3-1916
Rev. 1963

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

49X

THIS INDENTURE, by and between Omar D. Dekker and Dorothy G. Dekker, his wife, residing at Finley, North Dakota,

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, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes 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:

NOW, THEREFORE, for and in consideration of the sum of six hundred----- Dollars ($600.00), the parties of the first part 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 six 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, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States: STATE OF NORTH DAKOTA, STEELE COUNTY, T. 147 N., R. 56 W., 5th P.M. section 30, SE¼SW¼, lot 4, and that part N½SW¼ desc. as fol: com.at the SE cor. of NE¼SW¼, thence N. 32.00 rds., W. 105 rds., S.32 rds., E. 105 rds. to P.O.B., and that part of the SE¼ lying W. of the G.N. RR R/W. exc. that part deeded to the Finley Baptist Church as cited in B. 15 at P. 502, containing 142. 12 acres.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. 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, 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.

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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.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Omar D. Dekker at Finley, North Dakota 58230 and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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4. 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.

5. Payment of the consideration will be made by Disbursing Officers 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 Field Solicitor of the Department of the Interior shall have approved the easement interest thus vested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 2nd day of April , 1970.

Omar D. Dekker (L.S.)
Omar D. Dekker

Dorothy G. Dekker (L.S.)
Dorothy G. Dekker

_____ (L.S.)

_____ (L.S.)

Arthur L. Moore (L.S.)
Arthur L. Moore (Witness)

_____ (L.S.)

ACKNOWLEDGEMENT

STATE North Dakota)
ss
COUNTY OF Steele)

On this 2nd day of April , in the year 1970, before me personally appeared Omar D. Dekker and Dorothy G. Dekker , his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (##) executed the same as their (### free act and deed.

Kenneth L. Bedell
Notary Public
(Official Title)

(SEAL)

My commission expires October 3, 1970

ACCEPTANCE

This indenture is accepted on behalf of the United States this day of

MAY 14 1970 , 19 , under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM 1.3, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.5D(1).

THE UNITED STATES OF AMERICA

By John R. Langenbach
John R. Langenbach

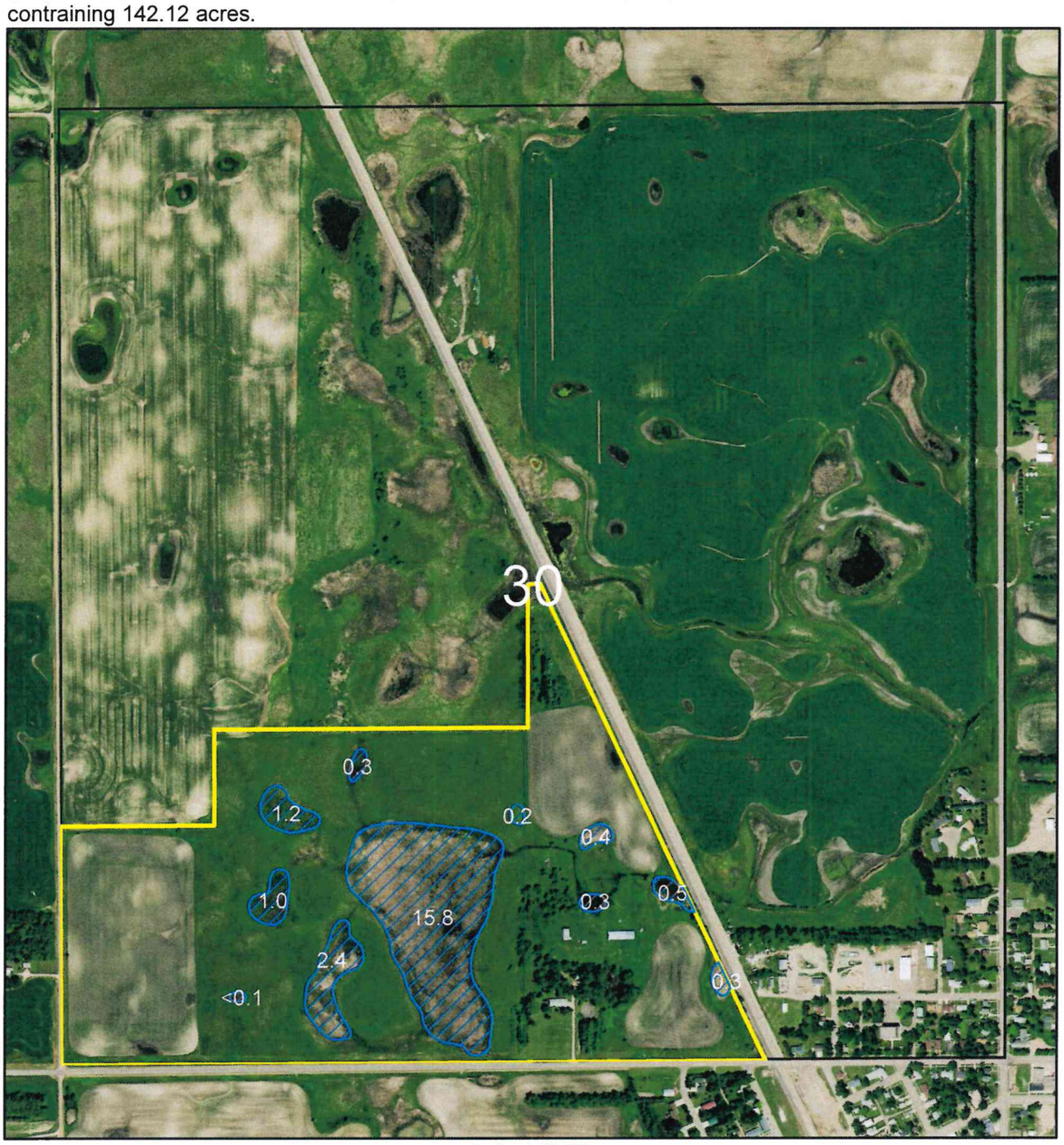
(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife

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Steele County, North Dakota

T 147 N. R 56 W.

SECTION 30, SE1/4SW1/4, lot 4, and that part N1/2SW1/4 desc. as follows: com. at the SE cor. of NE1/4SW1/4, thence N. 32 rds., W. 105 rds., S. 32 rds., E. 105 rds. to P.O.B., and that part of the SE1/4 lying W. of the G.N. RR R/W. exc. that part deeded to the Finley Baptist Church as cited in B. 15 at P. 502, contraining 142.12 acres.



Scale: 1:10,560

0 0.1 0.2 0.4 0.6 0.8 1

Miles

The U.S. Fish & Wildlife Service (Service) has purchased and owns a perpetual easement which restricts the rights to drain, burn, fill or level any wetland areas depicted on this map. This map represents the Service's effort to depict the approximate sizes, shapes, and locations of all protected wetland areas and is not intended to depict water levels in wetland areas for any given year. Wetland area acre estimates are provided to demonstrate that mapped wetland areas are consistent with the acres for which the Service paid. Any other interpretation of the estimated wetland area acreages may lead to a mischaracterization of the easement conveyance. A permit is required from the Service before conducting activities that result in the draining, burning, filling or leveling of wetland areas identified on this map.

Section Boundary

Boundary of Easement Description

Wetland Areas Covered by Provisions of the Easement

Data Sources: Farm Service Agency: NAIP Imagery 2019, USFWS: Easement Boundary, BLM: Public Land Survey System (Sections). Map Date: 3/09/2020