



DUCKS UNLIMITED, INC.

James Moreland

**RATIFICATION, NOTICE, AND AMENDMENT OF MITIGATION AGREEMENTS**

ND-549-2

**Leeson Mitigation Project**

This RATIFICATION, NOTICE, AND AMENDMENT OF MITIGATION AGREEMENTS (this “**Agreement**”) is effective as of the date last signed below, between Ducks Unlimited, Inc. (who with its heirs, successors, and assigns are collectively referred to herein as “**DU**”), a nonprofit corporation organized under the laws of the District of Columbia, with an address of One Waterfowl Way, Memphis, Tennessee 38120, and James Moreland (who with his heirs, successors, and assigns are collectively referred to herein as “**Owner**”) having a mailing address of 3141 North Daffodil Dr., Billings, MT 59102. DU and Owner are occasionally referred to individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

**WHEREAS**, Owner is the owner of certain real property located in the Northwest Quarter (NW/4) of Section 36, Township 157 North, Range 88 West, 5<sup>th</sup> Principal Meridian, Mountrail County, North Dakota, said property being described and depicted on **Exhibit 1** attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, a certificate of survey included on **Exhibit 1** was recorded on September 15, 2025 in the land records of Mountrail County, North Dakota, as document number 468009; and

**WHEREAS**, DU and Owner are parties to that certain Site Specific Agreement dated effective as of February 22, 2016 (the “**SSA**”), pursuant to which Owner granted DU the right to develop a wetland mitigation facility on the Property; and

**WHEREAS**, DU and Owner are also parties to that certain Easement Agreement for Leeson Mitigation Site Access and Maintenance last signed on February 26, 2016 (the “**SAME**”), pursuant to which Owner granted DU certain rights to access the Property to construct, maintain, and monitor the wetland mitigation project developed on the Property; and

**WHEREAS**, the Parties are unable to locate the original signed SSA, but desire to ratify and confirm the instrument attached hereto as **Exhibit 2** as a true and correct copy of the original SSA (subject to information that the Parties have agreed to redact for recording purposes), and to record it in the Mountrail County land records; and

**WHEREAS**, the Parties are unable to locate the original signed SAME, but desire to ratify and confirm the instrument attached hereto as **Exhibit 3** as a true and correct copy of the original SAME (subject to information that the Parties have agreed to redact for recording purposes), and to record it in the Mountrail County land records; and



**WHEREAS**, the Parties desire to amend the SSA to incorporate the final surveyed boundary of the Property as an exhibit to the SSA; and

**WHEREAS**, the Parties desire to amend the SAME to incorporate the final surveyed boundary of the Property as an exhibit to the SAME;

**NOW THEREFORE**, in consideration of the above premises and for other good and valuable consideration, the Parties agree as follows:

1. Ratification and Recording of SSA. The Parties ratify and confirm the instrument attached hereto as **Exhibit 2** as a true and correct copy of the original SSA. For recording purposes, the Parties have agreed to redact certain financial information contained in Section A.7 of the SSA for privacy reasons. The Parties have also agreed to redact the original Exhibits A and B to the SSA to avoid confusion (Exhibit A is being amended by this Agreement, and Exhibit B was a form of the SAME, which is also being recorded and amended by this Agreement).
2. Ratification and Recording of SAME. The Parties ratify and confirm the SAME attached hereto as **Exhibit 3** as a true and correct copy of the original SAME. For recording purposes, the Parties have agreed to redact the original Exhibit A to the SAME to avoid confusion (Exhibit A is being amended by this Agreement).
3. Amendment of SSA. Exhibit A to the SSA is hereby deleted and replaced with the survey and legal description attached to this Agreement as **Exhibit 1**. All other terms and provisions of the SSA remain unaffected by this Agreement.
4. Amendment of SAME. Exhibit A to the SAME is hereby deleted and replaced with the survey and legal description attached to this Agreement as **Exhibit 1**. All other terms and provisions of the SAME remain unaffected by this Agreement.
5. This Agreement may be executed in identical counterparts, all of which executed counterparts shall constitute one complete document.

*[Remainder of page intentionally left blank; Signatures appear on following pages]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

OWNER:

James Moreland  
James Moreland

Witness: Brandon Kitch

Witness: Courtney [Signature]

State of Montana

County of Yellowstone

On this 2 day of October, 2025, **James Moreland** personally appeared before me and voluntarily executed the foregoing **Ratification, Notice, and Amendment of Mitigation Agreements**.

