North Dakota
Grassland Easement
(Revised June 1999)

189521

627G;1

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
GRANT OF EASEMENT FOR WATERFOWL HABITAT PROTECTION

THIS INDENTURE, by and between David Rendahl, aka David A. Rendahl, and Laura Rendahl, aka Laura M. Rendahl, husband and wife, of 3743 53rd St. NE, Esmond, North Dakota 58332, hereinafter referred to as Grantors, and the UNITED STATES OF AMERICA, hereinafter referred to as United States, acting by and through the Secretary of the Interior or his authorized representative.

WITNESSETH:

WHEREAS, the North American Wetlands Conservation Act, 16 U.S.C. 4401-4412; 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. 460 l-9(a)(1), authorize the Secretary of the Interior to acquire lands and waters or interests therein for the development, advancement, management, conservation, and protection of fish and wildlife resources. The purpose of this easement is to protect the habitat quality of the lands described on Exhibit A and such lands shall be maintained to provide cover, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl and threatened and endangered species. The lands described on Exhibit A are hereinafter referred to as a wildlife management area, and

WHEREAS, the lands described below contain habitat suitable for use as wildlife management areas.

NOW, THEREFORE, for and in consideration of the sum of Thirty Thousand Seventy-five and NO/100 Dollars ($30,075.00), the Grantors hereby grant to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative, an easement which includes a right of use for the maintenance of the lands described on Exhibit A, as wildlife management areas, in perpetuity, including the right of ingress to and egress on, over, across and through any and all lands of the Grantors, as described below, by authorized representatives of the United States. No rights herein are granted to the general public for access to or entry upon the land subject to this grant of easement for any purpose. The lands described on Exhibit A are located within, and the aforementioned right of ingress and egress extends on, over, across and through any and all lands within the following-described legal subdivision(s)in Benson County, State of North Dakota, to-wit:

T-154-N, R-71-W, 5th P.M.
SECTION 2: Lot 4, SW1/4NW1/4.
SECTION 3: Lot 1, SE1/4NE1/4.
SECTION 6: Lot 7, SE1/4SW1/4, S1/2SW1/4SE1/4.
SECTION 7: N1/2NE1/4.

SUBJECT, however, to all statutory rights-of-way and other 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 conveyance hereunder shall be effective on the date of the execution of this Indenture by the Secretary of the Interior or his authorized representative; provided, however, that such acceptance must be made within nine calendar months from date of the execution of this Indenture by the Grantors, or any subsequent date as may be mutually agreed upon in writing by the parties hereto prior to the expiration of such date; and provided further, however, that in the event such acceptance is not made by such date, this Indenture shall be null and void.

The Grantors, for themselves, and for their heirs, successors and assigns, lessees, and any other person claiming under them, covenant and agree that they will cooperate in the maintenance and protection of the habitat areas, delineated on the map(s) attached hereto as Exhibit A, as wildlife management areas for the protection of fish and wildlife resources and to maintain the quality of these lands to provide cover for wildlife, especially nesting cover, and food for a varied array of aquatic, terrestrial, and avian wildlife, particularly waterfowl, and threatened and endangered species. To that end and for the purpose of accomplishing the intent of this Indenture, the Grantors, for themselves or for their heirs, successors, and assigns, lessees, or any other person or person claiming under them covenant and agree as follows:

1. Grantors will cooperate in maintenance of the wildlife management area by maintaining permanent vegetative cover, consisting of grasses, forbs and low-growing shrubs, on said habitat areas, as follows: There shall be no haying or mowing or seed harvesting for any reason until after July 15 in any calendar year, no alteration of grassland, wildlife habitat or other natural features by digging, plowing, disking or otherwise destroying the vegetative cover, and no agricultural crop production upon the habitat areas delineated on Exhibit A, unless prior approval in writing is granted by the U.S. Fish and Wildlife Service; except that grazing the aforesaid lands is permitted at any time throughout the calendar year without approval in writing.

2. Grantors will pay taxes and assessments, if any, which may be levied against the land.

3. Noxious weed control and emergency control of pests necessary to protect the public good are allowed and will be the responsibility of the Grantors, subject to Federal and State Statutes and Regulations. However, mowing/haying noxious weed is prohibited in accordance with the easement terms stated above.

4. This easement and the covenants and agreements contained herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the lands subject to this easement. The Grantors, successors and assigns shall notify the Regional Director, U.S. Fish and Wildlife Service in writing of any sale or transfer at least 30 days following the sale or transfer of any portion of the lands subject to this easement.

Copies of the above-referenced map(s), Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service. It is understood that this Indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, nor any other person or party claiming under them shall, in any way, be restricted from utilizing all of the subject lands in the customary manner for agricultural purposes except as provided herein.

