



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Devils Lake Wetland Management District  
221 2<sup>nd</sup> St. NW STE 2  
Devils Lake, North Dakota 58301  
701-662-8611

September 8, 2017

Cheryl Hill Trustee  
P.O. Box 1980  
Fargo, ND 58107-1980

Dear Landowner(s):

Since 1961, the U.S. Fish and Wildlife Service has purchased wetland easements to conserve wetland areas that are important to migratory birds. Wetland easements are perpetual and restrict the rights to drain, burn, fill or level protected wetland areas.

Public records indicate that you own property that is covered by a U.S. Fish and Wildlife Service wetland easement. The property is more specifically described as:

T. 154N., R. 68W., 5th P.M.

Section 29, NE4

T. 154N., R. 69W., 5th P.M.

Section 35, E2SE4, W2SE4, SE4SW4, NE4

Section 36, SE4 (LESS N 60 RODS)

A copy of the easement conveyance document(s) and wetland map(s) are attached for your records.

This letter is being sent to you as a courtesy and we encourage you to share this letter with your renter if you do not operate on the land yourself. Please note that the wetland easement is a permanent fixture to the title of the land and remains so even when ownership of the land changes.

If you have any questions regarding the terms of the wetland easement on your property, please contact the manager of the Devils Lake Wetland Management District, 221 2<sup>nd</sup> St. NW STE 2, Devils Lake, North Dakota 58301; or telephone (701) 662-8611.

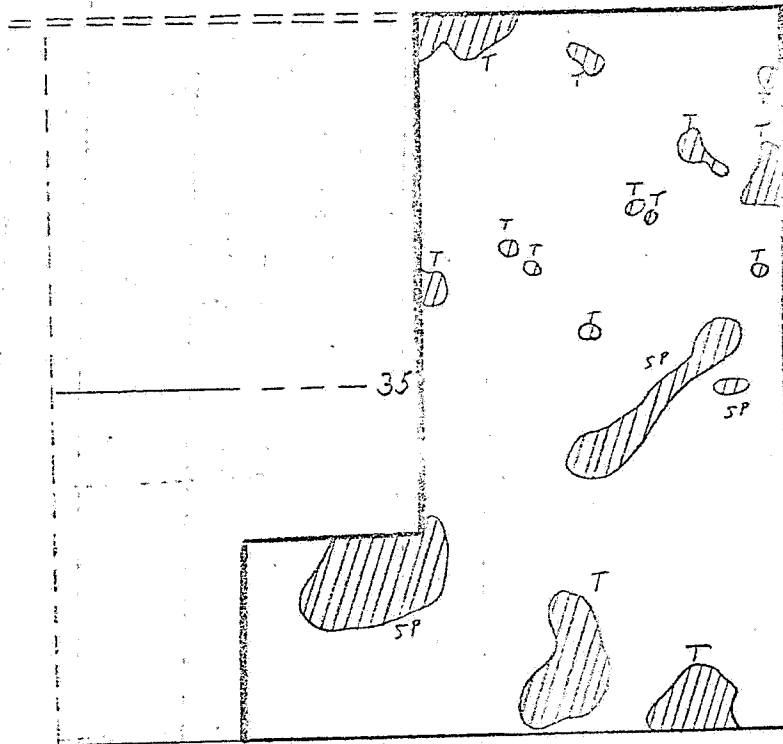
Sincerely,

Brian Vose  
Deputy Project Leader

United States Department of the Interior  
Fish and Wildlife Service  
Bureau of Sport Fisheries and Wildlife  
Branch of Realty

DESCRIPTION

HAALAND ET UN, HAROLD S. TRACT (25X) 350.00 ACRES  
WATERFOWL PRODUCTION AREA BENSON COUNTY NORTH DAKOTA  
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED  
DESCRIPTION: FIFTH PRINCIPAL MERIDIAN  
R. 69 W., T. 154 N., SEC. 35, E<sub>2</sub>, SE<sub>2</sub>, SW<sub>2</sub>