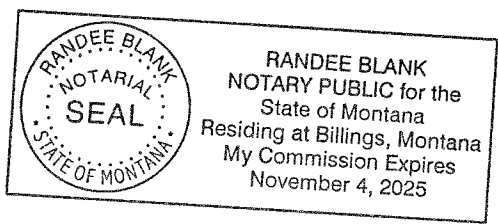
In witness whereof, I hereunto set my hand and official seal.

Randee Blank  
Notary Public

Printed Name: Randee Blank

My Commission Expires: 11-04-2025

(Seal)





**DUCKS UNLIMITED, INC.**

By: *Karen Waldrop*  
Karen Waldrop, Chief Conservation Officer

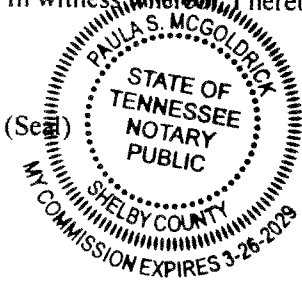
Witness: *Jennifer Ray*

Witness: *Carol Ann W. My*

State of TENNESSEE  
County of SHELBY

On this 27 day of OCTOBER, 2025, **Karen Waldrop** personally appeared before me and voluntarily executed the foregoing **Ratification, Notice, and Amendment of Mitigation Agreements**, which she acknowledged she is authorized to sign as the **Chief Conservation Officer of DUCKS UNLIMITED, INC.**

In witness, ~~whereof~~ hereunto set my hand and official seal.



*Paula S. McGoldrick*  
Notary Public

Printed Name: PAULA S. MCGOLDRICK

My Commission Expires: 3/26/2029

I certify that the requirement for a statement of full consideration paid does not apply because this Agreement is for the transaction exempted by subdivision f of Section 6 of NDCC 11-18-02.2.

*Karen Waldrop*  
Ducks Unlimited, Inc.