It is further understood that the rights and interests granted to the United States herein shall become part of the National Wildlife Refuge System and shall be administered by the U.S. Fish and Wildlife Service, pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the United States 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 Grantors to be presently binding upon them and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to the Grantors, by the United States, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by Grantors.

2. Notice of acceptance of this Indenture shall be given the Grantors by certified mail addressed to David Rendahl, aka David A. Rendahl, and Laura Rendahl, aka Laura M. Rendahl, of 3743 53RD St. NE, Esmond, ND 58332, shall be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.

3. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization 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 Grantors have hereunto set their hands and seals this 30 day of SEPTEMBER, 2002.

David Rendahl
(David Rendahl, aka David A. Rendahl)

Laura M Rendahl
(Laura Rendahl, aka Laura M. Rendahl)

_____ (L.S.)

_____ (L.S.)

_____ (L.S)

_____ (L.S.)

ACKNOWLEDGMENT

STATE North Dakota)
)ss
COUNTY Benson)

On this 30 day of SEPTEMBER in the year 2001 2002 before me personally appeared David Rendahl, aka David A. Rendahl and Laura Rendahl, aka Laura M. Rendahl, husband and 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. 2/11/03

Notary Public

KEVIN D. BROWN
Notary Public State of North Dakota
My Commission Expires OCTOBER 19, 2006

(SEAL) KEVIN D. BROWN NOTARY PUBLIC STATE OF NORTH DAKOTA 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 _____ day of FEB 03 2003, 20__.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

By: _____

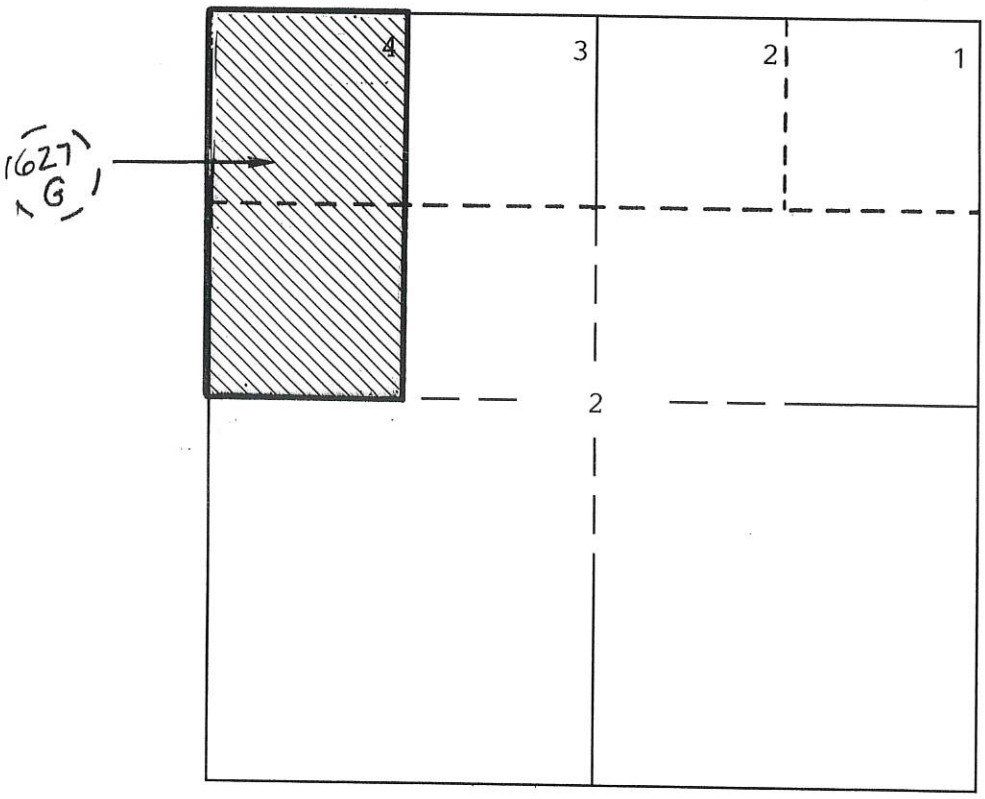
Title: CHIEF, DIVISION OF REALTY

189521

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

MAP 1 of 4

TRACT 627G,1
Rendahl, David
WILDLIFE MANAGEMENT AREA Benson COUNTY, STATE OF North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934, AS AMENDED.
T. 154 N., R. 71 W., 5th PRINCIPAL MERIDIAN
Section 2; Lot 4, SW1/4NW1/4.



Lot Table

Lot	Acres
1	39.84
2	39.86
3	39.88
4	39.90

Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 7/2/02 which the parties of the first part agree to maintain as a wildlife management area.

