

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

218X

THIS INDENTURE, by and between **Franklin E. Rutter and Olive Rutter, his wife, of Ruso, North Dakota and the State of 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 **Eight Hundred** Dollars (\$ **800.00**), 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:

T. 149 N., R. 80 W., 5th P.M., McLean County, North Dakota
section 14: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$,

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 **Mr. Franklin E. Rutter** at **Ruso, North Dakota 58778**, and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.
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.

Contract No. 14-16-0003-23099

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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 26th day of August, 1969.

Franklin E. Rutter (I.S.)
Franklin E. Rutter
Olive Rutter (I.S.)
Olive Rutter

STATE OF NORTH DAKOTA (I.S.)
By: Robert Schneider
State Land Commissioner

Lavina Wigner (I.S.)
Lavina Wigner
(Witness)

ACKNOWLEDGEMENT:

STATE North Dakota)
COUNTY OF McLean) ss

On this 26th day of August, in the year 1969, before me personally appeared **Franklin E. Rutter** and **Olive Rutter**, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they ~~had~~ executed the same as their ~~own~~ free act and deed.

Cecil E. Keisacker
Cecil E. Keisacker

Notary Public, Ward Co., N. Dakota
(Official Title)

(SEAL)

My commission expires November 16, 1973

ACCEPTANCE

This indenture is accepted on behalf of the United States this _____ day of JAN 6 1970, 19____, 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: S. E. Jorgensen
S. E. Jorgensen
Acting Regional Director
(Title) Bureau of Sport Fisheries and Wildlife

UNITED STATES DEPARTMENT OF THE INTERIOR

(302X)

U. S. FISH AND WILDLIFE SERVICE

DOCUMENT No. 268807

CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Franklin Rutter and Olive Rutter, his wife, of Ruso, North Dakota, and Harold Grosz and Juanita Grosz, his wife, of Garrison, 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 (\$ _____)

----- 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 _____ 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. 149 N., R. 80 W., 5th P.M., McLean County, North Dakota
section 11: S2SW1/4, SE1/4.

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 map versions 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 Mr. Franklin Rutter at Ruso, North Dakota 58779 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 Delegates to Congress, or Resident Commissioners, 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

25th day of March, 1976

Franklin Rutter (L.S.)
Franklin Rutter

Olive Rutter (L.S.)
Olive Rutter

Harold Grosz (L.S.)
Harold Grosz

Juanita Grosz (L.S.)
Juanita Grosz

ACKNOWLEDGEMENT

STATE North Dakota }
COUNTY OF McLean }

On this 25th day of March, in the year 1976, before me personally appeared Franklin Rutter and Olive Rutter, his wife,

Harold Grosz and Juanita Grosz

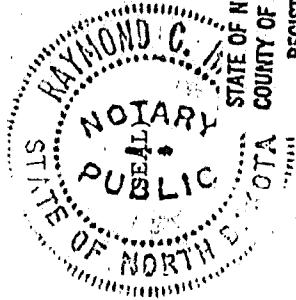
be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their ~~own~~ free act and deed.

, his wife, known to me to

Raymond C. Hart
Raymond C. Hart

Notary Public Ward Co., N. Dakota
(Official Title)

My commission expires 10-27-78



REGISTER OF DEEDS OFFICE
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON THE 14TH DAY OF JULY A.D. 1976, AT 1:00 O'CLOCK P. M., AND WAS DULY RECORDED IN BOOK 6-85 PAGE 131

Raymond C. Hart
REGISTER OF DEEDS

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 22 1976

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THE UNITED STATES OF AMERICA

BOOK 6-85 PAGE 132

By Frank R. Richardson

Frank R. Richardson
Acting Regional Director

(Title)

