

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filing, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property. Whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. Violations and Remedies – Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

Attachment A

X164452

A tract of land situated in Section 1, Township 144 North, Range 67 West of the Fifth Principal Meridian, Stutsman County, North Dakota, more particularly described as follows:

Beginning at the Northeast corner of said Section 1, thence $S0^{\circ}03'09''E$ along the East Section line a distance of 5070.95 feet to the Southeast corner of said Section 1; thence $N89^{\circ}50'19''W$ along the South Section line a distance of 3256.94 feet to an iron pin; thence $N3^{\circ}37'39''W$ a distance of 1415.36 feet to an iron pin; thence $N45^{\circ}08'04''W$ a distance of 806.37 feet to an iron pin; thence $N39^{\circ}58'20''W$ a distance of 573.36 feet to an iron pin; thence $N53^{\circ}32'20''W$ a distance of 294.14 feet to an iron pin; thence $N70^{\circ}30'00''W$ a distance of 358.49 feet to an iron pin; thence $N89^{\circ}11'25''W$ a distance of 429.18 feet to an iron pin located on the West Section line of said Section 1; thence $N0^{\circ}08'15''W$ along said Section line a distance of 1417.72 feet to an iron pin; thence $S57^{\circ}59'19''E$ a distance of 101.61 feet to an iron pin; thence $S41^{\circ}48'34''E$ a distance of 146.61 feet to an iron pin; thence $S18^{\circ}12'14''E$ a distance of 107.14 feet to an iron pin; thence $N89^{\circ}41'05''E$ a distance of 1114.27 feet to an iron pin; thence $S51^{\circ}03'45''E$ a distance of 987.46 feet to an iron pin; thence $S0^{\circ}04'05''E$ a distance of 342.41 feet to an iron pin; thence $S55^{\circ}44'20''E$ a distance of 720.06 feet to an iron pin; thence $S78^{\circ}05'16''E$ a distance of 401.59 feet to an iron pin; thence $S79^{\circ}58'07''E$ a distance of 549.63 feet to an iron pin; thence $N62^{\circ}04'52''E$ a distance of 105.08 feet to an iron pin; thence $S88^{\circ}24'52''E$ a distance of 472.29 feet to an iron pin; thence $N53^{\circ}42'32''E$ a distance of 101.35 feet to an iron pin; thence $N53^{\circ}58'19''W$ a distance of 821.84 feet to an iron pin; thence $N21^{\circ}04'56''E$ a distance of 433.42 feet to an iron pin; thence $N36^{\circ}37'52''E$ a distance of 214.70 feet to an iron pin; thence $N45^{\circ}30'39''E$ a distance of 292.63 feet to an iron pin; thence $S69^{\circ}08'51''E$ a distance of 167.47 feet to an iron pin; thence $S1^{\circ}25'54''E$ a distance of 252.61 feet to an iron pin; thence $S83^{\circ}51'11''E$ a distance of 76.98 feet to an iron pin; thence $N31^{\circ}52'27''E$ a distance of 99.97 feet to an iron pin; thence $N16^{\circ}53'41''E$ a distance of 316.83 feet to an iron pin; thence $N34^{\circ}10'50''E$ a distance of 375.06 feet to an iron pin; thence $N2^{\circ}04'11''W$ a distance of 226.60 feet to an iron pin; thence $N23^{\circ}34'38''E$ a distance of 396.53 feet to an iron pin; thence $N2^{\circ}26'10''E$ a distance of 400.15 feet to an iron pin located on the North Section line of said Section 1; thence $S89^{\circ}57'15''E$ along said Section line a distance of 422.24 feet to the Point of Beginning. Said tract of land contains 318.03 acres more or less.

Land Use Map

X164452



MR WILFRED SCHROEDER

Jamestown Field Office
Natural Resource Conservation Service

Date: 03/05/2004



Legend

-  Ingress/Egress
-  Wilfred Schroeder Proposed Area

Section 1 144-67
Wilfred Schoeder WRP



1000 0 1000 2000 Feet

