

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE 219X112
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between William Phelps Jr. also known as William H. Phelps Jr.,
a single man, of Binford, 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 (\$ 7000.00)

Seven 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 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:

Griggs County, North Dakota

T. 147 N., R. 61 W., 5th P.M.

sec. 24, $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$

✓ sec. 25, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{4}$

sec. 36, All

T. 147 N., R. 60 W., 5th P.M.

sec. 33, E $\frac{1}{4}$ SE $\frac{1}{4}$

sec. 34, SW $\frac{1}{4}$

T. 146 N., R. 59 W., 5th P.M.

✓ sec. 2, that part of section 2 lying south and west of the Burlington
Northern Railroad r-o-w.

✓ sec. 3, 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 William Phelps Jr.
at Binford, North Dakota 58416
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

Contract No. 14-16-0006-125-8

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

22 day of August, 1973.

William H. Phelps Jr. (L.S.) _____ (L.S.)
William H. Phelps Jr.
____ (L.S.) _____ (L.S.)
____ (L.S.) _____ (L.S.)
____ (L.S.) _____ (L.S.)

ACKNOWLEDGEMENT

STATE North Dakota }
COUNTY OF Griggs } ss

On this 22 day of August, 1973, before me personally appeared

William Phelps Jr. also known as William H. Phelps Jr., a single man,
known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that ~~he~~ (he) executed the same as ~~his~~ (his) free act and deed.

William B. Barnes Jr.
William B. Barnes Jr.

Notary Public, North Dakota
(Official Title)

My commission expires May 17, 1979

(SEAL)

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COUNTY OF GRIGGS }
REGISTER'S OFFICE
I HEREBY CERTIFY that the within instru-
ment was filed in this office for record on the
20th day of December, A. D.
1973, 9:00 o'clock A.M. and was duly
recorded in Book _____ of
Misc. at Page 45.
Ole A. Troseth,
DEPUTY OF DEEDS
By William H. Phelps Jr.

ACCEPTANCE

The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States this 7th day of December 1973.

THE UNITED STATES OF AMERICA

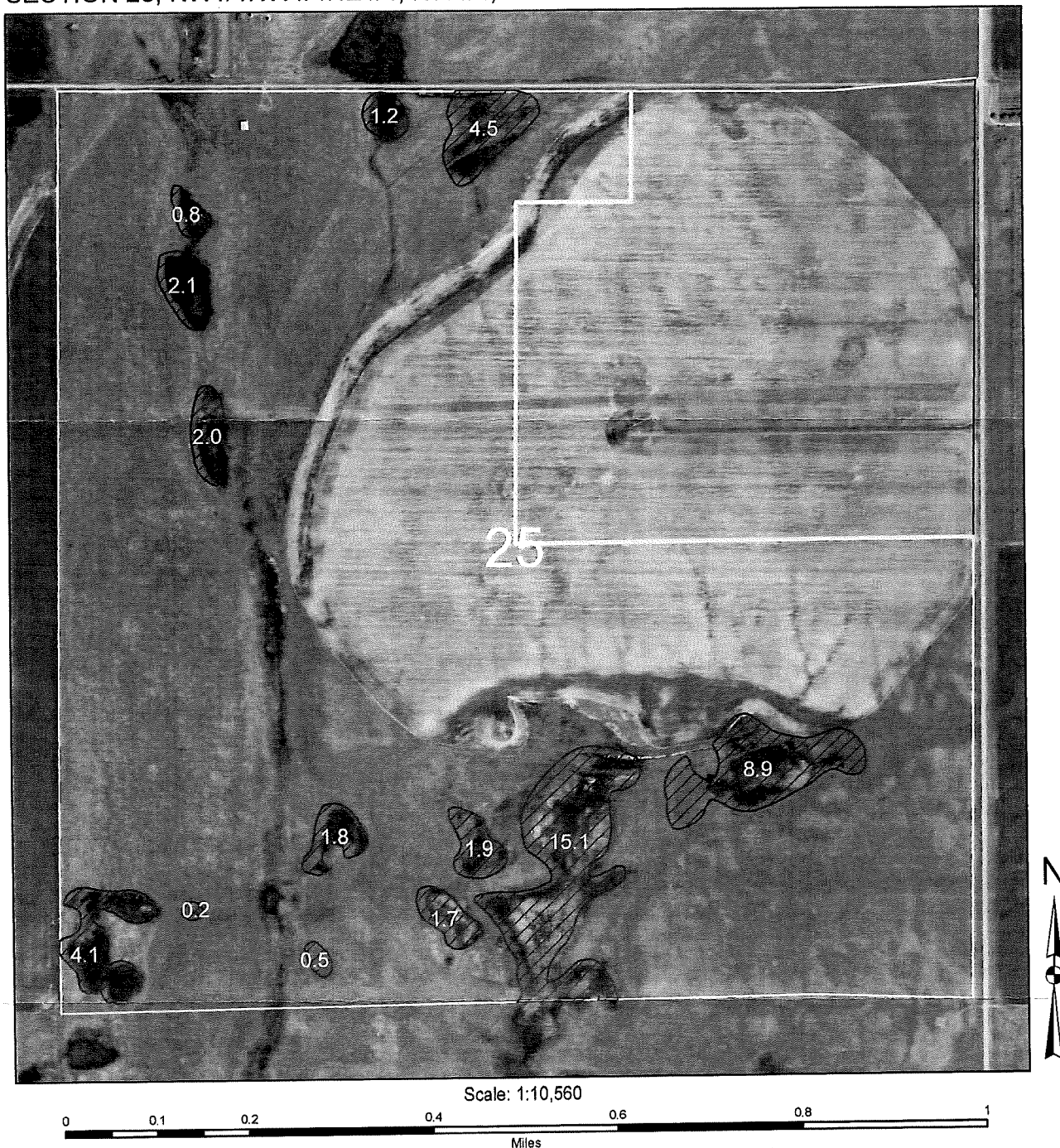
By Harvey Allbaughly
(Title) Acting Regional Director
Bureau of Sport Fisheries and Wildlife

219X,1,2




Griggs County, North Dakota

T 147 N. R 61 W.

SECTION 25, NW1/4NW1/4NE1/4, NW1/4, S1/2



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