

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE (169X,1)
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Truman Lytle and Margaret Lytle, his wife,
of Antler, 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 (\$ 3,350.00)

Thirty Three Hundred Fifty - - - - - Dollars, 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 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, 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 access thereto by authorized representatives of the United
States:

- section 6: T. 163 N., R. 82 W., 5th P.M., Bottineau County, North Dakota
Frac. N $\frac{1}{2}$;
- section 31: T. 164 N., R. 82 W., 5th P.M.,
Frac. SW $\frac{1}{4}$;
- section 25: T. 164 N., R. 83 W., 5th P.M.
lots 1, 2, 3, 4;
- section 36: SE $\frac{1}{4}$.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, elec-
trical transmission lines, telegraph and telephone lines, cable 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 recurring 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 here-
after recurs 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 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.

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 acknow-
ledged 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 address-
ed to Truman Lytle
at Antler, North Dakota 58711
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 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 16th day of April, 1971.

Truman Lytle (L.S.)
Margaret Lytle (L.S.)
(L.S.)
(L.S.)

ACKNOWLEDGEMENT

STATE North Dakota
COUNTY OF Bottineau } ss

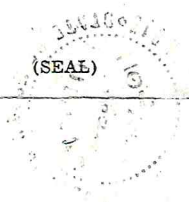
On this 16th day of April, in the year 1971, before me personally appeared

Truman W. Lytle aka Margaret I. Lytle, 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.

Richard A. Hanson

RICHARD (Official Title)
Notary Public
My Commission expires 10-28-71

My commission expires



ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this day of JUN 1 1971 19

STATE OF NORTH DAKOTA
COUNTY OF BOTTINEAU
I hereby certify that the within instrument was filed for record in this office on June 4, 1971, at 11:22 o'clock A.M., and duly recorded in Book 162 of April on Page 31.
[Signature]

RECORDING FEE \$2.00

THE UNITED STATES OF AMERICA

By [Signature]
Acting Regional Director
Bureau of Sport Fisheries and Wildlife