

REFUGES

Rob
(6881.2)

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between **Stanley R. Halseide and Carolyn S. Halseide, his wife, of Peever, South Dakota; G. R. Halseide, single of Sisseton, South Dakota** parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of **five hundred** Dollars (\$ **500.00**), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within **six** months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 124 N., R. 52 W., 5th P. M. Roberts County, South Dakota
sec. 13, SW1/4, SW1/4, NW1/4
sec. 22, lot 2, lot 3

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to **Stanley R. Halseide at Peever, South Dakota**, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals
this 28th day of October, 1964.

/s/ Stanley R. Halseide (L.S.)
Stanley R. Halseide

/s/ Carmyn S. Halseide (L.S.)
Carmyn S. Halseide

/s/ G. R. Halseide (L.S.)
G. R. Halseide

____ (L.S.)

____ (L.S.)
(Witness)

____ (L.S.)

ACKNOWLEDGEMENT

STATE South Dakota)
COUNTY OF Roberts) ss

On this 28th day of October, in the year 1964, before me personally appeared Stanley R. Halseide and Carmyn S. Halseide, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

/s/ Roger J. Turnquist

(SEAL) SEAL AFFIXED

Notary Public
(Official Title)

My commission expires September 9, 1972
Original Agreement acknowledged for G. R. Halseide, single.

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of JAN 8 - 1965, 19____, under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By /s/ Urban C. Nelson

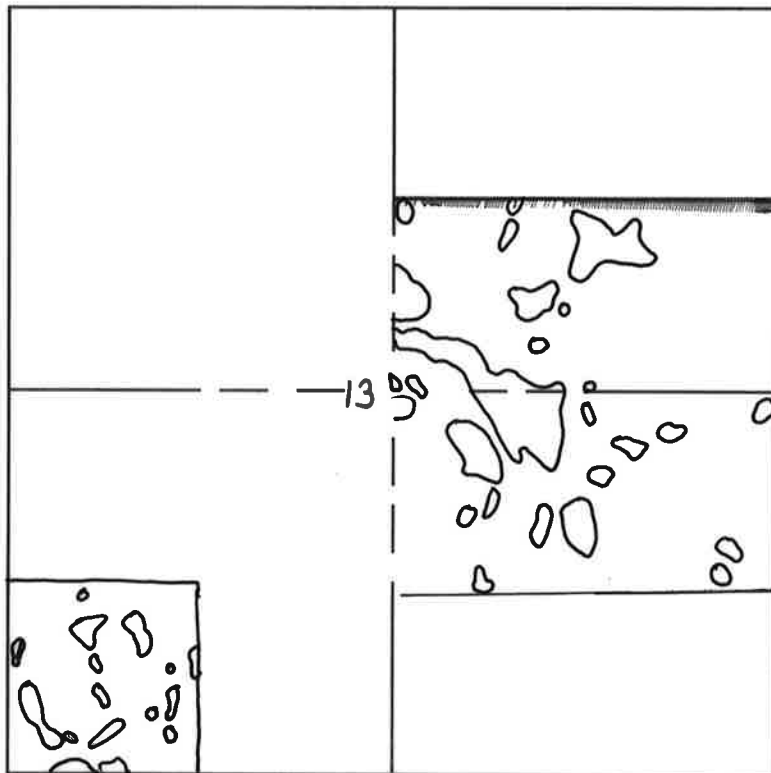
(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife 24180

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

TRACT 68X, 1, 2

MAP 1 of 2

WATERFOWL PRODUCTION AREA Roberts COUNTY, STATE OF South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 124 N., R. 52 W., 5th PRINCIPAL MERIDIAN



Scale: 4 Inches = 1 Mile

The U.S. Fish and Wildlife Service (Service) has purchased and owns perpetual rights which restrict or prohibit the right to drain, burn, level, and fill any wetland basin on the ownership represented by this map. This map represents the Service's effort to depict the approximate location of all protected wetland basins based on information and maps available at the time this map was prepared. However, because climatological and other natural conditions may cause the shape and location of wetland basins to change over time and from time to time, this map may or may not show wetlands as they appear in any given year.

LEGEND



Boundary of Easement Description

Wetlands covered by provisions of the easement



Wetland deleted from easement by Drainage Facility Map prepared when the easement was purchased.