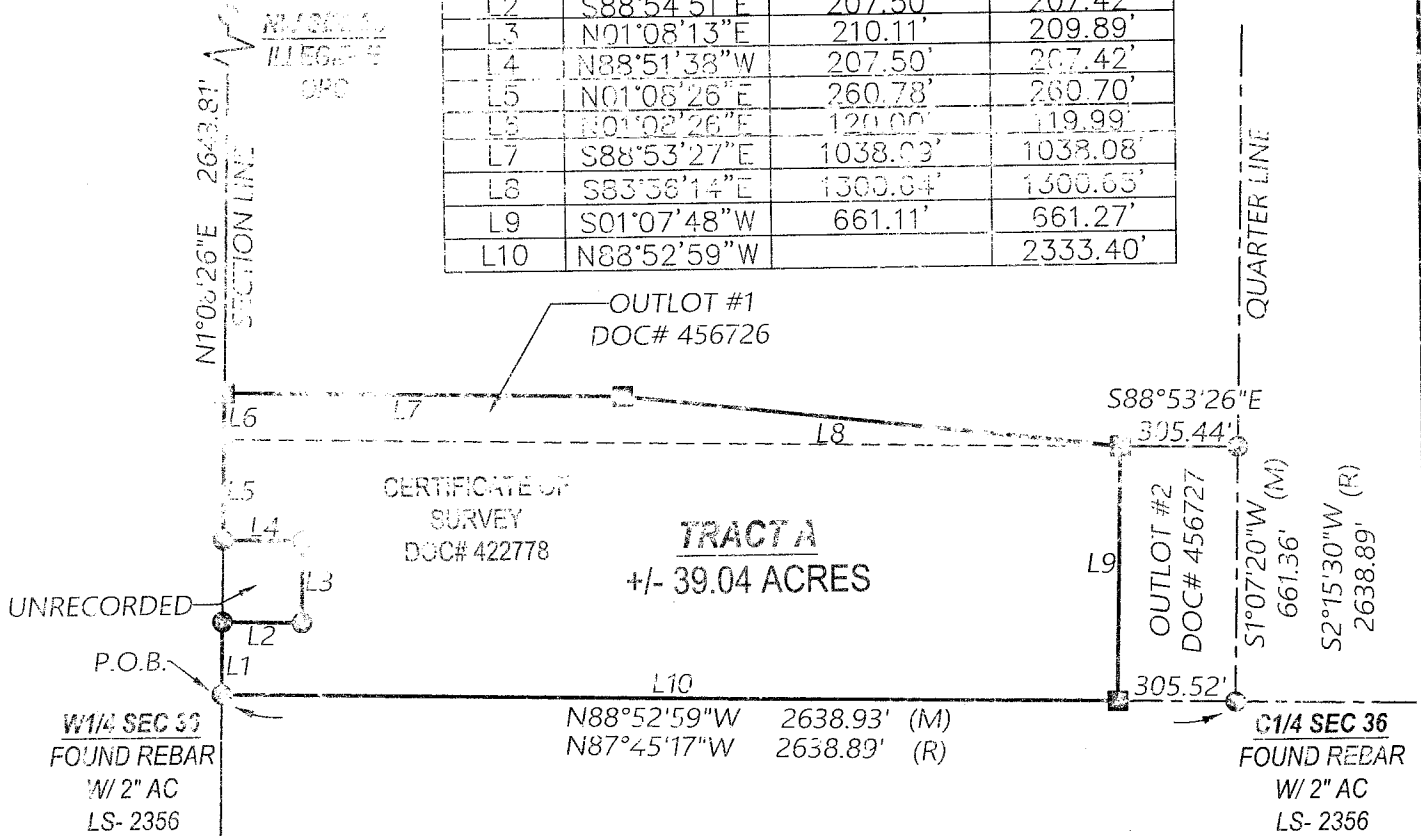
**EXHIBIT 1**

**Property**

*[see attached]*

**CONSERVATION EASEMENT EXHIBIT**  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 36,  
 TOWNSHIP 157 NORTH, RANGE 88 WEST OF THE 5TH P.M.,  
 MOUNTRAIL COUNTY, NORTH DAKOTA

Parcel Line Table			
Line #	Direction	Recorded Distances	Measured Distances
L1	N01°08'26"E	189.98'	190.06'
L2	S88°54'51"E	207.50'	207.42'
L3	N01°08'13"E	210.11'	209.89'
L4	N88°51'38"W	207.50'	207.42'
L5	N01°08'26"E	260.78'	260.70'
L6	N01°08'26"E	120.00'	119.99'
L7	S88°53'27"E	1038.03'	1038.08'
L8	S83°36'14"E	1300.84'	1300.65'
L9	S01°07'48"W	661.11'	661.27'
L10	N88°52'59"W		2333.40'



County Recorder  
 Mountrail County  
 Stanley ND

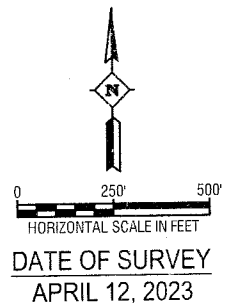


**468907**

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**LEGEND:**

- - FOUND 2" ALUMINUM CAP, LS- 2356 (UNLESS STATED OTHERWISE)
- - SET YPC, LS- 3626



**SURVEYOR'S NOTES**

- 1) A title opinion or a commitment for title insurance was not provided by the party requesting the survey. This document may not include complete information regarding ownership, easements, reservations, restrictions, and encumbrances.
- 2) The basis of bearing is based on the North Dakota State Plane Coordinate System, North Zone - NAD83. The distances reported hereon are in reference to the international foot definition and are at ground per the NDDOI combination factor for Mountrail County (1/cr=1.00016502/2). The measurements shown hereon have been determined by RTK methods using the "Trimble VRS NOW" network.
- 3) Bearings and distances may vary from previous records due to different methods of measurement.

SHEET NO. 1 OF 2



Interstate Engineering  
 2610 Old Red Trail, Suite B  
 PO Box 1254  
 Mandan, ND 58554  
 (701) 663.5455  
 www.interstateeng.com

**CONSERVATION EASEMENT EXHIBIT**

OWNER(S): DUCKS UNLIMITED  
 FOR: DUCKS UNLIMITED  
 PURPOSE: CONSERVATION EASEMENT EXHIBIT  
 DRAWN BY: M.J.C. PROJECT NO: CR2304034.02  
 CHECKED BY: M.L.W. DATE: 4/14/2023

SEC	T	R
36	157	88



**CONSERVATION EASEMENT EXHIBIT**  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 36,  
 TOWNSHIP 157 NORTH, RANGE 88 WEST OF THE 5TH P.M.,  
 MOUNTRAIL COUNTY, NORTH DAKOTA

PARCEL DESCRIPTION:

A parcel of land located within the Northwest Quarter (NW1/4) of Section 36, Township 157 North, Range 88 West, 5th Principal Meridian, Mountrail County, North Dakota, and more particularly described as follows:

