

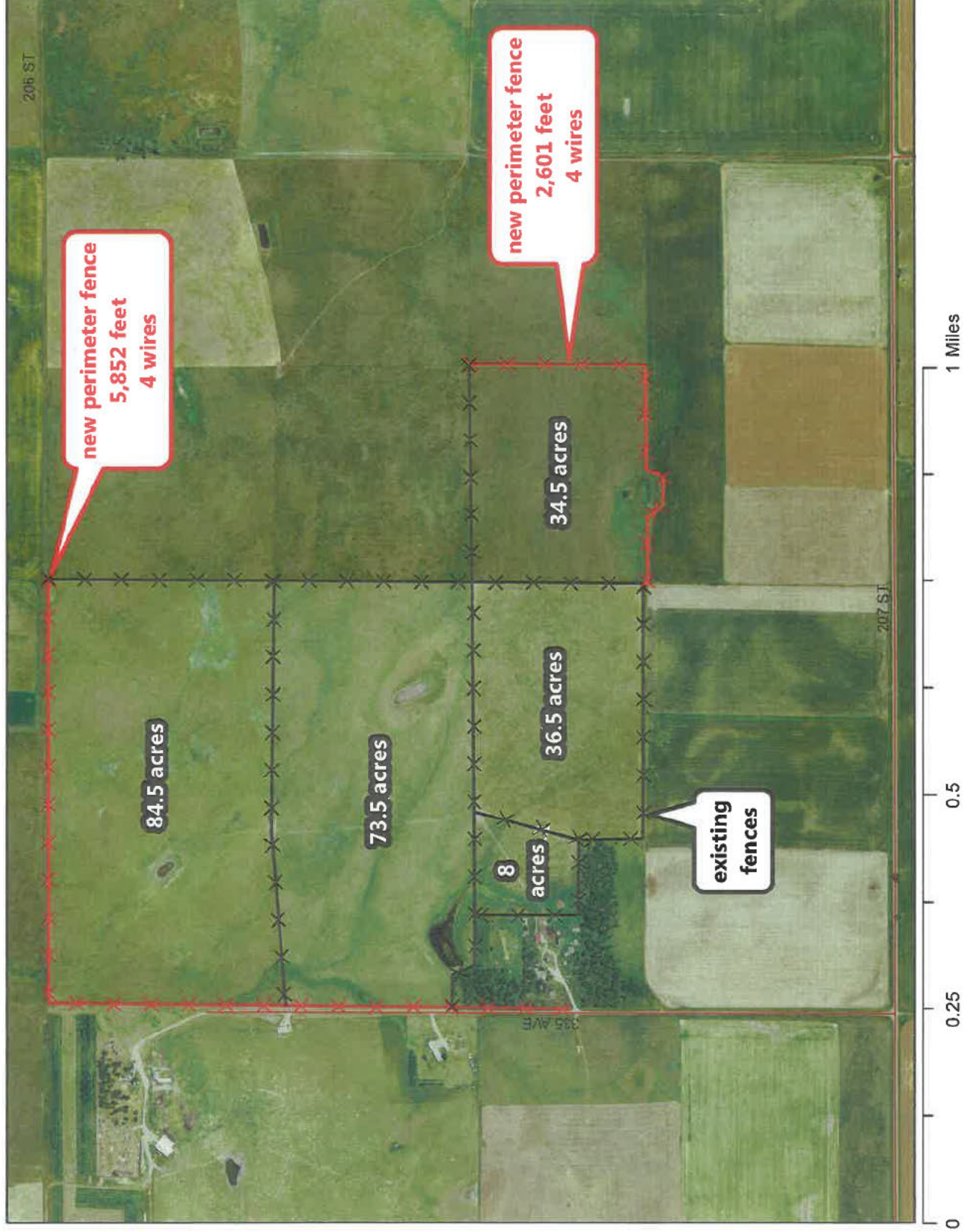


# Private Lands Habitat Program 2017 Fencing Project




Donita Ratzlaff  
20650 335th Ave  
Highmore, SD  
57345  
[Redacted]

W 1/2 & SE 1/4,  
S27 - T111 - R72;  
Eagle Plat  
Hyde County



## PRIVATE LANDS HABITAT PROGRAM AGREEMENT

THIS AGREEMENT DATED DECEMBER 29, 2017 BETWEEN DONITA RATZLAFF WILDLIFE COOPERATOR(S), AND THE SOUTH DAKOTA GAME, FISH & PARKS (SDGF&P) IS ENTERED INTO PURSUANT TO AUTHORITY CONTAINED IN SOUTH DAKOTA CODIFIED LAW 41-2-23.

