UNITED STATES DEPARTMENT OF THE INTERIOR

U. S. FISH AND WILDLIFE SERVICE — BUREAU OF SPORT FISHERIES AND WILDLIFE

RECORD BOOK—(3-1916) (Rev. 1963) 136765 GLOBE GAZETTE, WAHPETON, N.D.

Conveyance of Easement for Waterfowl Management Rights

of LaMoure, North Dakota 194X

THIS INDENTURE, by and between Arthur M. Sandness and Erna L. Sandness, husband and wife,/ 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 ($1200.00) one thousand two hundred - - - - - - - - - - Dollars ($), 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, LAMOURE COUNTY,

T. 135 N., R. 60 W., 5th P.M. section 28, $SE\frac{1}{4}$
section 33, $NE\frac{1}{4}$

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

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 Arthur M. Sandness at LaMoure, North Dakota 58458, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each. Contract No. 14-16-0003 24782

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.

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 25th day of September, 1970.

Arthur M. Sandness (L. S.)

Erna L. Sandness (L. S.)

(Witness) (L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF North Dakota
COUNTY OF LaMoure } ss.

ACKNOWLEDGMENT

On this 25th day of September, in the year 1970, before me personally appeared Arthur M. Sandness and Erna L. Sandness 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.

N. P. Seal X

Arthur L. Moore, Notary Public

(Official Title)

My commission expires May 21, 1976

ACCEPTANCE

This indenture is accepted on behalf of the United States this day of Nov. 10, 1970, 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 Lewis R. Garlick

(Title) Deputy Regional Director

Bureau of Sport Fisheries and Wildlife

OFFICE OF REGISTER OF DEEDS

STATE OF NORTH DAKOTA
COUNTY OF LAMOURE } ss.

Filed for record this 13th day of Nov. A. D., 1970, at 9:45 o'clock and — minutes A. M., and recorded in book #4 of Easements, on page 461.

R. D. Seal X

By Deputy.

MINNIE CRIST

Register of Deeds.