BEGINNING at the southwest corner said NW1/4 of Section 36, found rebar with 2" aluminum cap, LS-2356. Thence N1°08'26"E on the west line of said NW1/4, a distance of 190.06 feet. Thence S88°54'51"E a distance of 207.42 feet. Thence N1°08'13"E a distance of 209.89 feet. Thence N88°51'38"W a distance of 207.42 feet to the west line of said NW1/4. Thence N1°08'26"E on said west line of NW1/4, a distance of 260.70 feet. Thence N1°08'26"E on said west line NW1/4, a distance of 119.99 feet to the northwest corner of Outlot 1, on file at the Mountrail County Recorder's Office, document number 422778. Thence S88°53'27"E on the north line of said Outlot 1, a distance of 1038.08 feet. Thence S83°36'14"E on the north line of said Outlot 1, a distance of 1300.65 feet to the northwest corner of Outlot 2, on file in the Mountrail County Recorder's Office, document number 456727. Thence S1°07'48"W a distance of 661.27 feet to the south line of said NW1/4. Thence N88°52'59"W on said south line of NW1/4, a distance of 2333.40 feet to the POINT OF BEGINNING.

The above described parcel contains 39.04 acres, more or less, lying within the Northwest Quarter (NW1/4) of said Section 36. Said parcel is subject to any previous easements, agreements, conveyances and surveys.

**SURVEYOR'S CERTIFICATE**

I, Matthew Weeks, a North Dakota Professional Land Surveyor, do hereby certify, that this survey was performed by me or under my direct supervision at the request of Ducks Unlimited, and that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon. This survey does not represent a complete title search.

*Matthew Weeks*

Matthew Weeks, North Dakota PLS. NO. LS- 3626  
 Interstate Engineering, Inc.



**PROPRIETOR'S CERTIFICATE STATEMENT**

James Moreland, being an owner of a portion of said Tract A, in the Northwest Quarter of Section 36, T157N, R88W Mountrail County North Dakota, has caused this conservation easement to be surveyed and monumented as shown on this exhibit and hereby agree to this easement boundary as marked and described.

*James Moreland*  
 James Moreland

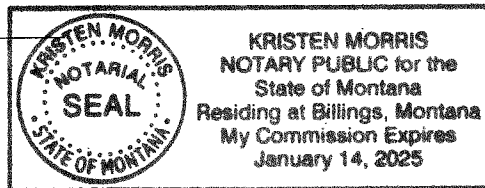
County Recorder  
 Mountrail County  
 Stanley ND



State of Montana  
 County of Yellowstone

On this 7th day of June 2023, before me, personally appeared James Moreland, known to me to be the owner of the tract of land that is described in, and that he executed the foregoing instrument, within and foregoing Proprietor's Certificate.

*Kristen Morris*  
 Notary Public  
 State of Montana



**INTERSTATE ENGINEERING**  
 Professionals you need, people you trust.  
 Interstate Engineering  
 2610 Old Red Trail, Suite B  
 PO Box 1254  
 Mandan, ND 58554  
 (701) 663.5455  
 www.interstateeng.com

**CONSERVATION EASEMENT EXHIBIT**

OWNER(S): DUCKS UNLIMITED  
 FOR: DUCKS UNLIMITED  
 PURPOSE: CONSERVATION EASEMENT EXHIBIT  
 DRAWN BY: M.J.C. PROJECT NO: CR2304034.02  
 CHECKED BY: M.L.W. DATE: 4/14/2023

SEC	T	R
36	157	88

ND-549-2



**EXHIBIT 2**

**SSA**

*[See attached]*

ND-549-2

DUCKS UNLIMITED, INC.

James Moreland

**SITE SPECIFIC AGREEMENT**

ND-549-2

Leeson Mitigation

This Agreement is effective this 22<sup>nd</sup> day of February, 2016 between Ducks Unlimited, Inc. (hereinafter "DU") and James Moreland, (hereinafter "Cooperator").

**WHEREAS, DU operates an In-Lieu Fee Aquatic Resource Mitigation Program in North Dakota as authorized under the Final Rules (2008) for Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Parts 325 and 332 and; 40 CFR Part 320) and legally directed by Ducks Unlimited's North Dakota Aquatic Resource In-lieu Fee Program Instrument (hereinafter "Instrument").**

**WHEREAS, DU and the Cooperator have entered into this Agreement to assist in the development of the Leeson Mitigation Project (hereinafter "Project") to develop a wetland mitigation facility for wetland mitigation credits and restoration and protection of other natural resources on a mutually agreed upon 39+/- acre parcel to be described by survey as shown in the Project Proposal attached as Exhibit A of this Agreement (hereinafter "Property").**

**NOW, THEREFORE,** in consideration of the above premises and other terms and conditions listed herein, DU and the Cooperator agree as follows:

**A. DU AGREES TO:**

1. Construct, or cause to be constructed, the Project, subject to the terms and conditions of this Agreement, in substantial compliance with the Site development plans and specifications developed pursuant to Section 3 of this Agreement.
2. Commence the construction of the Project by 2017. Should construction of the Project not commence during 2017 for reasons beyond the control of the parties including, but not limited to, the failure to timely obtain required permits, agreements, leases, approvals, and access rights necessary for the development of the Project, the parties will commence the construction of the Project in a mutually acceptable future year. The parties recognize the construction of the Project cannot be accomplished unless all required permits and approval from the Corps of Engineers are granted.