**DONITA RATZLAFF**  
**20650 335<sup>TH</sup> AVE**  
**HIGHMORE, SD 57345**  


HEREBY AGREES TO PARTICIPATE WITH THE SDGF&P IN CONDUCTING CERTAIN WILDLIFE MANAGEMENT PRACTICES ON LANDS CONTROLLED BY THEM IN THE COUNTY OF HYDE, STATE OF SOUTH DAKOTA DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: **W ½ & SE ¼, S27-T111-R72**

GPS COORDINATES: **LATITUDE: 44.39075800    LONGITUDE: -99.47565388**

THE WILDLIFE COOPERATOR(S) IN SIGNING THIS AGREEMENT JOIN AS PARTICIPANTS IN A WILDLIFE MANAGEMENT PROGRAM AND GRANT TO THE SDGF&P THE AUTHORITY TO COMPLETE WILDLIFE HABITAT DEVELOPMENT, OR TO PERSONALLY CARRY OUT WILDLIFE MANAGEMENT ACTIVITIES WITH FINANCIAL OR MATERIAL SUPPORT, AS DESCRIBED IN THE ATTACHED SPECIAL PROVISIONS (EXHIBIT A). ANY DONATION OF SUPPLIES, EQUIPMENT, OR DIRECT PAYMENT FROM SDGF&P TO THE WILDLIFE COOPERATOR(S) FOR CARRYING OUT THE WILDLIFE HABITAT DEVELOPMENTS, ARE ALSO INCLUDED IN THE ATTACHED SPECIAL PROVISIONS (EXHIBIT A).

THE TERMS OF THIS AGREEMENT WILL BE FOR 10 YEARS BEGINNING DECEMBER 29, 2017 AND ENDING DECEMBER 29, 2027. PAYMENT AS APPROPRIATE WILL BE MADE AS DESCRIBED AND AGREED TO IN EXHIBIT A.

THIS AGREEMENT MAY BE MODIFIED AT ANY TIME BY MUTUAL WRITTEN CONSENT. IT MAY ALSO BE TERMINATED IN WRITING BY EITHER PARTY THIRTY (30) DAYS IN ADVANCE. IF TERMINATED BY THE COOPERATOR(S), COOPERATOR(S) WILL REIMBURSE SDGF&P FOR THE COST OF THE WILDLIFE HABITAT DEVELOPMENTS PLACED ON THE LAND.

AT THE END OF THE TERM, THE WILDLIFE HABITAT DEVELOPMENT WILL BECOME THE PROPERTY OF THE WILDLIFE COOPERATOR(S).

THE SDGF&P DOES NOT ASSUME JURISDICTION OVER THE PREMISES BY THIS AGREEMENT. THE WILDLIFE COOPERATOR(S) RETAINS ALL RIGHTS TO CONTROL TRESPASS AND RETAINS ALL RESPONSIBILITY FOR TAXES, ASSESSMENTS, AND DAMAGE CLAIMS.

SPECIFIC WORK COMPLETED WILL BE DOCUMENTED ON EXHIBIT A.

THE SDGF&P, ITS AGENTS, OR ASSIGNEES RESERVE THE RIGHT TO ENTER THE LAND AT REASONABLE TIMES DURING THE DURATION OF THIS AGREEMENT TO INSPECT THE PROJECT OUTLINED IN EXHIBIT A.

THE SDGF&P ASSUMES NO LIABILITY FOR DAMAGE OR INJURY OTHER THAN THAT CAUSED BY ITS OWN NEGLIGENCE, ON THE ABOVE ACREAGE.

A CHANGE IN OWNERSHIP SHALL NOT CHANGE THE TERMS OF THIS AGREEMENT. THE AGREEMENT AND TERMS SHALL BE IN EFFECT ON THE DESCRIBED LAND FOR THE PERIOD OF THE AGREEMENT. THE WILDLIFE COOPERATOR(S) WILL NOTIFY SDGF&P OF PLANNED OR PENDING CHANGES IN OWNERSHIP.