Wetlands Areas

Scale - 4" = 1 mile

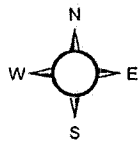
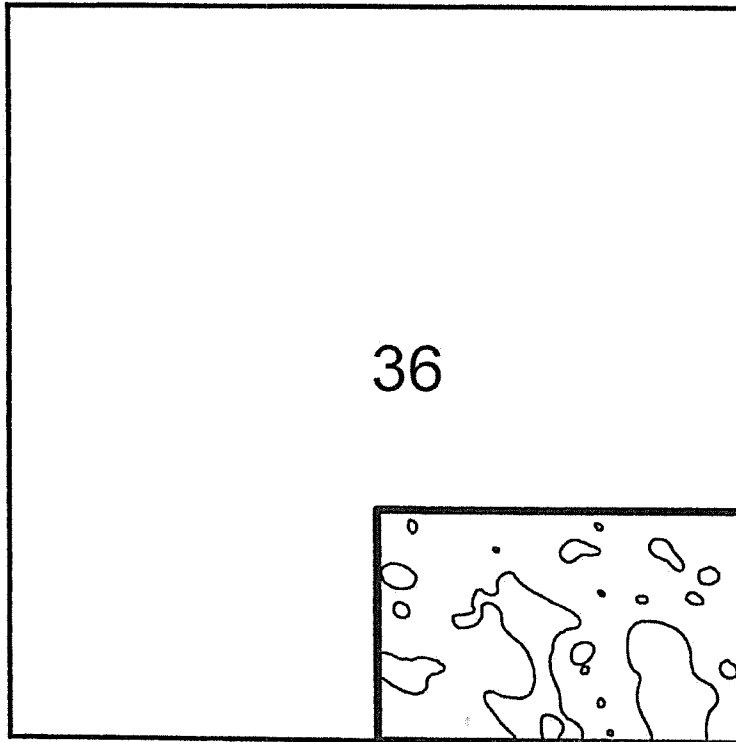
UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

Tract: 639X,1

Map 1 of 4

WATERFOWL PRODUCTION AREA BENSON COUNTY, STATE OF NORTH DAKOTA EASEMENT  
AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 154 N., R. 69 W., 5th PRINCIPAL MERIDIAN

SECTION 36, S1/2SE1/4, S1/2S1/2N1/2SE1/4



1 inch = 0.25 miles






The U.S. Fish and Wildlife Service (Service) has purchased and owns perpetual rights which restrict or prohibit the right to drain, burn, level, and fill any wetland basins depicted on this map. This map represents the Service's effort to depict the approximate location, size and shape of all protected wetlands based on information and maps available at the time this map was prepared. This map is not meant to depict water levels in the wetland in any given year.

Prepared by:   
Nathan Gattey

Approved by:   
Alicia Campbell

Date: 9-29-2016

LEGEND

-  Section Boundary
-  Boundary of Easement Description
-  Wetlands Covered by Provisions of the Easement
-  Wetlands Deleted from the Easement
-  Approved Drainage Facility

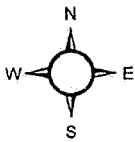
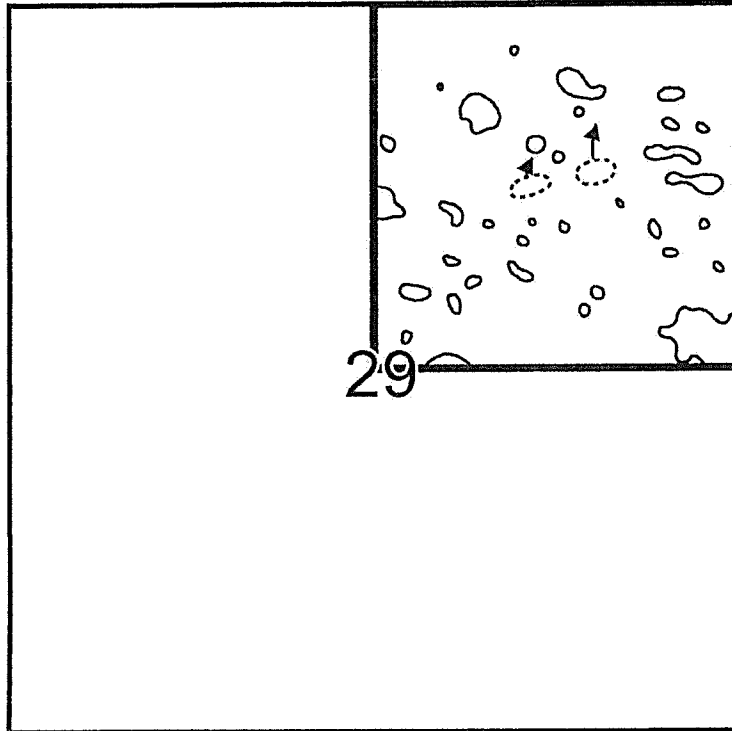
UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