3. Obtain the topographical, soils, and hydrological data required to design the Project; prepare Site development plans and specifications for the Project; and submit same to Cooperator for review and mutual approval.

4. Prepare all Project bid specifications, accept or reject all contract bids, and be solely responsible for making any contract changes, additions, or deletions as the work progresses. The prime contractor shall be required to provide performance and payment bonds and carry casualty and liability insurance. The contracts shall provide that the contractor acknowledges that the Cooperator is not a party and will assert no claims against the Cooperator in any disputes with subcontractors, materialmen, or DU.

5. Provide Project alignment and grade staking, and construction management services.

6. Provide funding in cash and in-kind services for the development of the Project in an amount to cover the total cost of project development.

7. Redacted for recording purposes.



8. Obtain a Title Commitment. The commitment shall evidence the Cooperator's clear title to the Property and ability to deliver a clear easement interest. The Title Commitment and other documents to be prepared by the Cooperator, if any, must be submitted to DU at least ten (10) days before Closing. The Cooperator shall obtain a final title policy in the amount of the Purchase Price in the name of DU. DU shall be allowed a reasonable time after receipt of Title Commitment on the Property to examine same and make any objections to title. DU shall notify the Cooperator of any objections in writing or the objections will be deemed to be waived. If any objections are made, the Cooperator shall have fifteen (15) days from the receipt of the notice to correct the title. If the title is not corrected within fifteen (15) days, DU may elect to terminate this Agreement. Any mortgage or deed of trust encumbering the Property must be subordinated to the Deed of Conservation Easement or paid in full at closing.

9. Will pay closing costs such as any real estate transfer fee, escrow and title insurance or any similar charges including recording fees, upon recordation of the Deed of Conservation Easement.



B. COOPERATOR AGREES TO:

1. Convey conservation easements or similar long-term protections for the parcel. The landowner will convey a Wetland and Grassland Perpetual Easement to the USFWS, if the USFWS is willing to accept said easement, for the mutually beneficial goals of the USFWS, the landowner, and DU for perpetual protection of habitat for wildlife (other resources). The landowner may not accept additional payment for the easement from the USFWS or other federal agency. If the USFWS is unwilling to accept said easement, Cooperator agrees to convey to DU ninety-nine (99) year conservation easement for the parcel for the protection of the property.
2. The Cooperator will also convey a site access and maintenance easement for the parcel to DU. This mitigation easement ("Covenant") shall include site access and maintenance provisions allowing DU, and its officers, employees, agents, and the like access rights necessary for the development and monitoring of the Property and Project. Access rights will be restricted for purposes related to the development, monitoring, and maintenance necessary to maintain the continuing viability and functioning of the Project. Such agreement shall run for the Project Life of ninety-nine (99) years. Said form Covenant is attached hereto in form as Exhibit B.
3. Provide to DU, and its officers, employees, agents, and the like, all reasonable assistance and cooperation necessary for the implementation of this Agreement.
4. Routinely inspect the Site when any construction is in progress, maintain written record of the construction activity, and keep DU advised of the Project construction.
5. Following Project construction, and thereafter provide routine inspection and keep DU advised of any maintenance necessary to maintain the continuing viability and functioning of the Project throughout the term of this Agreement.
6. Satisfy to the satisfaction of DU any delinquent real property taxes, all real property taxes which are due in the year of closing and all levied assessments at or before closing. All future real estate taxes and assessments, as well as the maintenance of general liability insurance shall remain the responsibility of Cooperator.
7. Cooperator relinquishes claim to ownership of wetland mitigation credits or to reimbursement from sale of wetland mitigation credits over the Project Life and provides exclusive right to DU to market and sell wetland mitigation credits developed by the Project.
8. Warrant and represent to DU, its successors and assigns, the matters contained in the following paragraphs. Said representations, warranties, and indemnities shall survive closing.
  - (a) **Notices.** The Cooperator has not received any notices issued by any municipal or other public authority with regard to any work or improvements done



or ordered by such authority to be done either before or after the date of this Agreement.