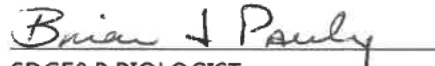
AT THE END OF THIS AGREEMENT, THE COOPERATOR(S) ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL WILDLIFE HABITAT DEVELOPMENTS MADE DURING THIS AGREEMENT, AND AS OUTLINED IN EXHIBIT A. THERE SHALL BE NO OBLIGATION TO ANY OF THE AGENCIES OF THE AGREEMENT AFTER THE TERM OF THE AGREEMENT HAS EXPIRED.

THE LANDOWNER WILL BE RESPONSIBLE FOR SECURING ANY NECESSARY PERMITS. TECHNICAL ADVICE AND SUPPORT WILL BE PROVIDED BY PARTICIPATING AGENCIES IN THE APPLICATION FOR THE PERMIT.

THE SDGF&P IS PROHIBITED BY LAW FROM MAKING OBLIGATIONS THAT EXCEED AVAILABLE FUNDS AND, THEREFORE THE SDGF&P CAN DO ONLY THAT WORK WHICH IS FUNDED. IN THE EVENT FUNDS ARE NOT AVAILABLE TO DO THE WILDLIFE HABITAT DEVELOPMENT WORK WITHIN THE PERIOD OF TIME OR IN THE MANNER PRESCRIBED IN THE SPECIAL PROVISIONS, THE SDGF&P WILL ADVISE THE WILDLIFE COOPERATOR(S) OF THE FACT.

WILDLIFE COOPERATOR(S) GUARANTEES OWNERSHIP AND/OR RENTAL COMMITMENT OF THE ABOVE DESCRIBED LAND AND WARRANTS THAT THERE ARE NO OUTSTANDING RIGHTS WHICH INTERFERE WITH THE MANAGEMENT AGREEMENT.

  
WILDLIFE COOPERATOR(S)  
DONITA RATZLAFF

  
SDGF&P BIOLOGIST  
BRIAN PAULY

1-23-2018  
DATE

JAN. 25, 2018  
DATE

**EXHIBIT A  
SPECIAL PROVISIONS**

The wildlife habitat developments described below are agreed to by Donita Ratzlaff and the South Dakota Game, Fish & Parks Department in a Private Lands Habitat Program Agreement dated December 29, 2017.

Work Completed:

The cooperator(s) installed approximately 8,453 feet of new perimeter fence (4 strand barbed) as part of a grassland and grazing system totaling approximately 237 acres. The 237 acres are to remain grasslands and wetlands, and maintain adequate cover for wildlife for the duration of the contract. SDGF&P recommends a "use half, leave half" grazing strategy, or the use of a rotational grazing regime that promotes the growth of native grasses. The area under contract may be hayed after July 15<sup>th</sup> of every year, so long as it does not conflict with easements or other conservation restrictions on the property.

**The South Dakota Department of Game, Fish & Parks agrees to provide funding, in the form of 100% cost-share (up to \$0.65/foot), for all new materials needed to complete this project.**

The cooperator(s) agreed to complete or contract all labor needed to install the fence. This included an estimated in-kind service from the cooperator(s) in the amount of \$0.55/foot for constructing the fences. In-kind service is an estimated labor cost invested by the cooperator(s) towards the completion of the project. The cooperator(s) also agreed to cover any additional materials costs above the maximum cost-share provided by SDGF&P.

The cooperator(s) also agreed to allow South Dakota Game, Fish & Parks, or its designee, to access the property to inspect the condition of the project during the terms of this agreement.