Tract: 639X,1

Map 4 of 4

WATERFOWL PRODUCTION AREA BENSON COUNTY, STATE OF NORTH DAKOTA EASEMENT  
AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.  
T. 154 N., R. 68 W., 5th PRINCIPAL MERIDIAN

SECTION 29, NE1/4



1 inch = 0.25 miles






The U.S. Fish and Wildlife Service (Service) has purchased and owns perpetual rights which restrict or prohibit the right to drain, burn, level, and fill any wetland basins depicted on this map. This map represents the Service's effort to depict the approximate location, size and shape of all protected wetlands based on information and maps available at the time this map was prepared. This map is not meant to depict water levels in the wetland in any given year.

Prepared by: *Nathan Gattey*  
Nathan Gattey

Approved by: *Alicia Campbell*  
Alicia Campbell

Date: 9.29.2016

LEGEND

-  Section Boundary
-  Boundary of Easement Description
-  Wetlands Covered by Provisions of the Easement
-  Wetlands Deleted from the Easement
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UNITED STATES DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE  
BUREAU OF SPORT FISHERIES AND WILDLIFE 639X11  
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between  
J. V. Leppard, a single man of Brinsmade, North Dakota 58320

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 (\$10,000 )

Ten Thousand . . . . . 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 nine 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:

Benson County, North Dakota  
T. 154 N. R. 69 W., 5th P.M.  
section 36, S $\frac{1}{2}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$

T. 154 N. R. 68 W., 5th P.M.  
section 31, SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Lots 3 and 4  
section 32, SW $\frac{1}{2}$   
section 29, NE $\frac{1}{4}$

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical 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 hereafter 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.

Excepted are certain drainage ditches which the parties of the first part may maintain and/or wetlands which are deleted from the provisions of this easement. The above exceptions are shown on a map certified by the Regional Director at the time of acceptance.

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 J. V. Leppard at Brinsmade, North Dakota 58320 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 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

7 day of April, 19 75.

(L.S.) J. V. Leppard

(L.S.) \_\_\_\_\_  
 (L.S.) \_\_\_\_\_  
 (L.S.) \_\_\_\_\_

ACKNOWLEDGEMENT

STATE North Dakota }  
 COUNTY OF Benson } ss

On this 7 day of April J. V. Leppard, a single man, in the year 1975, before me personally appeared

, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that (he) executed the same as (his) free act and deed.

(SEAL) Notary Public Ronald H. Perry (Official Title)

My commission expires December 4, 1980

Fee	<input checked="" type="checkbox"/>
Recd.	<input checked="" type="checkbox"/>
Direct	<input checked="" type="checkbox"/>
Comp	<input checked="" type="checkbox"/>
Grantee	<input checked="" type="checkbox"/>
Grantor	<input checked="" type="checkbox"/>
Index	<input checked="" type="checkbox"/>
Margin	<input checked="" type="checkbox"/>

HENSON COUNTY, N. D. CO. 100  
 I hereby certify that the above is a true and correct copy of the original as the same appears in my records.  
 Day of October 1975  
 23rd of month  
 186  
 Registrar of Deeds

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 SEP 25 1975 19

THE UNITED STATES OF AMERICA  
 By Harvey Willoughby  
 Acting Regional Director  
 Bureau of Sport Fisheries and Wildlife  
 U. S. Fish and Wildlife Service

3-1916  
July 1960

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

THIS INDENTURE, by and between Harold S. Haaland and Ruth M. Haaland, his wife,  
residing at Route 1, Box 1265, Gig Harbor, Washington

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 and pothole areas, and interests therein; and