Prepared by: Connie Mueller Date: April 18, 2005

Prepared By:

U.S. Fish and Wildlife Service
Wetlands Acquisition Office
39650 Sand Lake Drive
Columbia, SD 57433
(605) 885-6357

131,000
State of South Dakota, County of Roberts

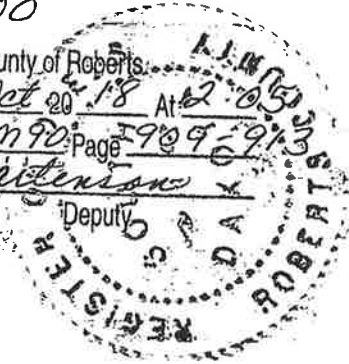
Filed this 29th Day of Oct 20th 18 At 2:05

O'Clock P. M. Book 170 Page 909-913

By Carol Matkinson

Register of Deeds

Fees \$ 30.00



Form 3-1916
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Wetland Sustainability Fund I, LLC, a Delaware Limited Liability Company of One Waterfowl Way, Memphis, TN 38120 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 4601-4 to 4601-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas,

NOW, THEREFORE, for and in consideration of the sum of ****Nine Thousand Seven Hundred Seventy Five and No/100**** Dollars (**\$9,775.00**), the Grantors do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary which acceptance must be made within **12** months of the execution of this indenture by the Grantor, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement **in perpetuity**, or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in **Roberts** County, State of **South Dakota**, to-wit:

T. 124 N., R. 52 W., 5th P.M.

Section 13, SE¼SW¼ EXCEPT that part of the SE¼SW¼ located North of the Torstenson Road, S½SE¼;
Section 24, NW¼NE¼, S½NE¼, N½NW¼.

Subject, however, to all valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

The Grantors, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise, of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.
 - 1a. **Vendors, successors and assigns relinquish all interest in Vested Drainage Rights appurtenant to wetlands on attached Exhibit A.**
 - 1b. **The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.**
2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to
Earl H. Grochau, One Waterfowl Way, Memphis, TN 38120
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 10 day of July, 20 18.

Wetland Sustainability Fund I, LLC

By: [Signature]
Wetlands America Trust, Inc.
By: Earl H. Grochau, Assistant Treasurer

Print Title: Manager
Title: Manager



(Corporate Seal)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Tennessee)
COUNTY OF Shelby) §§

On this 10th day of July in the year 20 18 before me personally appeared **Earl H. Grochau of Wetlands America Trust, Inc.**, to me personally known to be the **Manager** of/representing **Wetland Sustainability Fund I, LLC**, and who being duly sworn did say that he is the **Assistant Treasurer of Wetlands America Trust, Inc.** which is the **Manager of Wetland Sustainability Fund I, LLC**, that the foregoing and annexed instrument dated the 10 day of July, 20 18, was signed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation and that the seal affixed is the corporate seal of said corporation.



Notary Public: Jennifer Roy

My commission expires: 12/4/2018

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this _____ day of _____, 20____.

SEP 24 2018

THE UNITED STATES OF AMERICA

By: _____



Title: _____

Chief, Division of Realty

U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Wetland Sustainability Fund I, LLC

