

QUIT CLAIM DEED
 — Individual to Joint Tenants —

THIS INDENTURE, Made this 21 day of November, 2002, between Lawrence H. Gapp and Carol Gapp, husband and wife, **Grantor**, whether one or more, and **Russell Edgar and Holly Edgar**, husband and wife, **Grantees**, whose mailing address is 15301 100th Street NE, Bathgate ND 58216.

WITNESSETH, for and in consideration of the sum of **ONE and 00/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ASSUMPTION OF ANY AND ALL LIABILITIES UNDER WARRANTY EASEMENT DEEDS GRANTED TO THE UNITED STATES OF AMERICA**, Grantor does hereby QUIT CLAIM to the said Grantees, as joint tenants and not as tenants in common, all of the following real property lying and being in the County of Pembina, State of North Dakota, and described as follows, to-wit:

Government Lots One (1) and Two (2) and the South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 5, Township 161, Range 51 [sometimes also described as the Northeast Quarter (NE 1/4) of Section 5, Township 161, Range 51]

WITNESS, the hand of the Grantor:

X Lawrence H. Gapp
 Lawrence H. Gapp
 X Carol Gapp
 Carol Gapp

STATE OF NORTH DAKOTA

County of Pembina, ss.

On this 21 day of November, 2002, before me, a notary public within and for said County and State, personally appeared **Lawrence H. Gapp and Carol Gapp**, husband and wife, to me known to be the person(s) described in and who executed the within and foregoing instrument and severally pledged to me that they executed the same as their free act and deed.

Mary Ann Sigurdson
 MARY ANN SIGURDSON Notary Public
 Pembina County, North Dakota Notary Public
 My Commission Expires: State of North Dakota
 My Commission Expires Nov. 6, 2007 (NOTARY SEAL)

I CERTIFY THAT THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS FOR ONE OF THE TRANSACTIONS EXEMPTED BY NDCC §11-18-02.2(6)(f).

DATE: Jan 22, 2003 SIGNED: Russell A. Edgar
 Grantee or Agent of Grantee

DOCUMENT NO
 224237



Russell Edgar
 1096 15301 100th St NE
 Bathgate ND 58216

#34
 OFFICE OF CLERK/RECORDER
 PEMBINA CO., ND
 I hereby certify that the within instrument was filed for record in this office on

JAN 23 2003

at 10:30 o'clock A m and was duly recorded in Bk 1096 of 100 Pg 54
Ray [Signature] County Clerk/Recorder
Dem [Signature] Deputy



Telephone (701) 265-8228 • Attorney at Law • WES ARGUE, PC • #1 Wall Street • Hamilton ND 58238

QUIT CLAIM DEED
— Individual to Joint Tenants —

THIS INDENTURE, Made this 20th day of November, 2002, between Frank J. E. a/k/a Frank Gapp and Christa Gapp, husband and wife, **Grantor**, whether one or more, and **Russell Edgar and Holly Edgar**, husband and wife, **Grantees**, whose mailing address is 15301 100th Street NE, Bathgate ND 58216.

WITNESSETH, for and in consideration of the sum of **ONE and 00/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ASSUMPTION OF ANY AND ALL LIABILITIES UNDER WARRANTY EASEMENT DEEDS GRANTED TO THE UNITED STATES OF AMERICA**, Grantor does hereby QUIT CLAIM to the said Grantees, as joint tenants and not as tenants in common, all of the following real property lying and being in the County of Pembina, State of North Dakota, and described as follows, to-wit:

Government Lots One (1) and Two (2) and the South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 5, Township 161, Range 51 [sometimes also described as the Northeast Quarter (NE 1/4) of Section 5, Township 161, Range 51).

WITNESS, the hand of the Grantor:

X Frank J. E. Gapp
Frank J. E. Gapp
X Christa Gapp
Christa Gapp

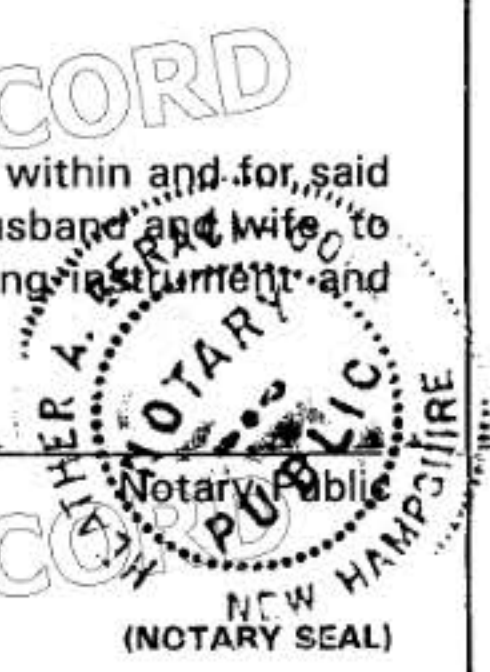
STATE OF NEW HAMPSHIRE

County of Rockingham, ss.

On this 20 day of November, 2002, before me, a notary public within and for said County and State, personally appeared **Frank J. E. a/k/a Frank Gapp and Christa Gapp**, husband and wife to me known to be the person(s) described in and who executed the within and foregoing instrument and severally acknowledged to me that they executed the same as their free act and deed.

HEATHER A. GERACI-COLE
Notary Public - New Hampshire
My Commission Expires October 9, 2007

Pembina County, New Hampshire
My Commission Expires:



I CERTIFY THAT THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS FOR ONE OF THE TRANSACTIONS EXEMPTED BY NDCC §11-18-02.2(6)(i).