**Actual costs for 8,453 feet of new fence:**

South Dakota Game, Fish & Parks (100% cost-share up to \$0.65/ft.) for new materials.....\$ 5494.45

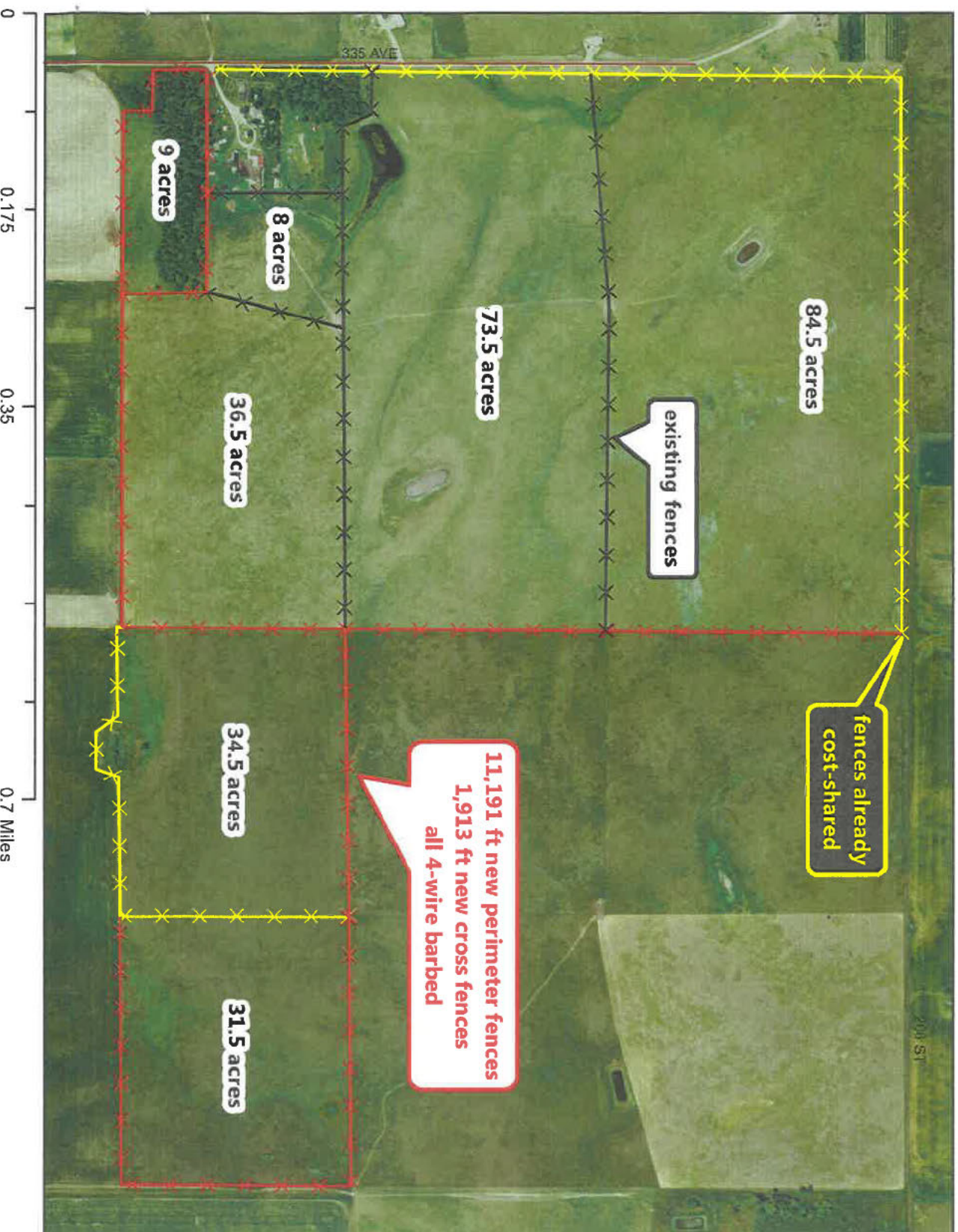
**ACTUAL AMOUNT DUE TO COOPERATOR(S) FROM SD GAME, FISH & PARKS FOR COMPLETION OF  
THE FENCING PROJECT: 5,494.45**

After project completion and inspection, the cooperator(s) will provide SDGF&P with a copy of all invoices. SDGF&P will pay to the cooperator(s) their 100% cost-share based on these invoices.





