

Sample Habitat Easement (Form 1)

FORM 01
PAGE 01
(Rev. 04/2010)

This conveyance is exempt from the Minnesota State Deed Transfer Tax. (Minn. Stat. § 287.22(F))
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UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WILDLIFE HABITAT PROTECTION

THIS INDENTURE, by and between

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d; the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetland Resources Act of 1986, 16 U.S.C. 3901; the Endangered Species Act of 1973, as amended, 16 U.S.C. 1534 and the Land and Water Conservation Fund Act, 16 U.S.C. 460/-9(a)(1), authorize the Secretary of the Interior to acquire lands or waters or interests therein for the development, advancement, management, conservation and protection of fish and wildlife resources. The purpose of this easement is to provide and protect quality habitat on the lands and wetlands described herein and such lands and wetlands shall be maintained and improved to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species, and

WHEREAS, the lands and wetlands described below contain existing or potential habitat suitable for use for wildlife management purposes.

NOW, THEREFORE, for and in consideration of the sum of _____ **and No/100** Dollars (\$ _____), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, 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 _____ County, State of _____, to-wit:

[Insert Legal Description]

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

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within calendar months from the 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 that such acceptance is not made by such date, this Indenture shall be null and void.

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 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 aforesaid lands and wetlands for the protection and management of fish and wildlife resources and to maintain the quality of these lands and wetlands to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species. To that end and for the purpose of accomplishing the intent on this Indenture, the Grantors, for themselves, and for their heirs, successors, and assigns, lessees, and any other person claiming under them, covenant and agree as follows:

1. Grantors will not perform, cause to be performed or permit haying, mowing or seed harvesting upon the easement area until after July 15 in any calendar year.

2. Grantors will not perform, cause to be performed or permit the following activities upon the easement area: altering of grassland, woodland, wildlife habitat or other natural features by digging, plowing, disking, cutting or otherwise destroying the vegetative cover; dumping refuse, wastes, sewage or other debris; burning; draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities; altering or tampering with water control structures or devices; diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means including ditching or the construction of wells; building or placing buildings or structures on the easement area; and producing agricultural crops, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at anytime throughout the calendar year.

3. Grantors will pay all taxes and assessments, if any, which may be levied against the land.

4. Grantors will be responsible for noxious weed control and emergency control of pests to protect the public good subject to Federal and State Statutes and Regulations. Methods used to control noxious weeds and pests must be approved in writing by the U.S. Fish and Wildlife Service prior to implementation by the Grantors. However, mowing or haying noxious weeds is prohibited until after July 15 in any calendar year in accordance with the easement terms stated above.

5. The United States and its authorized representatives shall have the right to sign, post, mark, or otherwise identify the easement area and to maintain said identification.

6. The United States and its authorized representatives shall have the right to restore and/or maintain grasslands and wetlands on the easement area.

It is understood that 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 and wetlands subject to this easement. The Grantor, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer within 30 days following the sale or transfer of any portion of the lands and wetlands subject to this easement.

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

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 Grantors to be presently binding upon them and to remain so until the expiration of said period of acceptance, as hereinabove described, by virtue of 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 Grantors.

2. Notice of acceptance of this Indenture shall be given to the Grantors by certified mail addressed to:

and 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 incorporation or company.

4. Payment of the consideration shall be made by a United States Treasury 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 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 this ____ day of _____, 20____.

_____(L.S.)¹

_____(L.S.)

¹ With Capacity

Sample Habitat Easement (Form 2)

FORM 02
PAGE 01
(Rev. 04/2010)

This conveyance is exempt from the Minnesota Deed Transfer Tax. (Minn. Stat. § 287.22(F))
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UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WILDLIFE HABITAT PROTECTION

THIS INDENTURE, by and between

hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d; the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetland Resources Act of 1986, 16 U.S.C. 3901; the Endangered Species Act of 1973, as amended, 16 U.S.C. 1534 and the Land and Water Conservation Fund Act, 16 U.S.C. 460l-9(a)(1), authorize the Secretary of the Interior to acquire lands or waters or interests therein for the development, advancement, management, conservation and protection of fish and wildlife resources. The purpose of this easement is to provide and protect quality habitat on the lands and wetlands described herein and such lands and wetlands shall be maintained and improved to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species, and

WHEREAS, the lands and wetlands described below contain existing or potential habitat suitable for use for wildlife management purposes.

NOW, THEREFORE, for and in consideration of the sum of _____ **and No/100** Dollars (\$ _____), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, 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 _____ County, State of _____, to-wit:

[Insert Legal Description]

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

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within calendar months from the 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 that such acceptance is not made by such date, this Indenture shall be null and void.

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 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 aforesaid lands and wetlands for the protection and management of fish and wildlife resources and to maintain the quality of these lands and wetlands to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species. To that end and for the purpose of accomplishing the intent on this Indenture, the Grantors, for themselves, and for their heirs, successors, and assigns, lessees, and any other person claiming under them, covenant and agree as follows:

1. Grantors will not perform, cause to be performed or permit haying, mowing or seed harvesting upon the easement area until after July 15 in any calendar year.

2. Grantors will not perform, cause to be performed or permit the following activities upon the easement area: altering of grassland, woodland, wildlife habitat or other natural features by digging, plowing, disking, cutting or otherwise destroying the vegetative cover; dumping refuse, wastes, sewage or other debris; burning; grazing; draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities; altering or tampering with water control structures or devices; diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means including ditching or the construction of wells; building or placing buildings or structures on the easement area; and producing agricultural crops, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service.