DATE: Jan 22, 2003 SIGNED: Russell A. Edgar
Grantee or Agent of Grantee

DOCUMENT NO

224236



^{#34} OFFICE OF CLERK/RECORDER
PEMBINA CO., ND

I hereby certify that the within instrument was filed for record in this office on

JAN 23 2003

at 10:15 o'clock A m and was duly recorded in Bk of Pg of
Kay Dugan County Clerk/Recorder
Ross A. Mark Deputy



Russell Edgar
15301 100th St NE
Bathgate ND 58216

23rd January 2003
Heather A. Geraci-Cole

Telephone (701) 265-8228 • Attorney at Law • **WES ARGUE, PC** • #1 Wall Street • Hamilton ND 58238

TRANSFER AGREEMENT

This information is used in both the development and implementation of a Conservation, Reclamation or Water Quality plan as the basis for technical assistance and/or cost sharing. The authorities for such work are: 16 USC 590a-f (Soil Conservation); 16 USC 1301-1311 (Water Bank); 16 USC 590p(b) (Great Plains); 30 USC 1236 et seq (Rural Abandoned Mines); 33 USC 1288 et seq. (Rural Clean Water); Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

STATE North Dakota
COUNTY Pembina
CONTRACT NO. 66 6633 00025/10

PRESENT PARTICIPANT-NAME AND ADDRESS

NEW PARTICIPANT-NAME AND ADDRESS

Wilfred Gapp

Russell Edgar

15228 105th St. NE

15301 100th St. NE

Walhalla, ND 58282

Bathgate, ND 58216

The undersigned hereby certify that the present participant has transferred to the new participant the following right and interest in the land unit described in the above-numbered contract:

By this transfer, it is agreed:

1. The new participant agrees to be bound by all the terms and conditions of the above-numbered contract.
2. The new participant agrees that his right to cost shares or other assistance under the above-numbered contract shall be the same as the rights of the present participant.
3. The Natural Resources Conservation Service agrees to provide cost sharing and other assistance necessary to the new and present participants under the above-numbered contract. Cost sharing and assistance provided under this transfer agreement shall be in accordance with applicable program rules and regulations.

Wilfred Gapp
(SIGNATURE OF PRESENT PARTICIPANT)

Russell Edgar
(SIGNATURE OF NEW PARTICIPANT)

DATE 12-30-04 SSN

DATE 12-20-04 SSN

APPROVED:

BY Jenifer K. McArthur DATE 12/10/07
(CONTRACTING OFFICER)

INFORMATION REGARDING DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER UNDER PUBLIC LAW 93-579, SECTION 7(b). Disclosure by you of your Social Security Number (SSN) is voluntary; however, it is a necessary prerequisite to obtaining the services, benefits or processes you are seeking. Solicitation of the SSN by the United States Department of Agriculture, Natural Resources Conservation Service is authorized by the programs listed above.

The SSN is used as an identifier throughout the term of this agreement. It will be used by the Natural Resources Conservation Service to report to the Internal Revenue Service amounts paid under the terms of this contract. It will also be used in connection with lawful requests by other Federal Agencies in connection with the work carried out with Federal Financial and Technical Assistance under the terms of this agreement.

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-6633-1-0010

THIS WARRANTY EASEMENT DEED is made by and between Wilfrid J. Gapp, also known as Wilfred Gapp, also known as Wilfrid Gapp and Karen Gapp (husband and wife) of 13228 105th St. NE, Walhalla, ND 58282 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties."

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program

NOW THEREFORE, for and in consideration of the sum of Sixty Two Thousand One Hundred and no/100 Dollars (\$ 62,100.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for 30 years, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for 30 years and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and make a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quite Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public.

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.

PART VII. Special Provisions (if any).

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns for 30 years. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 1st day of march, 2002.

Landowner(s):

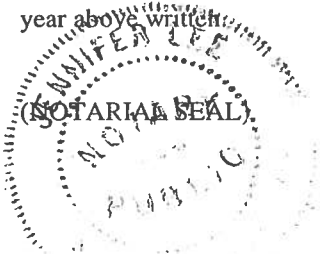
Wilfrid J. Gapp (Seal)
Wilfrid J. Gapp, also known as Wilfred Gapp, and
also known as Wilfrid Gapp

Karen Gapp (Seal)
Karen Gapp

Acknowledgement

In the State or Commonwealth of North Dakota, County, Borough or Parish of Beulah, on this 1st day of March, 2002, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared. Wilfrid J. Gapp, also known as Wilfred Gapp, and also known as Wilfrid Gapp and Karen Gapp, husband and wife To me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed,

IN TESTIMONY WHEREOF, I have hereunto my hand and Notary Seal subscribed and affixed in said jurisdiction, the day and year above written.



Jennifer Lee
Notary Public
JENNIFER LEE
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JULY 18, 2002

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

GOVERNMENT LOTS ONE (1) AND TWO (2), AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S $\frac{1}{2}$ NE $\frac{1}{4}$) (SOMETIMES DESCRIBED AS THE NE $\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP ONE HUNDRED SIXTY-ONE (161) NORTH, RANGE FIFTY-ONE (51) WEST OF THE FIFTH PRINCIPAL MERIDIAN, PEMBINA COUNTY, NORTH DAKOTA.

Gapp

**WRP Easement Land
NE1/4 of Section 5, T161N,R51W
Total 160.0 Acres**