David Rendahl
Landowner Signature

Laura M Rendahl
Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of easement description

Lands covered by provisions of the easement

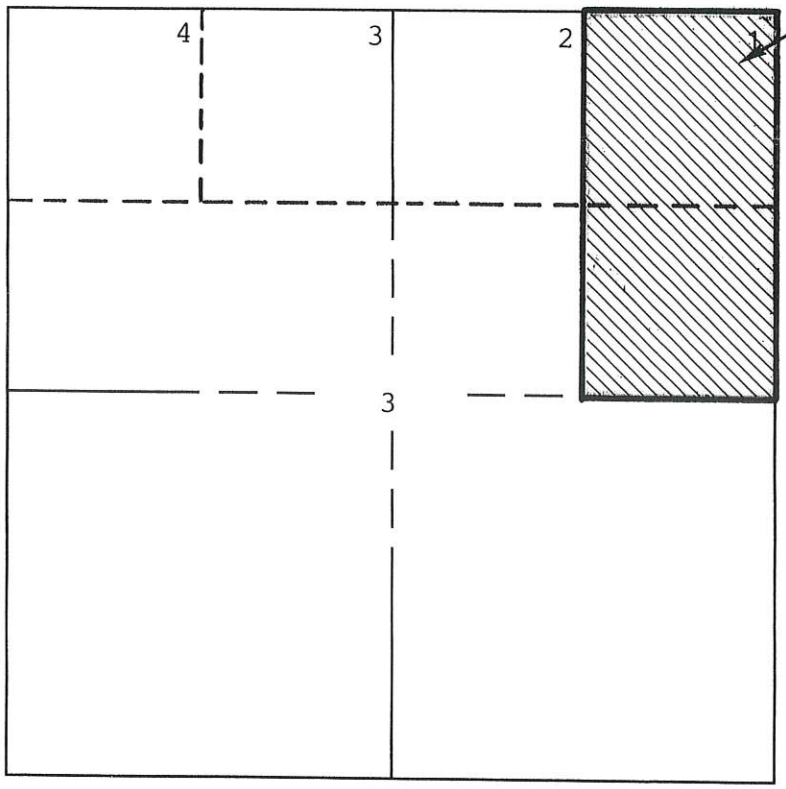
Prepared by: Kevin D. Brown Date: 7/25/02

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

MAP 2 of 4

TRACT 627G,1
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T. 154 N., R. 71 W., 5th PRINCIPAL MERIDIAN
Section 3; Lot 1, SE1/4NE1/4.



Lot Table

Lot	Acres
1	39.89
2	39.82
3	39.75
4	39.68

Scale: 4 Inches = 1 Mile

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David Rendahl
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Laura M Rendahl
Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of easement description

Lands covered by provisions of the easement

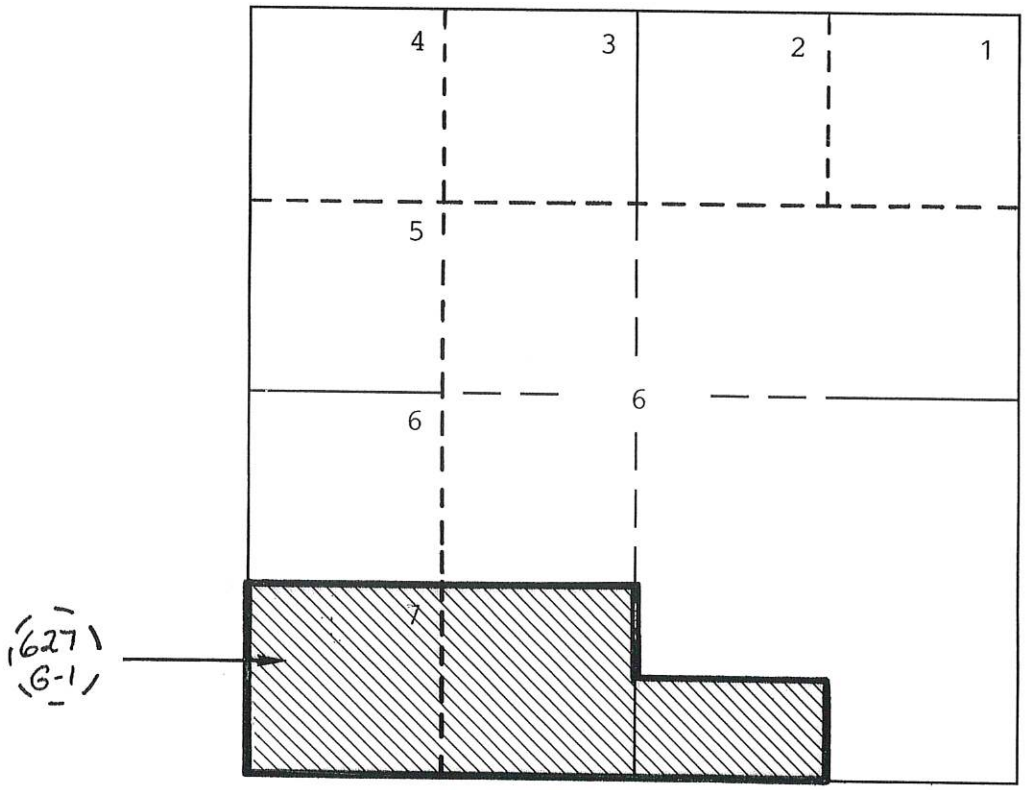
Prepared by: Kevin D. Brown Date: 7/25/02