(b) **Title to the Property and Authority to Execute Documents.** Cooperator is sole legal owner of the Property in fee simple and the Property is not subject to any lease or to any other estate or to any outstanding option, lease or agreement of sale. Cooperator has full power and authority to execute, deliver and perform this Agreement.

(c) **No Condemnation.** There are no condemnation proceedings pending with regard to any portion of the Property and the Cooperator does not know of or have any proposed condemnation proceedings with regard to any portion of the Property.

(d) **No Hazardous Substance.** Cooperator warrants that, as it relates to the Property, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of, or deposited in or on the Property by the Cooperator, and warrants that it has no knowledge of any hazardous substance or toxic waste in or on the Property that may affect the Property or any use thereof or that may support a claim or cause of action under the common law or under any Federal, state or local environmental statute, regulations, ordinance, or other environmental regulatory requirement nor has any action been instituted for enforcement of same, nor is Property subject to any "Superfund Lien".

(e) **No Brokers.** There are no commissions, fees or obligations owed any real estate brokers by Cooperator in connection with this transaction.

C. DU AND COOPERATOR AGREE:

1. To abide and be bound by all terms of the Instrument.
2. That this agreement and the parties' obligation herein are contingent upon acceptance and approval from the North Dakota Interagency Review Team (NDIRT) as a wetland mitigation project. If the NDIRT does not accept or approve the project, the Cooperator will return 75% of monies paid in §A.7, an amount being forty six thousand five hundred and no/100 dollars (\$46,500.00). The Cooperator will return monies to DU within fifteen (15) days of notification from DU of NDIRT decision and the terms of this agreement shall be null and void. If Cooperator sells the property prior to NDIRT accepting or rejecting the wetland mitigation project and NDIRT rejects the project, James Moreland shall be responsible for returning 75% of monies paid in §A.7, not the new property owner.
3. To show the Project to potential bidders as deemed necessary and hold a pre-construction conference with the successful bidder prior to the commencement of Project construction.



4. To conduct a final inspection of the Site prior to accepting any completed Project developments. In the event the parties are unable to agree as to the acceptability of the completed Project developments, they shall select a mutually acceptable third party whose decision shall be binding.
  5. To periodically review the Site management pursuant to this Agreement to study and consider any needed modifications within the confines of federally regulated requirements of mitigation.
  6. To acknowledge the contribution of each party in any oral or written communications related to the Site. DU will provide mutually acceptable Project signs, and the Cooperator will erect and maintain these signs along roads, entrances, and/or convenient viewing locations on the Site in close proximity to the Project.
  7. That this Agreement shall not be construed as binding either party to expend in any one fiscal year any sum in excess of authorized appropriations administratively allocated for the purpose of this Agreement, or to involve either party in any contract or other obligation for further expenditure of money in excess of such appropriations or allocations.
  8. That the Site will be owned by Cooperator and that the Cooperator will work cooperatively with DU, which will be solely responsible for the Site's administration and management.
  9.
    - A. DU appoints Trenton Hieb as its Project Officer.
    - B. Cooperator appoints James Moreland as its Project Officer.
- The parties may change their respective Project Officer at any time by providing the other party with the name of their new Project Officer.
10. That Cooperator covenants that it will not, under any circumstances, bring lawsuit or claim against DU's individual employees, officers or directors and that Cooperator's sole remedy shall be against DU.
  11. That this Agreement shall become effective upon the date first listed above and thereafter it will continue in force for a period of the life of the Project unless mutually terminated or modified through written amendment by the parties at an earlier date or unless Cooperator sells Property, in which case Cooperator is released from his obligations (except for those obligations contained in subsection C(1)) and the successor or assigns will be substituted for Cooperator pursuant to subparagraph C(11) below.
  12. The terms and conditions of this Agreement shall apply to and bind successors and assigns of the Cooperator, and Cooperator (and any future successors or assigns) agrees to provide a copy



of this Agreement to any putative purchaser prior to closing such that successors and assigns are aware of the obligations associated with the ownership of the Property. DU reserves the right to file a redacted version of this Agreement with the relevant local clerk's office so that putative purchasers will be aware of its existence.

13. That either party may terminate this Agreement by providing thirty (30) days written notice thereof to the other party if all or any portion of the Property is taken by any governmental agency by means of eminent domain, or pursuant to any compelling reasons of public health, safety or welfare. If all or a portion of the Property is taken as noted above, then DU shall receive the proportional amount of the remuneration, per its full and complete ownership of the value of its interest as agreed herein. If necessary, the parties shall jointly appoint an accountant or other expert to determine the proper division.

