

COTEAU LAND COMPANY, LLC



Call Gordon Nielsen(605) 742-0416

Call Larry Lekness (605) 880-5933

Call Gary Hanson(605) 268-0448

PO Box 86

Sisseton, South Dakota 57262

Go to www.coteauland.com for more details

NOTE TO INTERESTED PARTIES

WILDLIFE EXTENSION AGREEMENT:

The attached Wildlife Extension Agreement has expired. This information is provided to detail the improvements made to the land and the rotational grazing system that has been utilized in the past.

WILDLIFE EXTENSION AGREEMENT

THIS AGREEMENT DATED September 10, 2003 BETWEEN Dan and Barb Ewings, WILDLIFE COOPERATOR(S) AND THE U.S. FISH AND WILDLIFE SERVICE (FWS) IS ENTERED INTO PURSUANT TO AUTHORITY CONTAINED IN SECTION 1 OF THE FISH AND WILDLIFE ACT OF 1956, U.S.C. 42f(a)(4).

Dan and Barb Ewings W13670 Willy Road Weyerhaeuser, WI 54895

HEREBY AGREE TO OR PARTICIPATE WITH THE FWS IN CONDUCTING CERTAIN WILDLIFE MANAGEMENT PRACTICES ON LANDS OWNED BY THEM IN Marshall COUNTY, STATE OF S. Dak. described as follows.

SW1/4 Section 31, T. 127 N., R. 56 W., 45°46'00"N./97°36'00"W

THE WILDLIFE COOPERATORS IN SIGNING THIS AGREEMENT JOIN AS PARTICIPANTS IN A WILDLIFE MANAGEMENT PROGRAM AND GRANT TO THE FWS 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 THE FWS TO THE WILDLIFE COOPERATORS 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 September 10, 2003 AND ENDING Sept. 30, 2013. 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. COOPERATOR WILL REIMBURSE FWS 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.

THE FWS, DOES NOT ASSUME JURISDICTION OVER THE PREMISES BY THIS AGREEMENT. THE WILDLIFE COOPERATOR RETAINS ALL RIGHTS TO CONTROL TRESPASS AND RETAINS ALL RESPONSIBILITY FOR TAXES, ASSESSMENTS, AND DAMAGE CLAIMS.

IF A FWS EASEMENT IS GRANTED, THE EASEMENT WILL SUPERSEDE THE PROVISIONS AND TERMS OF THIS AGREEMENT.

THE FWS, ITS AGENTS, OR ASSIGNEES RESERVE THE RIGHT TO ENTER THE LAND AT REASONABLE TIMES FOR WILDLIFE HABITAT DEVELOPMENT AND MANAGEMENT PURPOSES AND TO INSPECT COMPLETED WORK.

THE SERVICE ASSUMES NO LIABILITY FOR DAMAGE OR INJURY OTHER THAN THAT CAUSED BY ITS OWN NEGLIGENCE, ON THE ABOVE ACREAGE. SPECIFIC WORK COMPLETED WILL BE DOCUMENTED ON EXHIBIT A.

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 WILL NOTIFY THE FWS OF PLANNED OR PENDING CHANGES IN OWNERSHIP.

AT THE END OF THIS AGREEMENT, THE COOPERATOR ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL WILDLIFE HABITAT DEVELOPMENTS MADE DURING THIS AGREEMENT ON THE PROJECT TRACT. THERE SHALL BE NO OBLIGATION TO ANY OF THE AGENCIES OF THE AGREEMENT AFTER THE TERM OF THE AGREEMENT HAS EXPIRED.

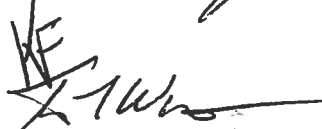
THE LANDOWNER WILL BE RESPONSIBLE FOR SECURING ANY NECESSARY PERMITS. TECHNICAL ADVICE AND SUPPORT WILL BE PROVIDED BY PARTICIPATING AGENCIES IN THE APPLICATION FOR THE PERMIT.


THE FWS IS PROHIBITED BY LAW FROM MAKING OBLIGATIONS THAT EXCEED AVAILABLE FUNDS AND, THEREFORE THE FWS 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 FWS WILL ADVISE THE WILDLIFE COOPERATOR OF THE FACT.

WILDLIFE COOPERATOR GUARANTEES OWNERSHIP OF THE ABOVE DESCRIBED LAND AND WARRANTS THAT THERE ARE NO OUTSTANDING RIGHTS WHICH INTERFERE WITH THE WILDLIFE MANAGEMENT AGREEMENT.