TRACT: 477X

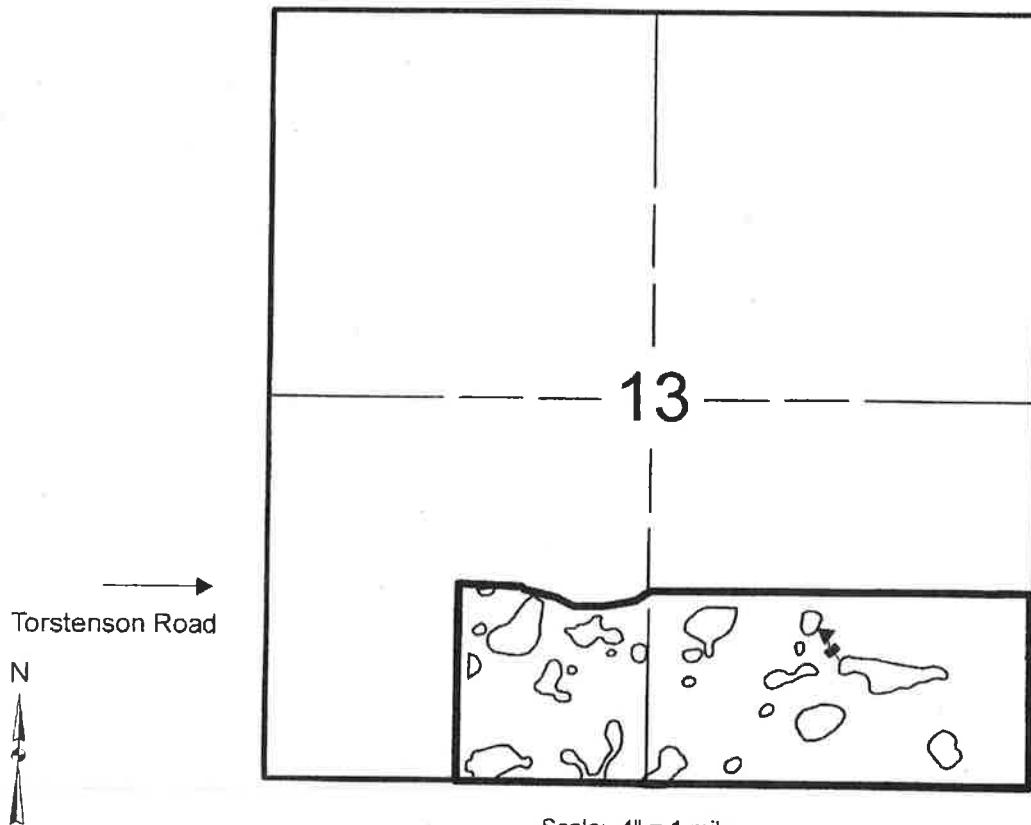
Map: 1 of 2

WATERFOWL PRODUCTION AREA Roberts County, State of South Dakota

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 124 N., R. 52 W., 5th Principal Meridian

Section 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPT that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ located North of the Torstenson Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.




Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated 7/10/18, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Wetland Sustainability Fund I, LLC

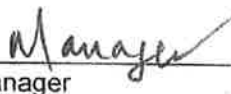
BY:



Wetlands America Trust, Inc.

By: Earl H. Grochau, Assistant Treasurer

TITLE:


Manager

Legend:



Boundary of Easement Description



Wetlands Covered by Provisions of the Easement



Wetland Restoration Structure

Map prepared by: Mia K. Hannan

Date: June 4, 2018

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

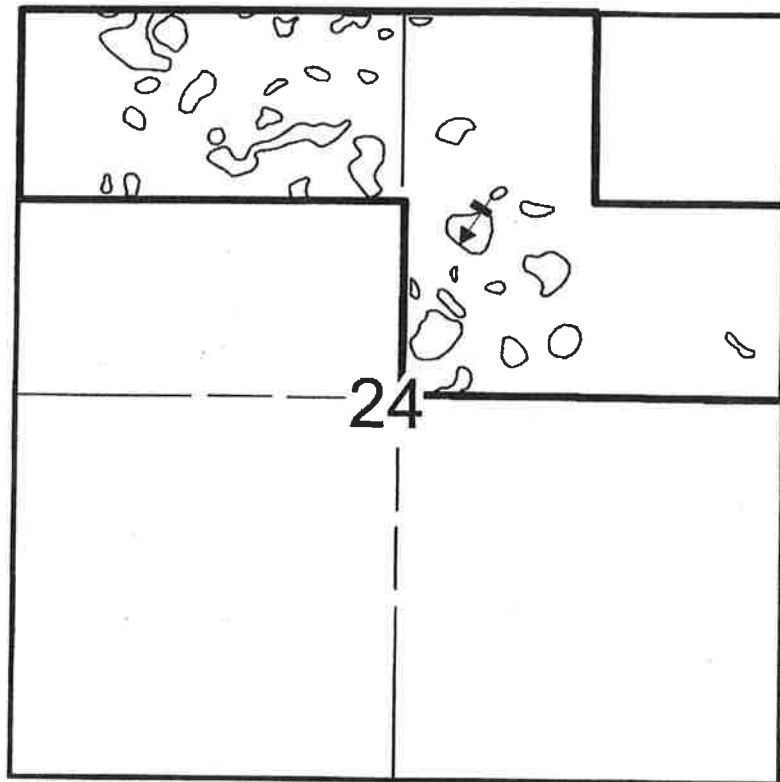
Wetland Sustainability Fund I, LLC

TRACT: 477X

Map: 2 of 2

WATERFOWL PRODUCTION AREA Roberts _____ County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 124 N., R. 52 W., 5th Principal Meridian
Section 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated 7/10/18, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Wetland Sustainability Fund I, LLC

BY: _____

Wetlands America Trust, Inc.