U.S. Fish & Wildlife Service

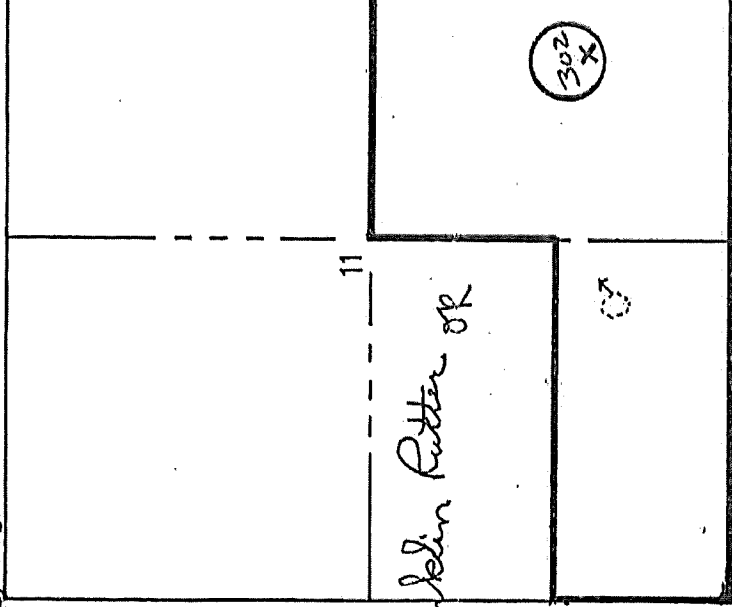
United States Department of the Interior
Fish and Wildlife Service
Bureau of Sport Fisheries and Wildlife
Branch of Realty

DRAINAGE FACILITY MAP

Rutter et al., Franklin
WATERFOWL PRODUCTION AREA
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF
DESCRIPTION:
T149 N., R. 80 W.
section 11: S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

TRACT (302X)
McLean COUNTY

FIFTH PRINCIPAL MERIDIAN



I hereby certify that this map represents the
ditches and/or deleted wetlands referred to in
agreement executed 3/25/76 and

Regional Director

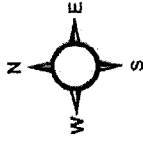
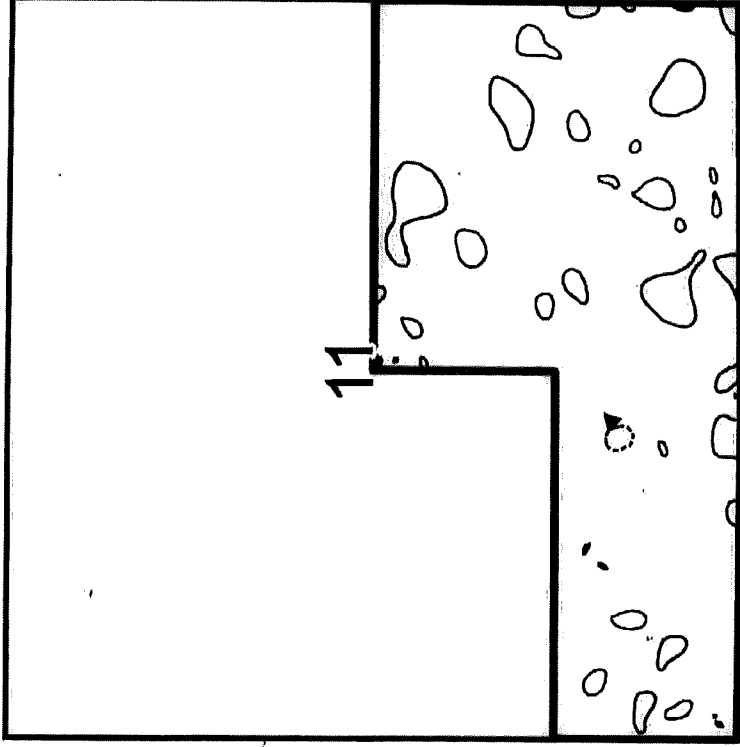
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

Tract: 302X

Map 1 of 1

WATERFOWL PRODUCTION AREA McLEAN COUNTY, STATE OF NORTH DAKOTA EASEMENT
AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 149N., R. 80W., 5th PRINCIPAL MERIDIAN

SECTION 11: S1/2SW1/4, 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: Marissa Selcov
Marissa Selcov

Approved by: Kathy Baer
Kathy Baer

Date: 6/17/19

LEGEND

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