14. In addition to any other remedy specifically set forth in this Agreement, DU, its successors and assigns, and Cooperator, have the right to enforce the provisions of this Agreement through all legal remedies as provided by North Dakota law, to include the right to specific performance. The election of one remedy available under this Agreement shall not constitute a waiver of other remedies.

15. This Agreement constitutes the sole and complete Agreement between the parties and representations or promises not included in this writing shall be binding upon any party to the agreement. No amendment, modification or attempt to supersede or cancel any terms or conditions hereof shall be effective unless such amendment, modification or direction to supersede or cancel such term or conditions in writing executed by DU and Cooperator. This Agreement shall be governed by the laws of the State of North Dakota.

16. The Effective Date of this Agreement shall be the first date above written.

17. If any term or covenant of its Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No waiver of the breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

18. This Agreement may be executed in multiple counterparts, all of which executed counterparts shall constitute one complete document.

19. Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of this agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

COOPERATOR.

BY:

James Moreland  
James Moreland

DUCKS UNLIMITED, INC.

BY:

Paul R. Schmidt  
Paul R. Schmidt

TITLE: Chief Conservation Officer



[Exhibits A and B to SSA redacted for recording purposes]



**EXHIBIT 3**

**SAME**

*[See attached]*



**EASEMENT AGREEMENT  
FOR LEESON MITIGATION SITE ACCESS AND MAINTENANCE**

This Leeson Mitigation Site Access and Maintenance Agreement (“**Agreement**”) is made as of the below date, by and between Ducks Unlimited, Inc., created and organized under the laws of the District of Columbia and with a mailing address of One Waterfowl Way, Memphis, TN 38120 together with its heirs, personal representatives, successors, and assigns hereinafter collectively referred to as (“DU”), and James Moreland (hereinafter “Owner”).

**RECITALS**

A. Owner owns certain real property located in Mountrail County, North Dakota as more particularly described in Exhibit A attached and incorporated hereto (the “**Owner’s Property**”); and,

B. DU and Owner have entered into a Site Specific Agreement (“SSA”) dated 2-26-16, included as Exhibit B to allow DU to undertake a wetland habitat restoration project on the Owner’s Property for the sole purpose of developing wetland mitigation credits acceptable to the Corps of Engineers (“Project”); and,

C. Construction of the Project will entail the installation of earthen embankments and upland seed mixes to restore wetland and grasslands. To complete the construction DU, or its contractors, will use large heavy construction equipment; and,

D. Operation of the Project will entail monitoring for a minimum of 5 years following construction of the wetland project. Monitoring will include the need to access the Owner’s Property for activities such as wetland delineations, wetland boundary surveys, weed identification, etc., and if required, repair of any issues that may arise during the life of the Project (i.e. dike erosion, etc.); this will require periodic access to the site and if required the use of construction equipment; and,

E. Long Term Management of the Project will be based on and will entail monitoring, weed spraying, mowing, grazing, burning, dike maintenance, etc; this will require periodic access to the site and if required the use of construction equipment; and,

F. The Project will be constructed, operated and managed long term according to the terms of a Corp of Engineers approved Mitigation Plan as described in 33CFR332.4(c) (“Mitigation Plan”). A copy of the Mitigation Plan when developed will be on file at the office of the Owner, DU and the Corps of Engineers. The construction, operation and long term management will be based on performance standards established in the approved Mitigation Plan for the Project. The Project will be undertaken at DU’s cost. In essence, DU shall have the right to access the property for the sole intention of implementing the Project according to the Mitigation Plan. These collective rights granted by the Owner to DU shall be referred to as the “Leeson Mitigation Site Access Easement”.



**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Subject to compliance with the remaining provisions of this Agreement, Owner hereby grants to DU and its consultants, contractors, subcontractors and other agents an access easement and non-exclusive right of entry on, across and over the approximately 40+/- acres known as the Property (the "Easement"), for the sole purpose of undertaking the activities described in recital's C through F, and/or as required by law (such activities hereinafter collectively referred to as the "**Work**"). This Leeson Mitigation Site Access Easement shall be 99 years in duration;

2. Limitations on Access. The Easement and rights of access granted hereby are expressly limited and restricted to the reasonably necessary use by DU, its consultants, contractors, subcontractors and other agents in performing the Work. At such time as any such equipment or material are no longer necessary to perform the Work, Company shall promptly remove such equipment and facilities from the Property.

