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DOCUMENT NO. 303453

Form 3-1916
Revised October, 1989

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

J. D. T. AVT.

THIS INDENTURE, by and between Jerome D. Thompson and Arlene V. Thompson, his wife, of Walcott, North Dakota and David J. Thompson and Shari D. Thompson, his wife, of Walcott, 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, the Migratory Bird Hunting and Conservation Stamp Act,16 U.S.C. 718d(c); the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j; the Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901; and the Land and Water Conservation Fund Act, 16 U.S.C. 4061-9(a)(1), authorize 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 Fifteen Thousand Seven Hundred -- Dollars ($ 15,700.00), 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 12 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 ingress to and egress on, over, across and through any and all lands as described below by authorized representatives of the United States.

The lands covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs. swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in Richland County, State of North Dakota, to-wit:

T. 135 N., R. 50 W., 5th P.M.
sec. 12, S½ lying West of RROW
T. 136 N., R. 50 W., 5th P.M.
33, S½ less West 30 rods of the SW¼SW¼, E½NW¼

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

The parties of the first part, for themselves, 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, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. 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.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United Sates by the Secretary of the Interior of 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 herein above 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.

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J.T.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Jerome Thompson, 6125 168 Ave, Walcott, ND 58077

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 Commisioner 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 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 11 day of July 2001.

J. D. T. | A.V.T.

Jerome D. Thompson (L.S.)	Arlene V. Thompson (L.S.)
Jerome D. Thompson	Arlene V. Thompson
David J. Thompson (L.S.)	Shari D. Thompson (L.S.)
David J. Thompson	Shari D. Thompson
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)

ACKNOWLEDGMENT

STATE North Dakota)
)ss
COUNTY OF Richland)

On this 11 day of July 2001 before me personally appeared Jerome D. Thompson and Arlene V. Thompson, his wife, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they (he / she) executed the same as their (his / her) free act and deed.

(SEAL) ANNETTE B. LOKEN NOTARY PUBLIC NORTH DAKOTA

Notary Public

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 SEP 05 2001.

ANNETTE B. LOKEN
Notary Public, Richland Co., N. Dak.
My Commission Expires Feb. 14, 2002
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

THE UNITED STATES OF AMERICA

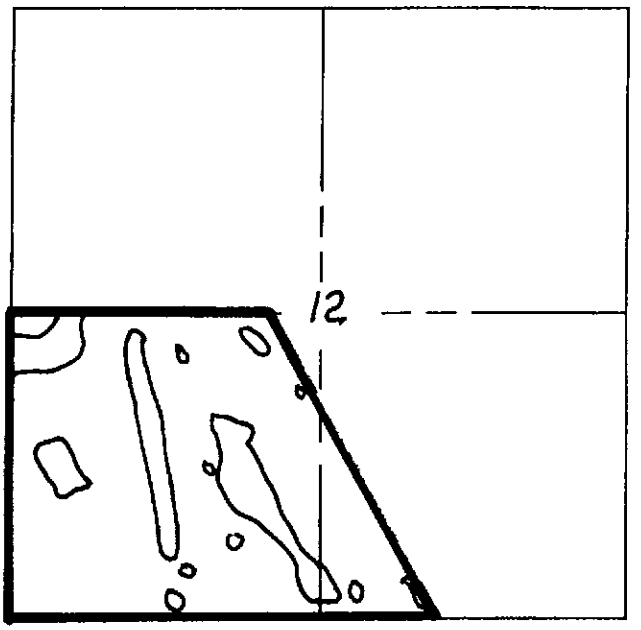
By:

Title: CHIEF, DIVISION OF REALTY
U.S. Fish and Wildlife Service

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT 85X,1 MAP 1 of 2

WATERFOWL PRODUCTION AREA Richland COUNTY, STATE OF North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 135 N., R. 50 W., 5th PRINCIPAL MERIDIAN
sec. 12, S½ lying West of RROW



Scale: 4 Inches = 1 Mile

This map delineates wetlands referred to in the easement conveyance dated July 11, 2001 which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

Jerome V. Thompson
Landowner Signature

Landowner Signature

Arlene V. Thompson
Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of Easement Description

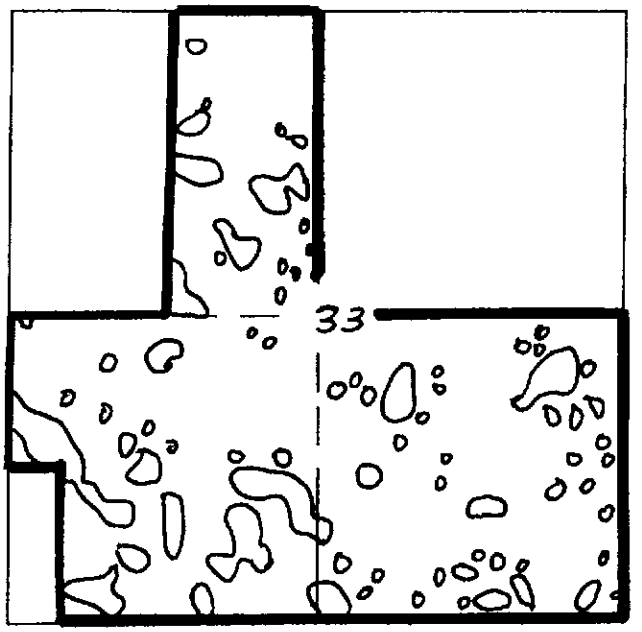
Wetlands covered by provisions of the easement

Prepared by: Pat Russell Date: 06-26-2001

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT 85X,1 MAP 2 of 2

WATERFOWL PRODUCTION AREA Richland COUNTY, STATE OF North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 136 N., R. 50 W., 5th PRINCIPAL MERIDIAN
sec. 33, S½ less West 30 rods of the SW¼SW¼, E½NW¼



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Jerome D. Thompson
Landowner Signature

David L. Thompson
Landowner Signature

Arlene V. Thompson
Landowner Signature

Sheri A. Thompson
Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of Easement Description

Wetlands covered by provisions of the easement

Prepared by: Pat Russell Date: 06-26-2001

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF North Dakota

COUNTY OF Richland

On this 18 day of October, 2001, before the subscriber, a Notary Public, in and for the County of Richland, State of North Dakota, appeared **David J. Thompson and Shari D. Thompson, his wife,** described in the attached instrument, and acknowledged that they executed the said instrument freely and voluntarily for the uses and purposes therein stated.

(SEAL)

(Notary Public)

My Commission Expires: _____

ANNETTE B. LOKEN
Notary Public, Richland Co., N. Dak.
My Commission Expires Feb. 14, 2002
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

STATE OF NORTH DAKOTA}
Richland County, North Dakota}ss

FEES $35.00 chgd

RECORDERS OFFICE

I hereby certify that the within instrument was filed in this office for record on the 15th day of January 2002 at 3:00 o'clock P M. And duly recorded as

DOCUMENT NO. 303453

Ruth Luan BY _____

RECORDER DEPUTY