

DOCUMENT NO. 247785

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

(305X, 1, 2)

THIS INDENTURE, by and between Ben Auran and Alvilda Auran, his wife,
of Maxbass, 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 (\$ 2,150.00)

Twenty One 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:

T. 160 N., R. 80 W., 5th P.M., Bottineau County, North Dakota

section 5: SE $\frac{1}{4}$;

T. 161 N., R. 80 W., 5th P.M.,

section 26: NW $\frac{1}{4}$;

section 34: NE $\frac{1}{4}$.

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 Mr. Ben Auran
at Maxbass, North Dakota 58760
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

27th day of July, 19 72.

Ben Auran (L.S.) _____ (L.S.)
Ben Auran

Alvilda Auran (L.S.) _____ (L.S.)
Alvilda Auran

____ (L.S.) _____ (L.S.)

____ (L.S.) _____ (L.S.)

ACKNOWLEDGEMENT

STATE North Dakota }
COUNTY OF Bottineau } ss

On this 27th day of July, in the year 1972, before me personally appeared

aka Alvilde Auran and aka
Ben Auran and Alvilda Auran/ Alvilda C. Auran, 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 ~~(just)~~ free act and deed.

Richard C. Hanson

(Official Title)

RICHARD C. HANSON

Notary Public

My Commission expires 8-2-77

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 OCT 16 1972 19.

STATE OF NORTH DAKOTA }
COUNTY OF BOTTINEAU } ss.

I hereby certify that the within instrument was filed for record in this office on Oct. 19, 19 72, at 4:50 o'clock P.M., and duly recorded in Book 112 of _____ on Page 314.
Richard C. Hanson
REGISTER OF DEEDS

RECORDING FEE \$2.00

THE UNITED STATES OF AMERICA

By Charles A. Hughlett
/s/ Charles A. Hughlett
(Title) Deputy Regional Director
Bureau of Sport Fisheries and Wildlife

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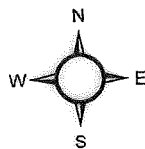
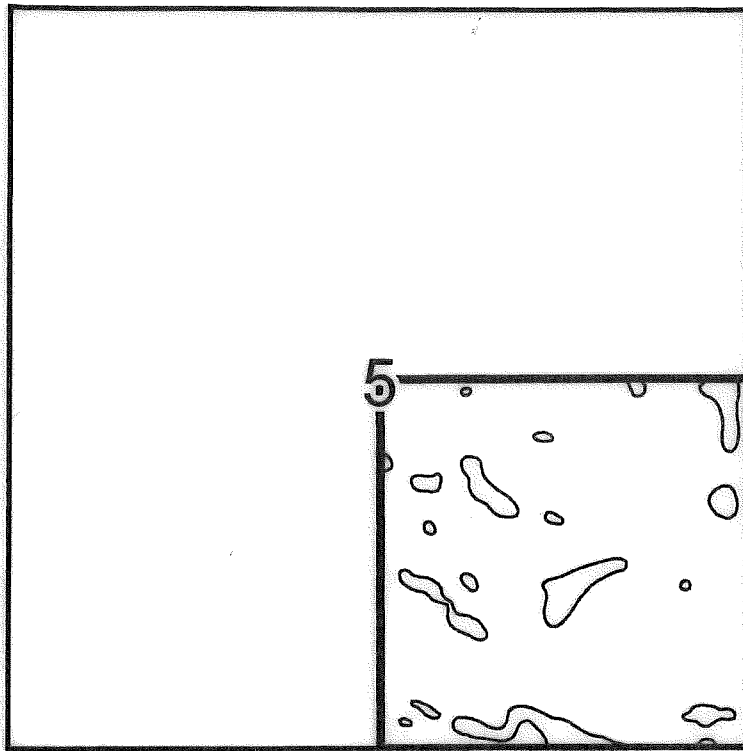
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

Tract: 305X,1,2

Map 1 of 3

WATERFOWL PRODUCTION AREA BOTTINEAU COUNTY, STATE OF NORTH DAKOTA EASEMENT
AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 160 N., R. 80 W., 5th PRINCIPAL MERIDIAN

SECTION 5: SE1/4



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: *Therin Bradshaw*
Therin Bradshaw

Approved by: *John Takala*
John Takala

Date: *8/29/2019*

LEGEND



Section Boundary



Boundary of Easement Description



Wetlands Covered by Provisions of the Easement



Wetlands Deleted from the Easement



Approved Drainage Facility