



**PHEASANT COUNTRY LTD
WILDLIFE TREE PLANTING
INCENTIVE GRANT APPLICATION**

I, _____, landowner, hereby make application to Pheasant Country LTD to receive financial assistance in planting trees, based upon approval by Pheasant Country LTD Board of Directors, to be paid on an annual basis over a two-year period based upon annual funding available by Pheasant Country LTD-Mitchell.

This agreement made and entered into this _____ day of _____, 20____, by and between PHEASANT COUNTRY LTD., MITCHELL, (hereinafter referred to as "PCL"), and "Landowner", WITNESSETH:

Landowner, by his signature hereon, promises, covenants and affirms that he/she will plant a minimum of two (2) acres of trees for habitat development of small game. The description (by way of directions from the nearest landmark) to said land to be set aside is as follows:

County _____ Township _____ Section _____ Quarter _____

(Attach aerial photo of land described)

The duration of this agreement is from _____, 20____ to _____, 20____, with Landowner agreeing not to use, graze or in any other manner utilized the above described land in a manner contrary to purposes set forth herein.

Landowner further allows PCL free and open access to said property through and until _____, 20____, in order to allow PCL, its agents or representatives, to inspect the same for compliance with this contract and the purposes for which said land is to be set aside. Landowner, by his signature hereon, consents to PCL, its agents or representatives, having free and unhampered rights of entry to said land for inspection purposes at such times as PCL so desires.

PCL, in consideration for such tree plantings, plans to pay the Landowner \$200.00/Acre. Payment will be made as follows: 50% after planting and 50% after the second growing season (provided that trees are cultivated and dead trees are replaced). The tree planting must be at least two (2) acres in size and payment will not be issued on acres that exceed five (5) acres. (See Attachment A for other specifications.)

Both parties further agree that should Landowner breach this agreement by using said property agreed to be set aside in a manner inconsistent with this agreement, that Landowner shall have no rights for reimbursement or other monies expended for said land set aside, or which would represent fair rental value of the same. Both parties agree that should Landowner receive his rental payment, and should Landowner set aside less than ten (10) acres, this agreement will lapse and PCL shall be entitled to reimbursement for any money paid over for the rental thereof.

This agreement constitutes the entire understanding of the parties and no other representations or inducements, verbal or written, have been made which are not set forth herein.

Dated this _____ day of _____, 20_____.

PCL Authorized Agent

Approved by PCL on: _____

Landowner Signature

Landowner Name (Please **PRINT**)

Phone Number: _____

Mailing Address: _____

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Specifications and Requirements:

1. The plantings must consist of at least eight (8) rows of trees - minimum row spacing fourteen (14) Feet. 4 Rows shall consist of conifers.
2. The planting must be at least two (2) acres and payment will not be made on acres of trees that Exceed five (5) acres.
3. The trees must be protected from livestock and weeds controlled.
4. All trees must be planted in a prepared site. No scalp plantings.
5. Applicant must be a current Pheasant Country Ltd. Contractholder/member (35 - 40 miles radius of Mitchell, SD) which includes food plot of 10 acres minimum.
6. The trees will be monitored and inspected at least once a year by the location conversation district.
7. The trees cannot be removed for at least fifteen (15) years. If land changes ownership during this Period, the current owner must refund any payments received if the new owner removes the trees.
8. Shall be accepted on a first-come, first-serve basis, subject to the annual funding available from the Pheasant Country LTD-Mitchell. Deadline for application is April 1st of each year.
9. Shall be limited to one tree planting agreement with Pheasant Country LTD-Mitchell per landowner per year.