3. Grantors will not permit the grazing of livestock and will be responsible for excluding livestock from the easement area and will provide, construct and maintain fences as necessary to accomplish this exclusion of livestock.

4. Grantors will pay all taxes and assessments, if any, which may be levied against the land.

5. Grantors will be responsible for noxious weed control and emergency control of pests to protect the public good subject to Federal and State Statutes and Regulations. Methods used to control noxious weeds and pests must be approved in writing by the U.S. Fish and Wildlife Service prior to implementation by the Grantors. However, mowing or haying noxious weeds is prohibited until after July 15 in any calendar year in accordance with the easement terms stated above.

6. The United States and its authorized representatives shall have the right to sign, post, mark, or otherwise identify the easement area and to maintain said identification.

7. The United States and its authorized representatives shall have the right to restore and/or maintain grasslands and wetlands on the easement area.

It is understood that 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 and wetlands subject to this easement. The Grantor, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer within 30 days following the sale or transfer of any portion of the lands and wetlands subject to this easement.

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

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 Grantors to be presently binding upon them and to remain so until the expiration of said period of acceptance, as hereinabove described, by virtue of 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 Grantors.

2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:

and 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 incorporation or company.

4. Payment of the consideration shall be made by a United States Treasury 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 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 this ____ day of _____, 20____.

_____(L.S.)²

_____(L.S.)

² With Capacity

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me personally appeared _____, **husband and wife (a single person)**, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that **they (he/she)** executed the same as **their (his/her)** free act and deed.

Notary Public

(SEAL)

My Commission Expires: _____

ACCEPTANCE

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

THE UNITED STATES OF AMERICA

By: _____

Title: _____

U.S. Fish and Wildlife Service

This instrument drafted by Realty Employee, an employee of the Fish and Wildlife Service, U.S. Department of the Interior, Anytown, USA.

Sample Habitat Easement (Form 4)

FORM 04
PAGE 01
(Rev. 04/2010)

This conveyance is exempt from the Minnesota State Deed Transfer Tax. (Minn. Stat. § 287.22(F))
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UNITED STATES DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WILDLIFE HABITAT PROTECTION

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hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. 718d; the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetland Resources Act of 1986, 16 U.S.C. 3901; the Endangered Species Act of 1973, as amended, 16 U.S.C. 1534 and the Land and Water Conservation Fund Act, 16 U.S.C. 460l-9(a)(1), authorize the Secretary of the Interior to acquire lands or waters or interests therein for the development, advancement, management, conservation and protection of fish and wildlife resources. The purpose of this easement is to provide and protect quality habitat on the lands and wetlands described herein and such lands and wetlands shall be maintained and improved to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species, and

WHEREAS, the lands and wetlands described below contain existing or potential habitat suitable for use for wildlife management purposes.

NOW, THEREFORE, for and in consideration of the sum of _____ **and No/100** Dollars (\$ _____), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, 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 _____ County, State of _____, to-wit:

[Insert Legal Description]

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

The conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within calendar months from the 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 that such acceptance is not made by such date, this Indenture shall be null and void.

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 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 aforesaid lands and wetlands for the protection and management of fish and wildlife resources and to maintain the quality of these lands and wetlands to provide cover and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly migratory birds, and threatened and endangered species. To that end and for the purpose of accomplishing the intent on this Indenture, the Grantors, for themselves, and for their heirs, successors, and assigns, lessees, and any other person claiming under them, covenant and agree as follows:

1. Grantors will not perform, cause to be performed or permit the following activities upon the easement area: haying, mowing or seed harvesting for any reason; altering of grassland, woodland, wildlife habitat or other natural features by digging, plowing, disking, cutting or otherwise destroying the vegetative cover; dumping refuse, wastes, sewage or other debris; burning; draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities; altering or tampering with water control structures or devices; diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means including ditching or the construction of wells; building or placing buildings or structures on the easement area; and producing agricultural crops, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at anytime throughout the calendar year.

2. Grantors will pay all taxes and assessments, if any, which may be levied against the land.

3. Grantors will be responsible for noxious weed control and emergency control of pests to protect the public good subject to Federal and State Statutes and Regulations. Methods used to control noxious weeds and pests must be approved in writing by the U.S. Fish and Wildlife Service prior to implementation by the Grantors. However, mowing or haying noxious weeds is prohibited until after July 15 in any calendar year in accordance with the easement terms stated above.

4. The United States and its authorized representatives shall have the right to sign, post, mark, or otherwise identify the easement area and to maintain said identification.

5. The United States and its authorized representatives shall have the right to restore and/or maintain grasslands and wetlands on the easement area.

It is understood that 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 and wetlands subject to this easement. The Grantor, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer within 30 days following the sale or transfer of any portion of the lands and wetlands subject to this easement.

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

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 Grantors to be presently binding upon them and to remain so until the expiration of said period of acceptance, as hereinabove described, by virtue of 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 Grantors.

2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to:

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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 incorporation or company.

4. Payment of the consideration shall be made by a United States Treasury 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 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 this ____ day of _____, 20____.

_____(L.S.)³

_____(L.S.)

³ With Capacity