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

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MAP 3 of 4

TRACT 627G,1
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T. 154 N., R. 71 W., 5th PRINCIPAL MERIDIAN
Section 6; Lot 7, SE1/4SW1/4, S1/2SW1/4SE1/4.



Lot Table

Lot	Acres
1	39.94
2	39.96
3	39.98
4	37.12
5	37.21
6	37.30
7	37.39

Scale: 4 Inches = 1 Mile

This map delineates lands referred to in the easement conveyance dated 7/2/02 which the parties of the first part agree to maintain as a wildlife management area.

David Rendahl
Landowner Signature

Laura M Rendahl
Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of easement description

Lands covered by provisions of the easement

Prepared by: Kevin D. Brown Date: 7/25/02

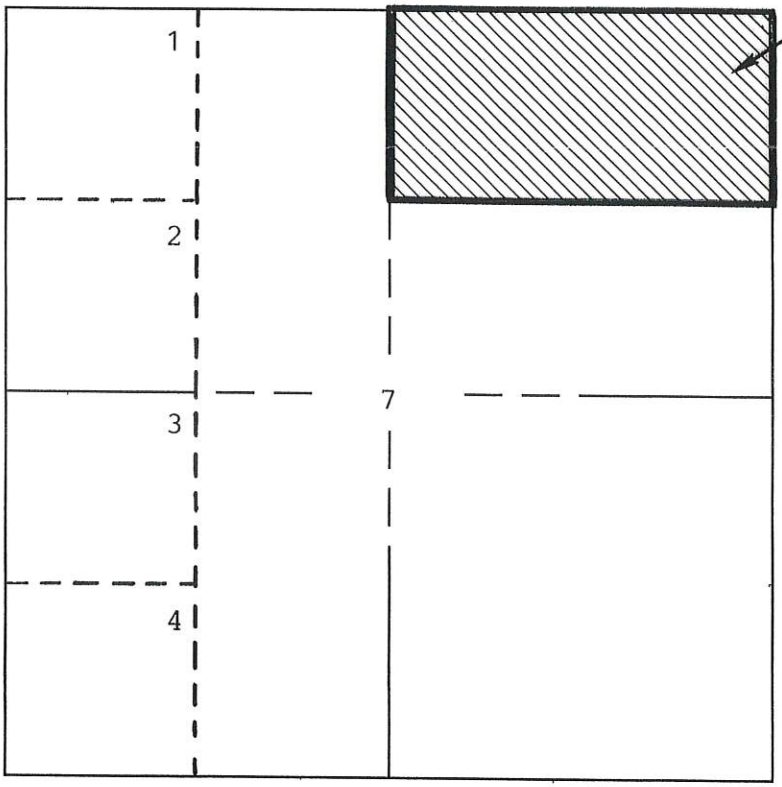
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
EXHIBIT "A"

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MAP 4 of 4

TRACT 627G,1

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T. 154 N., R. 71 W., 5th PRINCIPAL MERIDIAN
Section 7; N1/2NE1/4.



Lot Table

Lot	Acres
1	37.48
2	37.57
3	37.66
4	37.75

Scale: 4 Inches = 1 Mile

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David Rendahl
Landowner Signature

Laura M Rendahl
Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

Landowner Signature

LEGEND

Boundary of easement description

Lands covered by provisions of the easement

Prepared by: Kevin D. Brown Date: 7/25/02

189521

OFFICE OF COUNTY RECORDER
BENSON COUNTY, NORTH DAKOTA

I hereby certify that the within instrument was filed for record in this office this 25 day of February A.D. 20 03 at 10:50 o'clock A M., and recorded in Book 44 of Misc. on page 348

Doris E Kandle
County Recorder

Deputy

28. Chg. Benson Abstract

COUNTY RECORDER BENSON SEAL COUNTY STATE OF NORTH DAKOTA

- ✓ Fee
- ✓ Recp
- Tract
- ✓ Comp
- ✓ Grantee
- ✓ Grantor
- ✓ Index
- Margin