WILDLIFE COOPERATOR


SOCIAL SECURITY NUMBER

 20m
PARTNERS FOR FISH & WILDLIFE BIOLOGIST


REGIONAL OFFICE CONCURRENCE

*PRIVACY ACT NOTICE: THE FWS IS REQUIRED TO OBTAIN THIS INFORMATION TO PROCESS ANY PAYMENT(S) TO THE WILDLIFE COOPERATOR AS A RESULT OF THIS AGREEMENT. THIS INFORMATION WILL BE FURNISHED TO THE INTERNAL REVENUE SERVICE AS REQUIRED BY THE TAX REFORM ACT OF 1986 AND MAY BE SHARED WITH THE DEPARTMENT OF JUSTICE FOR CRIMINAL OR CIVIL LITIGATION. FURNISHING A SOCIAL SECURITY NUMBER IS VOLUNTARY, BUT FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION FROM THIS PROGRAM.

EXHIBIT A

SPECIAL PROVISIONS

The wildlife habitat developments described below are agreed to by Dan and Barb Ewings and the FWS in a Wildlife Extension Agreement dated September 10, 2003.

Planned work: Mr. and Ms. Ewings agrees to repair a wetland by constructing an embankment on land legally described previously in this agreement. Mr. and Ms. Ewings agrees to pay 25% of the construction cost. The remaining 75% will be paid for by a South Dakota Department of Game, Fish and Parks and the U.S. Fish and Wildlife Service/South Dakota Association of Conservation Districts COOP#2. All design criteria meet approved NRCS engineering standards, but can be modified in consultation with SD GFP, DU and FWS to accommodate specific sites. Mr. and Ms. Ewings agrees to allow the Service, or its designee, to access the property to inspect the condition of the embankment during the term of this agreement.

There will be no restrictions regarding use of the impoundment for livestock water. Prior to the site being used by livestock, the wildlife cooperator agrees to place a permanent fence around the emergency spillway and embankment. The maintenance of the fence is the responsibility of the wildlife cooperator. Fence materials will be provided by the landowner.

Spoil sites, dam grade, and spillway will be seeded to grass by the wildlife cooperator. No salting/supplemental feeding of livestock will be permitted on the spillway or dam grade. The wildlife cooperator will be responsible for routine maintenance of the embankment, primary spillway, and emergency spillway and will inform the FWS immediately if major damage occurs. The wildlife cooperator agrees not to tamper with or alter the design of the embankment or spillways without consulting the FWS.

Itemized Cost for Wetland Creation:

<u>Partners Cost</u>	
FWS/SDACD Coop #2 38.17%.....	\$3221.35
SD GFP 36.83%.....	\$3107.90
Landowner 25%.....	<u>\$2109.75</u>
Total Cost	= \$8439.00

<u>Wetland #</u>	<u>Wetland Size</u>
1	2.1

**EXHIBIT B
SPECIAL PROVISIONS**

Following are the provisions for operating the rotational grazing system on land legally described in the Wildlife Extension Agreement dated July 29, 2003. The twice over rotational grazing system will start approximately May 15th and end October 15th each year (150 day grazing season). Stocking rates for the system are based on 150 cow/calf pairs or any combination of 150 animal units (see chart below). All livestock must remain together in a single pasture and moved to the next pasture according to the rotational schedule listed (see attached maps for locations of pasture units). To allow for flexibility in operating the system, livestock may remain in or moved from a pasture 3 days longer or shorter than the days listed below but total days of grazing must not exceed 150 days. Stocking rates and grazing days may be lowered, but if either plan to be increased, the operator is to contact FWS staff at Waubay NWR for concurrence.

Pasture	No. Days through <u>1st Graze</u>	No. Days through <u>2nd Graze</u>
1	15	15
2	20	20
3	10	10
4	20	20
5	10	10

Pasture Order of Grazing

<u>Year</u>	<u>1st Rotation</u>	<u>2nd Rotation</u>
2004-----	4, 1, 2, 3, 5	1, 2, 4, 3, 5
2005-----	4, 2, 3, 5, 1	2, 3, 4, 5, 1
2006-----	4, 3, 5, 1, 2	3, 5, 1, 4, 2
2007-----	4, 5, 1, 2, 3	5, 1, 2, 4, 3
2008-----	4, 2, 3, 1, 5	2, 3, 4, 1, 5
2009-----	4, 3, 5, 1, 2	3, 5, 1, 4, 2
2010-----	4, 5, 1, 2, 3	5, 1, 2, 4, 3
2011-----	4, 2, 3, 1, 5	2, 3, 4, 1, 5
2012-----	4, 3, 5, 1, 2	3, 5, 1, 4, 2
2013-----	4, 5, 1, 2, 3	5, 1, 2, 4, 3

**Note: Other comparable grazing system designed by NRCS staff and approved by FWS staff at Waubay NWR can be used in any given year.

Animal Unit Equivalents

1 cow/calf pair (1000 lb cow).....	1.0 AU
1 cow/calf pair (1200 lb cow).....	1.15 AU
1 cow/calf pair (1400 lb cow).....	1.3 AU
1 bull (1700 lbs).....	1.4 AU
1 short yearling (weaned to 1 yr).....	0.6 AU
1 long yearling (1 to 2 yr).....	0.8 AU

**AU based on NRCS stocking rates