# Private Lands Habitat Program 2018 Fencing Project



Donita Ratzlaff  
20650 335th Ave  
Highmore, SD  
57345

NW 1/4,  
and  
N 1/2, S 1/2,  
S27 - T111 - R72;  
Eagle Plat

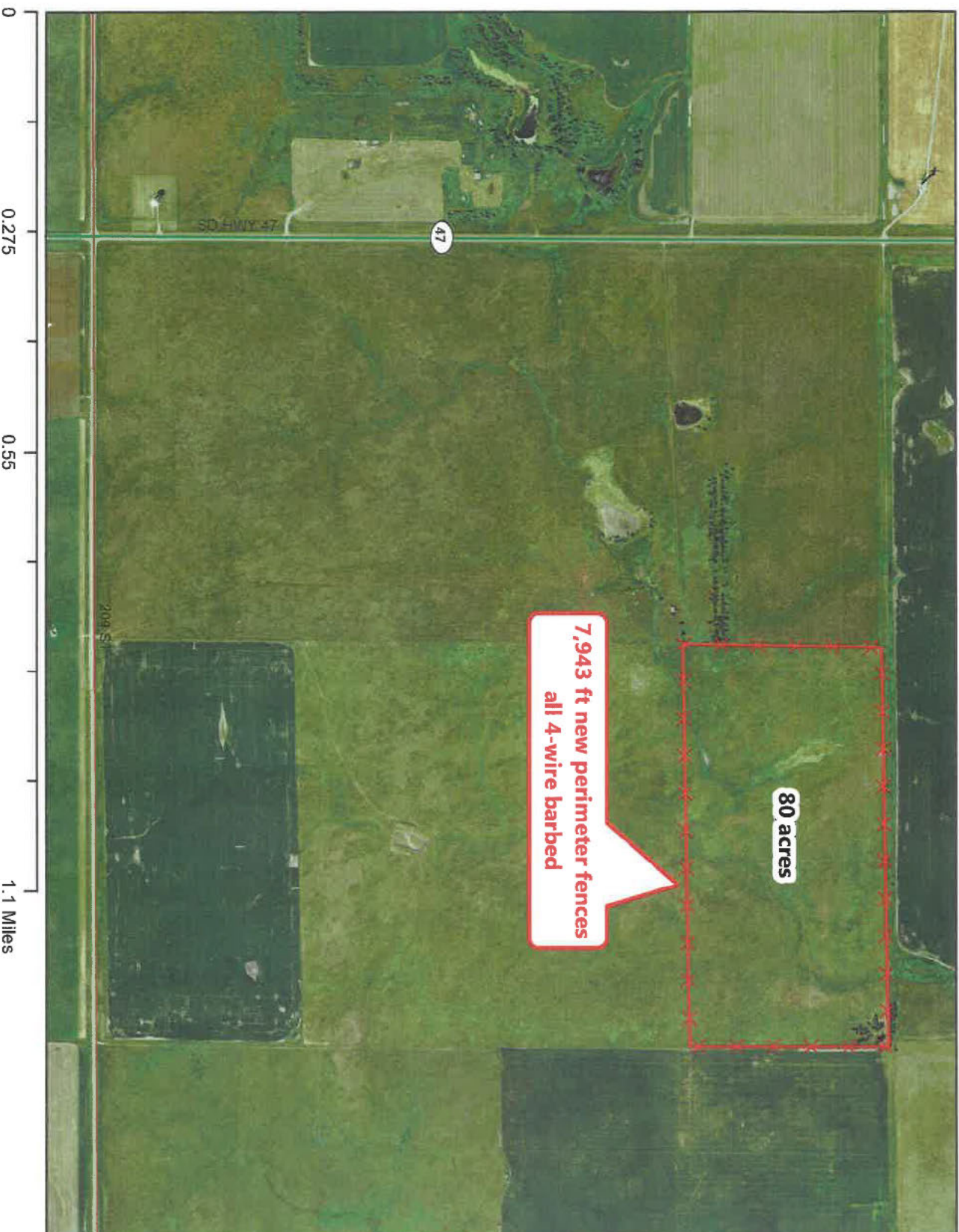
Hyde County







# Private Lands Habitat Program 2018 Fencing Project



Donita Ratzlaff  
20650 335th Ave  
Highmore, SD  
57345


N 1/2, NE 1/4,  
S01 - T110 - R72;  
Dewey Plat  
Hyde County



## PRIVATE LANDS HABITAT PROGRAM AGREEMENT

THIS AGREEMENT DATED JUNE 14, 2018 BETWEEN DONITA RATZLAFF, WILDLIFE COOPERATOR(S), AND THE SOUTH DAKOTA GAME, FISH & PARKS (SDGF&P) IS ENTERED INTO PURSUANT TO AUTHORITY CONTAINED IN SOUTH DAKOTA CODIFIED LAW 41-2-23.