By: Earl H. Grochau, Assistant Treasurer

TITLE: _____

Manager

Legend:



Boundary of Easement Description



Wetlands Covered by Provisions of the Easement



Wetland Restoration Structure

Map prepared by: Mia K. Hannan

Date: June 4, 2018

Prepared By:

U.S. Fish and Wildlife Service
Wetlands Acquisition Office
39650 Sand Lake Drive
Columbia, SD 57433
(605) 885-6357

131,001
State of South Dakota, County of Roberts

Filed this 29th Day of Oct 20 28 At 2:10 PM

O'Clock P. M. Book M90 Page 914-919

By Carol Martin
Register of Deeds

Deputy

Fees \$ 30.00



Grassland Easement
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE is by and between Wetland Sustainability Fund I, LLC, a Delaware Limited Liability Company of One Waterfowl Way, Memphis, TN 38120 hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. §§ 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. §§ 718-718j; the Land and Water Conservation Fund Act of 1965, 16 U.S.C. § 4601-4 to 4601-11; the Fish and Wildlife Act of 1956, 16 U.S.C. §§ 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. §§ 3901-3932; the North American Wetlands Conservation Act, 16 U.S.C. §§ 4401-4412, and the Endangered Species Act, 16 U.S.C. §§ 1531-1544, authorize the Secretary to acquire lands and waters, or interests therein, for the conservation, development, advancement, management, and protection of fish and wildlife species and resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of **One Hundred Forty Six Thousand Three Hundred Seventy Five and No/100** Dollars (\$146,375.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s) in Roberts County, State of South Dakota, to-wit:

T. 124 N., R. 52 W., 5th P.M.

Section 13, That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ located South of Torstenson Road, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPT that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ located North of the Torstenson Road, S $\frac{1}{2}$ SE $\frac{1}{4}$;

Section 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.

SUBJECT, however, to all statutory rights-of-way and other valid existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all mineral rights including sand and gravel, but not including soil, clay or scoria, unless and to the extent rights to mine such materials have vested in third parties prior to the date hereof.

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary; provided, however, that such acceptance must be made within 12 calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or persons claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.
2. Grantors will pay taxes and assessments, if any, which may be levied against the land.
3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.
4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.
2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:
Earl H. Grochau, One Waterfowl Way, Memphis, TN 38120
shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary and after the Attorney General, or in appropriate cases, the Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals on this 10th day of July in the year 2018.

Wetland Sustainability Fund I, LLC

By: _____

Wetlands America Trust, Inc.

By: Earl H. Grochau, Assistant Treasurer

Print Title: _____

Title: Manager



(Corporate Seal)



ACKNOWLEDGMENT FOR CORPORATION

STATE OF Tennessee)
COUNTY OF Shelby) §§

On this 10th day of July in the year 2018 before me personally appeared **Earl H. Grochau** of **Wetlands America Trust, Inc.**, to me personally known to be the **Manager** of/representing **Wetland Sustainability Fund I, LLC**, and who being duly sworn did say that he is the **Assistant Treasurer** of **Wetlands America Trust, Inc.** which is the **Manager** of **Wetland Sustainability Fund I, LLC**, that the foregoing and annexed instrument dated the 10th day of July, 2018, was signed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation and that the seal affixed is the corporate seal of said corporation.



Notary Public: Jennifer Roy

My commission expires: 12/4/2018

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this _____ day of SEP 24 2018 2018.

THE UNITED STATES OF AMERICA

By: [Signature]