WHEREAS, the lands described below contain or include small wetland or pothole areas  
suitable in their present condition for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of One Thousand Dollars  
(\$ 1,000.00), the parties of the first part hereby convey to the United States, for a term  
commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized  
representative which acceptance must be made within ~~three~~ nine months of the execution of this indenture

by the parties of the first part, ~~and granting~~ a perpetual ~~XXX~~ easement 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:

State of North Dakota

Benson County

T. 154 N., R. 69 W., 5th P.M.

section 11, NE $\frac{1}{4}$

section 14, N $\frac{1}{2}$  excepting a parcel of land conveyed by Ole and Mary  
Kinneberg to Minneapolis, St. Paul and Sault Ste. Marie Railroad Co.  
by deed, B. Y, P. 393; also excepting a parcel of land conveyed by Ada  
F. Truesdell and Ole Kinneberg to Minneapolis, St. Paul and Sault Ste.  
Marie Railroad Co. by deed, B. 4, P. 220; also Minneapolis, St. Paul  
and Sault Ste. Marie Railroad right-of-way

section 15, ~~NE $\frac{1}{4}$~~ , ~~SW $\frac{1}{4}$~~  excepting a parcel of land conveyed by (see attachment)

~~E $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$~~   
The parties of the first part, for themselves and for their successors and assigns,  
covenant and agree that they will cooperate in the maintenance of the aforesaid land as a waterfowl  
production area by not draining or permitting the draining, through the transfer of appurtenant  
water rights or otherwise, of any of the wetlands, including lakes, ponds, marshes, sloughs, swales,  
swamps, or potholes, now existing or hereafter occurring on the above-described tract, by ditching  
or any other means; by not filling in with earth or any other material, any low areas or wetlands,  
including lakes, ponds, marshes, sloughs, swales, swamps, or potholes; 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, licensees, 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, and burning provisions  
mentioned above.

Areas of existing marsh vegetation and depressions which may hold water during certain  
periods, as well as existing drainage facilities, including drainage ditches, tiles, outlets, and  
pumps, are shown on a map of the above-described property, a copy of which has been filed with a  
copy of this document in the files of both of the parties hereto.

SPECIAL PROVISIONS

1. This indenture shall be of no force or effect until accepted on behalf of the United  
States by the Secretary of the Interior or his authorized representative.
2. In the event the use of the land covered by this indenture is required by a body  
possessing the power of eminent domain for public purposes other than draining the land, the  
Secretary of the Interior or his authorized representative may release the rights of the United  
States under this indenture upon the payment of the pro rata amount of the consideration for the  
unexpired term of this indenture.
3. Notice of acceptance of this agreement shall be given the parties of the first part by  
certified mail addressed to Harold S. Haaland at Route 1, Box 1265, Gig Harbor, Wash.  
and such notice shall be binding upon all of the parties of the first part without sending a  
separate notice to each.

Contract No. 14-16-0003-4599

28 X 1-3

4. 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.

5. 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.

6. Payment of the consideration will be made by Disbursing Officer's check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and processing of the usual Government voucher.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals  
this 28th day of December, 1962

Harold S. Haaland (L.S.)  
Harold S. Haaland

Ruth M. Haaland (L.S.)  
Ruth M. Haaland

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

ACKNOWLEDGMENT

STATE OF WASH )  
COUNTY OF Pierce ) ss:

On this 28<sup>th</sup> day of Dec, in the year 1962, before me personally appeared Harold S. Haaland and Ruth M. Haaland, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (he) executed the same as their (his) free act and deed.

Manuel Parish

(Official Title)

(SEAL)

My commission expires Sept 25 - 1966

ACCEPTANCE

This indenture is accepted on behalf of the United States this 28<sup>th</sup> day of Dec, 1962, 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

W. B. ...

(Title)

Regional Director  
Bureau of Sport Fisheries and Wildlife



Ole and Mary Kinneberg to Minneapolis, St. Paul and Sault Ste. Marie Railroad Co. by deed, B. Y, P. 393; also excepting a parcel of land conveyed by Ada F. Truesdell and Ole Kinneberg to Minneapolis, St. Paul and Sault Ste. Marie Railroad Co. by deed, B. 4, P. 220; also Minneapolis, St. Paul and Sault Ste. Marie Railroad right-of-way section 35, E $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$

T. 153 N., R. 69 W., 5th P.M.

section 2, lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$

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