3. Liens. DU shall save and keep the Easement free from all mechanic's and materialmen's liens and all other liens or claims, legal or equitable, arising from or associated with the Work. In the event any lien or claim arising from or associated with the Work, is filed by any person claiming by, through, or under DU, such lien or claim shall be removed and discharged by DU within ten (10) days of DU's receipt of written notice of the filing thereof.

4. Parties' Relationship. This Agreement is entered into by the parties solely to provide access to the Property for the limited purposes described herein and to define the rights, obligations, and liabilities of the parties associated therewith. Nothing contained in this Agreement shall be deemed or construed to make DU or its consultants, contractors, subcontractors and agents the employee or agent of Owner, or to create any partnership, joint venture, or other association between the parties hereto.

5. Successors and Assigns. This Agreement is personal to DU and Owner and shall inure to the benefit of, and be binding upon, their respective successors and assigns.

6. Notices. All notices, requests, demands or other communications hereunder shall be in writing and, addressed as follows:

If to Owner: James Moreland  
3141 North Daffodil Dr.  
Billings, MT 59102

If to DU: Trenton Hieb  
Ducks Unlimited, Inc



2525 River Road  
Bismarck, ND 58503

All notices, requests, demands, and other communications must be in writing and shall be deemed to have been served if delivered by hand, or sent by telecopy or facsimile, or sent by certified United States mail, return receipt requested, with proper postage prepaid.

7. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of investigation, in addition to any other relief to which the party may be entitled.

8. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA WITHOUT REGARD TO LAWS GOVERNING CHOICE OF LAW OUTSIDE THE STATE.**

9. Alternative Dispute Resolution ("ADR"). In the event a dispute arises with respect to this Agreement, the parties agree to attempt in good faith to resolve such dispute through direct discussions among themselves. In the event such discussions are unsuccessful, the parties agree to attempt to resolve the dispute through non-binding mediation. A party may invoke the mediation process by providing written notice to the other party of its desire to mediate a dispute. The parties agree to conduct any such mediation in Mountrail County, North Dakota. The agreed upon or selected mediator shall be deemed the mediator for all future disputes arising under this Agreement, unless the parties otherwise agree in writing. The parties agree to share equally the costs of mediation. In the event mediation is unsuccessful, the parties agree to resolve their dispute through binding arbitration, in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association, with the parties to share equally the costs of arbitration. Such arbitration shall be binding and non-appealable.

10. Construction. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each, effective as of the date executed below.

GRANTOR:  
James Moreland

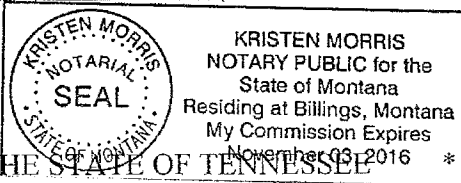
By: *James Moreland*  
Name: (James Moreland)  
Title: Owner  
Date: 2-26-16

GRANTEE:  
DUCKS UNLIMITED, INC.

By: *Paul R. Schmidt*  
Name: Paul R. Schmidt  
Title: Chief Conservation Officer  
Date: 2/18/2016

THE STATE OF MONTANA \*  
\*  
COUNTY OF Yellowstone \*

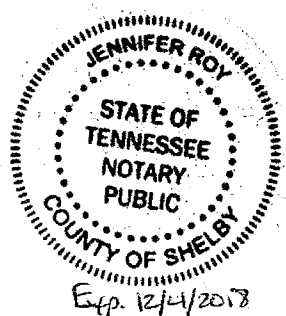
This instrument was acknowledged before me on the 20<sup>th</sup> day of February 2016, by James Moreland whose title is Owner.



*Kristen Morris*  
Notary Public, State of Montana

THE STATE OF TENNESSEE \*  
\*  
COUNTY OF SHELBY \*

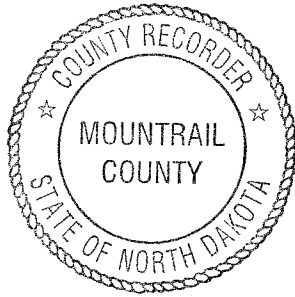
This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 2016, by Paul R. Schmidt whose title is Chief Conservation Officer for and on behalf of Ducks Unlimited, Inc.



*Jennifer Roy*  
Notary Public, State of Tennessee



[Exhibit A to SAME redacted for recording purposes]



County Recorder  
Mountrail County  
Stanley ND

**468907**



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County Recorder, Mountrail County ND. **468907**

I certify that this instrument was filed and recorded.

Melissa Vachal, County Recorder

Fee \$75.00

By *Melissa Vachal* 11/18/2025 12:30