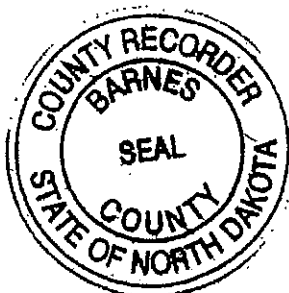


DOCUMENT NUMBER 271288

Grantor	
Grantee	
Indexed	
Checked	



Fee: \$ 25.00 271288
OFFICE OF COUNTY RECORDER County of Barnes, North Dakota
I hereby certify that the within instrument was filed in this office
on 10/20/2011 at 2:05 PM and was duly recorded.

By [Signature] County Recorder
Deputy

Form 3-1916
Revised October, 1989

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

419X

THIS INDENTURE, by and between Marlene Sarbaum, trustee of the Marlene Sarbaum Revocable Trust of [redacted], Pamela Southers, trustee of the Marlene Sarbaum Revocable Trust of [redacted], Marlene Sarbaum, widow of [redacted] and Pamela Southers, widow of [redacted], 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, 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 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, and the Land and Water Conservation Fund Act, 16 U.S.C. § 4601-4 to 4601-11, authorize 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:

MS 10-5-2011 Thirty 16-10-11

NOW, THEREFORE, for and in consideration of the sum of ~~Thirty-six Thousand Three Hundred Fifty~~ and no/100 ** Dollars (\$36,350.00), the parties of the first part do 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 12 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, 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.

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 Barnes County, State of North Dakota, to-wit:

T. 137 N., R. 61 W., 5th P.M.

Section 30, Government Lots 3, 4, E1/2SW1/4, SE1/4

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 parties of the first part, 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 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 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 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.

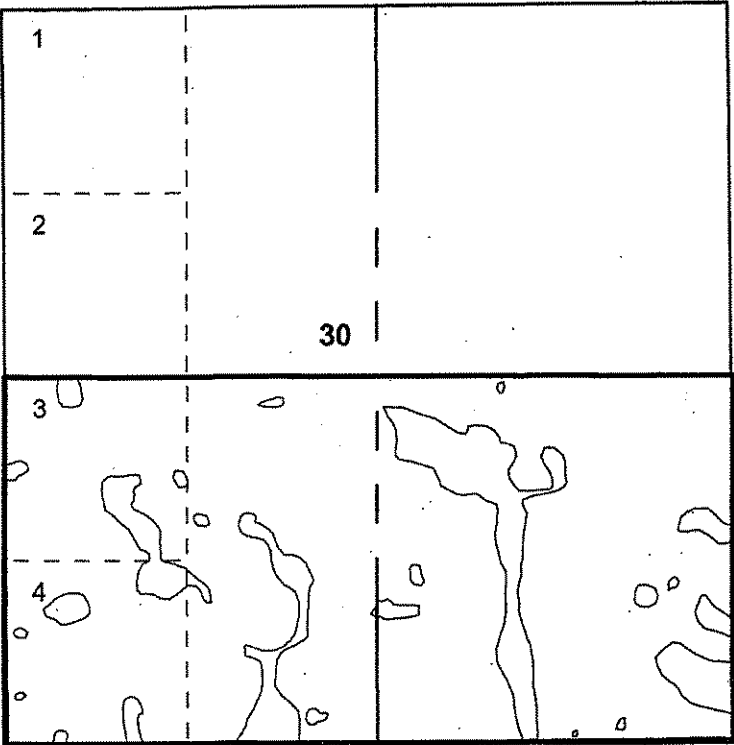
The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to **Marlene Sarbaum Revocable Trust, PO Box 486, Glasco, KS 67445** and such notice shall be binding upon all the parties of the first part 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 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.
- 4a. The vendors agree that payment will be made as follows: **Marlene Sarbaum totaling \$36,350.**

DOCUMENT NUMBER **271288**

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

Marlene Sarbaum Revocable Trust
TRACT: 419X Map: 1 of 1
WATERFOWL PRODUCTION AREA Barnes County, State of North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 137 N., R. 61 W., 5th Principal Meridian
Section 30, Government Lots 3, 4, E1/2SW1/4, SE1/4



Lot Table	
Lot	Acres
1	39.56
2	39.76
3	39.96
4	40.16



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated July 6, 2011, 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.

Marlene Sarbaum, Trustee
Marlene Sarbaum, trustee of the Marlene
Sarbaum Revocable Trust
Marlene Sarbaum
Marlene Sarbaum

Pamela Souther, trustee
Pamela Souther, trustee of the Marlene
Sarbaum Revocable Trust
Pamela Souther
Pamela Souther

Legend:

- Boundary of Easement Description
- Wetland Restoration Structure
- Wetlands Covered by Provisions of the Easement

Map prepared by: Jerry Bahn Date: 6/21/2011

Return To: BARNES COUNTY ABSTRACT CO
Box 756
Valley City ND 58072
271288
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