**DONITA RATZLAFF**  
**20650 335<sup>TH</sup> AVE**  
**HIGHMORE, SD 57345**



HEREBY AGREES TO PARTICIPATE WITH THE SDGF&P IN CONDUCTING CERTAIN WILDLIFE MANAGEMENT PRACTICES ON LANDS CONTROLLED BY THEM IN THE COUNTY OF HYDE, STATE OF SOUTH DAKOTA DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: **N ½, NE ¼, S01-T110-R72; NW ¼, AND N ½, S ½, S27-T111-R72**

GPS COORDINATES: **LATTITUDE: 44.39075800    LONGITUDE: -99.47565388**

THE WILDLIFE COOPERATOR(S) IN SIGNING THIS AGREEMENT JOIN AS PARTICIPANTS IN A WILDLIFE MANAGEMENT PROGRAM AND GRANT TO THE SDGF&P THE AUTHORITY TO COMPLETE WILDLIFE HABITAT DEVELOPMENT, OR TO PERSONALLY CARRY OUT WILDLIFE MANAGEMENT ACTIVITIES WITH FINANCIAL OR MATERIAL SUPPORT, AS DESCRIBED IN THE ATTACHED SPECIAL PROVISIONS (EXHIBIT A). ANY DONATION OF SUPPLIES, EQUIPMENT, OR DIRECT PAYMENT FROM SDGF&P TO THE WILDLIFE COOPERATOR(S) FOR CARRYING OUT THE WILDLIFE HABITAT DEVELOPMENTS, ARE ALSO INCLUDED IN THE ATTACHED SPECIAL PROVISIONS (EXHIBIT A).

THE TERMS OF THIS AGREEMENT WILL BE FOR 10 YEARS BEGINNING JUNE 14, 2018, AND ENDING JUNE 14, 2028. PAYMENT AS APPROPRIATE WILL BE MADE AS DESCRIBED AND AGREED TO IN EXHIBIT A.

THIS AGREEMENT MAY BE MODIFIED AT ANY TIME BY MUTUAL WRITTEN CONSENT. IT MAY ALSO BE TERMINATED IN WRITING BY EITHER PARTY THIRTY (30) DAYS IN ADVANCE. IF TERMINATED BY THE COOPERATOR(S), COOPERATOR(S) WILL REIMBURSE SDGF&P FOR THE COST OF THE WILDLIFE HABITAT DEVELOPMENTS PLACED ON THE LAND.

AT THE END OF THE TERM, THE WILDLIFE HABITAT DEVELOPMENT WILL BECOME THE PROPERTY OF THE WILDLIFE COOPERATOR(S).

THE SDGF&P DOES NOT ASSUME JURISDICTION OVER THE PREMISES BY THIS AGREEMENT. THE WILDLIFE COOPERATOR(S) RETAINS ALL RIGHTS TO CONTROL TRESPASS AND RETAINS ALL RESPONSIBILITY FOR TAXES, ASSESSMENTS, AND DAMAGE CLAIMS.

SPECIFIC WORK COMPLETED WILL BE DOCUMENTED ON EXHIBIT A.

THE SDGF&P, ITS AGENTS, OR ASSIGNEES RESERVE THE RIGHT TO ENTER THE LAND AT REASONABLE TIMES DURING THE DURATION OF THIS AGREEMENT TO INSPECT THE PROJECT OUTLINED IN EXHIBIT A.

THE SDGF&P ASSUMES NO LIABILITY FOR DAMAGE OR INJURY OTHER THAN THAT CAUSED BY ITS OWN NEGLIGENCE, ON THE ABOVE ACREAGE.

A CHANGE IN OWNERSHIP SHALL NOT CHANGE THE TERMS OF THIS AGREEMENT. THE AGREEMENT AND TERMS SHALL BE IN EFFECT ON THE DESCRIBED LAND FOR THE PERIOD OF THE AGREEMENT. THE WILDLIFE COOPERATOR(S) WILL NOTIFY SDGF&P OF PLANNED OR PENDING CHANGES IN OWNERSHIP.