Chief, Division of Realty

Title: _____

U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

Wetland Sustainability Fund I, LLC

TRACT: 477G

Map: 1 of 2

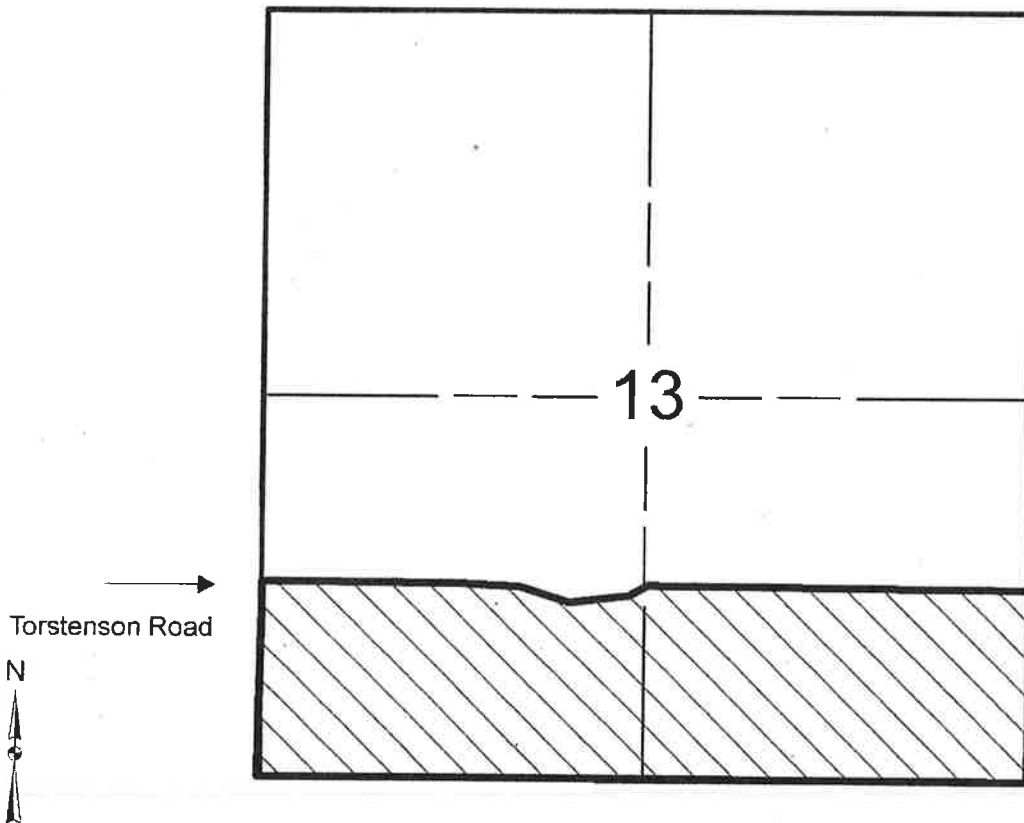
WILDLIFE MANAGEMENT AREA Roberts

County, State of South Dakota

EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 124 N., R. 52 W., 5th Principal Meridian

Section 13, That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ located South of Torstenson Road, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPT that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ located North of the Torstenson Road, S $\frac{1}{2}$ SE $\frac{1}{4}$.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 7/10/18, which the parties of the first part agree to maintain as a Wildlife Management Area.

Wetland Sustainability Fund I, LLC

BY:

Wetlands America Trust, Inc.

By: Earl H. Grochau, Assistant Treasurer

TITLE:

Manager

Legend:



Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Mia K. Hannan

Date: June 4, 2018

UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

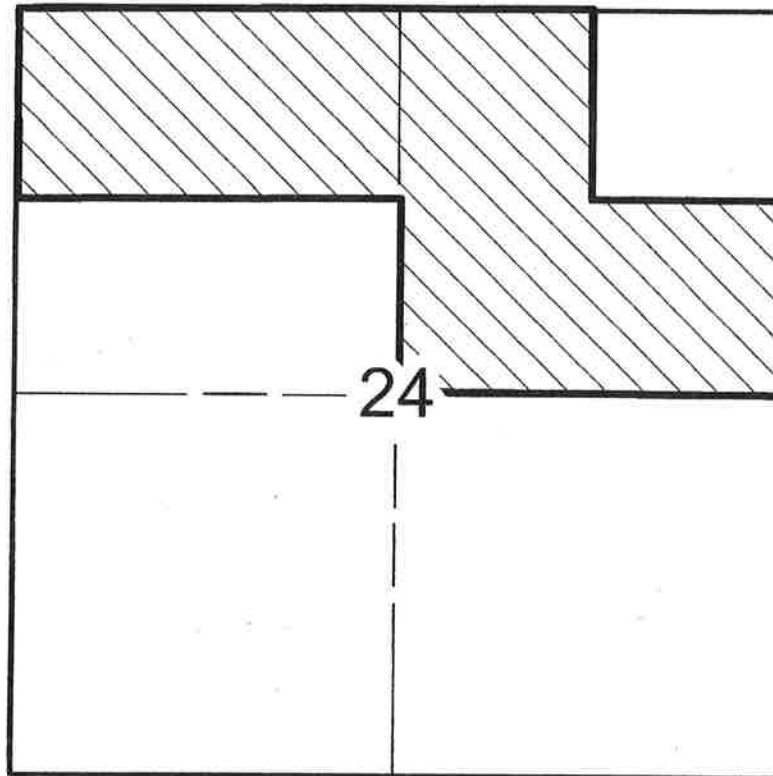
Wetland Sustainability Fund I, LLC

TRACT: 477G

Map: 2 of 2

WILDLIFE MANAGEMENT AREA Roberts County, State of South Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.

T. 124 N., R. 52 W., 5th Principal Meridian
Section 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.



Scale: 4" = 1 mile

This map delineates lands referred to in the easement conveyance dated 7/10/18, which the parties of the first part agree to maintain as a Wildlife Management Area.

Wetland Sustainability Fund I, LLC

BY: 

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Boundary of Easement Description

Lands covered by provisions of the easement

Map prepared by: Mia K. Hannan

Date: June 4, 2018