AT THE END OF THIS AGREEMENT, THE COOPERATOR(S) ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL WILDLIFE HABITAT DEVELOPMENTS MADE DURING THIS AGREEMENT, AND AS OUTLINED IN EXHIBIT A. THERE SHALL BE NO OBLIGATION TO ANY OF THE AGENCIES OF THE AGREEMENT AFTER THE TERM OF THE AGREEMENT HAS EXPIRED.

THE LANDOWNER WILL BE RESPONSIBLE FOR SECURING ANY NECESSARY PERMITS. TECHNICAL ADVICE AND SUPPORT WILL BE PROVIDED BY PARTICIPATING AGENCIES IN THE APPLICATION FOR THE PERMIT.

THE SDGF&P IS PROHIBITED BY LAW FROM MAKING OBLIGATIONS THAT EXCEED AVAILABLE FUNDS AND, THEREFORE THE SDGF&P CAN DO ONLY THAT WORK WHICH IS FUNDED. IN THE EVENT FUNDS ARE NOT AVAILABLE TO DO THE WILDLIFE HABITAT DEVELOPMENT WORK WITHIN THE PERIOD OF TIME OR IN THE MANNER PRESCRIBED IN THE SPECIAL PROVISIONS, THE SDGF&P WILL ADVISE THE WILDLIFE COOPERATOR(S) OF THE FACT.

WILDLIFE COOPERATOR(S) GUARANTEES OWNERSHIP AND/OR RENTAL COMMITMENT OF THE ABOVE DESCRIBED LAND AND WARRANTS THAT THERE ARE NO OUTSTANDING RIGHTS WHICH INTERFERE WITH THE MANAGEMENT AGREEMENT.

  
WILDLIFE COOPERATOR(S)  
DONITA RATZLAFF

6-18-2018  
DATE

  
SDGF&P BIOLOGIST  
BRIAN PAULY

JUNE 21, 2018  
DATE



**EXHIBIT A  
SPECIAL PROVISIONS**

The wildlife habitat developments described below are agreed to by Donita Ratzlaff and the South Dakota Game, Fish & Parks Department in a Private Lands Habitat Program Agreement dated June 14, 2018.

Work Completed:

The cooperator(s) installed approximately 19,134 feet of new perimeter fences and approximately 1,913 feet of new cross fences (all 4-strand barbed) as part of a grassland and grazing system totaling approximately 357.5 acres. The 357.5 acres are to remain grasslands and wetlands, and maintain adequate cover for wildlife for the duration of the contract. SDGF&P recommends a "use half, leave half" grazing strategy, or the use of a rotational grazing regime that promotes the growth of native grasses. The area under contract may be hayed after July 15<sup>th</sup> of every year, so long as it does not conflict with easements or other conservation restrictions on the property.

**The South Dakota Department of Game, Fish & Parks agrees to provide funding, in the form of 100% cost-share (up to \$0.65/foot), for all new materials needed to complete this project.**

The cooperator(s) agreed to complete or contract all labor needed to install the fence. This included an estimated in-kind service from the cooperator(s) in the amount of \$0.55/foot for constructing the fences. In-kind service is an estimated labor cost invested by the cooperator(s) towards the completion of the project. The cooperator(s) also agreed to cover any additional materials costs above the maximum cost-share provided by SDGF&P.

The cooperator(s) also agreed to allow South Dakota Game, Fish & Parks, or its designee, to access the property to inspect the condition of the project during the terms of this agreement.

**Actual costs for 21,047 feet of new fences:**

South Dakota Game, Fish & Parks (100% cost-share up to \$0.65/ft.) for new materials..... \$ 13680.55

**ACTUAL AMOUNT DUE TO COOPERATOR(S) FROM SD GAME, FISH & PARKS FOR COMPLETION OF  
THE FENCING PROJECT: \$13,680.55**

After project completion and inspection, the cooperator(s) will provide SDGF&P with a copy of all invoices. SDGF&P will pay to the cooperator(s) their 100% cost-share based on these invoices.