

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That the UNITED STATES OF AMERICA, acting by and through the State Director of the Farmers Home Administration for the State of North Dakota, United States Department of Agriculture, for and in consideration of the sum of TWENTY FOUR THOUSAND no/100 dollars \$24,000.00 does hereby convey, sell and quitclaim unto Simon J. Laturus and Donna B. Laturus, his wife, as tenants in common of Cando, Towner County, North Dakota, GRANTEE, their heirs and assigns, all its rights, title, claim, interest, equity and estate in the following described real property, situated in the County of Towner, State of North Dakota:

The Southwest Quarter (SW1/4) of Section Two (2), Township One Hundred Fifty-eight (158), Range Sixty-seven (67).

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 subdivision e of subsection 6 of Section 4 of Senate Bill 2323 (1981).

Date 11-3-89

Signed

Ralph H. Leet
(Grantee or Authorized Representative)

* * * * *

This deed is subject to the terms of the conservation easement which is attached hereto and incorporated herein.

Subject to exceptions and reservation contained in patents from the United States.

Subject to existing easements and rights-of-way for roads, highways, ditches, canals, laterals and power and transmission lines.

To have and to hold said premises, together with appurtenances thereto, unto said Grantees and to their heirs and assigns.

This conveyance is executed and delivered pursuant to and in accordance with the authority vested in the Secretary of Agriculture by the authority contained in the Consolidated Farmers Home Administration Act of 1961, approved August 8, 1961 (P.L. 87-128), as amended, and in Title 7, Code of Federal Regulations, Part 1800.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purposes for which the Federal financial assistance was extended.

IN WITNESS WHEREOF, The United States of America has caused these presents to be executed this 7th day of September, 19 89.

UNITED STATES OF AMERICA

BY

Ralph H. Leet
RALPH H. LEET, State Director
Farmers Home Administration
U.S. Department of Agriculture
Bismarck, North Dakota 58502

ACKNOWLEDGMENT

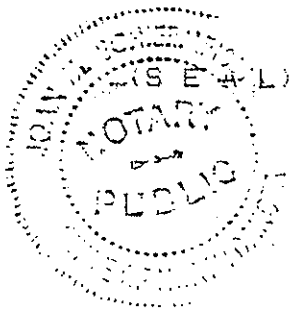
STATE OF NORTH DAKOTA)

) ss:

COUNTY OF BURLEIGH)

On this 7th day of September, 1989, before me personally appeared RALPH H. LEET, known to me to be the State Director, Farmers Home Administration, United States Department of Agriculture, who is described in and who executed the within instrument, and acknowledged to me that he signed the foregoing instrument as the free act and deed of the United States of America by virtue and in pursuance of authority duly conferred upon him.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day and year above written.



Joan M. Schiermeister
Joan M. Schiermeister
Notary Public
Burleigh County, North Dakota

My Commission Expires:

9-28-93

Conservation Easement Reservation in the United States

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed. 'The United States of America'..... in the conservation easement refers to the United States of America, Farmers Home Administration, United States Department of Agriculture, as defined in paragraph one of the quitclaim deed to which this easement is attached and incorporated herein.

This easement is under the authority and in furtherance of the provisions of Federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985), Executive Order 11990 providing for the protection of wetlands, and Executive Order 11988 providing for the management of floodplains, and Section 1314 of the Food Security Act of 1985 authorizing the Farmers Home Administration to grant easements for conservation purposes.

The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States has reserved the rights enumerated in this easement for itself and its successors, agents, and assigns.

I. Description of the Easement Area.

The lands covered by this conveyance are those areas including lakes, ponds, marshes, sloughs, swales, swamps, potholes, uplands, and other wholly or partially covered areas as delineated on the map(s) attached hereto as Exhibit "A." Areas covered by this easement are delineated on Exhibit "A" and shown as "B" Easement Areas or "C" Wetland Areas. Covenants by the landowner applicable to "B" Easement Areas are described in paragraphs II. A., B.1., and C. Rights reserved in the United States for "B" Easement Areas are described in paragraphs III. A, B, C, D, and E. Covenants by the landowner applicable to "C" Wetland Areas are described in paragraphs II. A., B.2., and C. "C" Wetland Areas shall include any enlargements of said wetland areas resulting from normal or abnormal increases in water.

All provisions of this easement, not specifically mentioned above, are applicable to both "B" Easement Areas and "C" Wetland Areas. Said lands are located within the following described legal subdivision in Towner County, State of North Dakota, to wit:

T. 158 N., R. 67 W., 5th P.M.
Section 2, SW1/4

This conveyance is subject to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electric transmission lines, telegraph and telephone lines, cable lines, and all mineral rights.

II. Covenants by the Landowner.

- A. No dwellings, barns, outbuildings, or other structures shall be built within the easement area.
- B.1. For "B" Easement Areas of the easement which include permanent grassland vegetation and the wetland area, the vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) harvesting wood products; (4) burning; (5) placing of refuse, wastes, sewage, or other debris; (6) draining, dredging, channeling, filling, discing, pumping, diking, impounding, and related activities; or (7) diverting or affecting the natural flow of surface or underground water into, within, and out of the easement area.
- B.2. For "C" Wetland Areas of the easement, either by an activity on the property conveyed by this deed, or on property owned or under the control of the landowner, the vegetation or hydrology will not be altered through: (1) burning; (2) placing of refuse, wastes, sewage, or other debris; (3) draining, dredging, channeling, leveling, filling, pumping, diking, impounding and related activities; or (4) diverting or affecting the natural flow of surface or underground waters into, within, and out of "C" Wetland Areas. The landowner shall have the right to carry on farming practices such as grazing, hay cutting, plowing, working and cropping "C" Wetland Areas when they are dry of natural causes. "C" Wetland Areas shall include any enlargements of said wetland areas resulting from normal or abnormal increases in water.
- C. Notwithstanding the provisions of paragraph II-B.1 and II.B.2. above, the landowner shall be responsible for compliance with all Federal, State, and local laws for the control of noxious or other undesirable plants on the easement area. For "B" Easement Areas, the responsibility for such plant control may be assumed in writing by and at the option of the easement manager where the control or manipulation of such plants is deemed by the manager to affect easement management programs or policies.

III. Rights Reserved in the United States.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area, including the following authorities:

- A. The right of ingress and egress to conduct management, monitoring, and easement enforcement activities. The easement manager may utilize any reasonably convenient route of access to the easement area(s). However, the landowner may provide a designated route to

and from the easement area so that damage to farm operations can be reasonably avoided.

- B. For "B" Easement Areas, the right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.
- C. For "B" Easement Areas, the right to establish or reestablish vegetation through seedings, plantings, or natural succession.
- D. For "B" Easement Areas, the right to manipulate vegetation topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.
- E. For "B" Easement Areas, the right to conduct predator management activities.

IV. Easement Management and Administration.

- A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et. seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraphs II and III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of floodplain and wetland functional values.
- B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. General Provisions.

- A. The agreed upon purposes of this reservation are the preservation and maintenance of the wetland and floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Such purposes shall constitute the dominant estate within the easement area. Wetland areas are defined by reference 7(c) of Executive Order 11990 and a

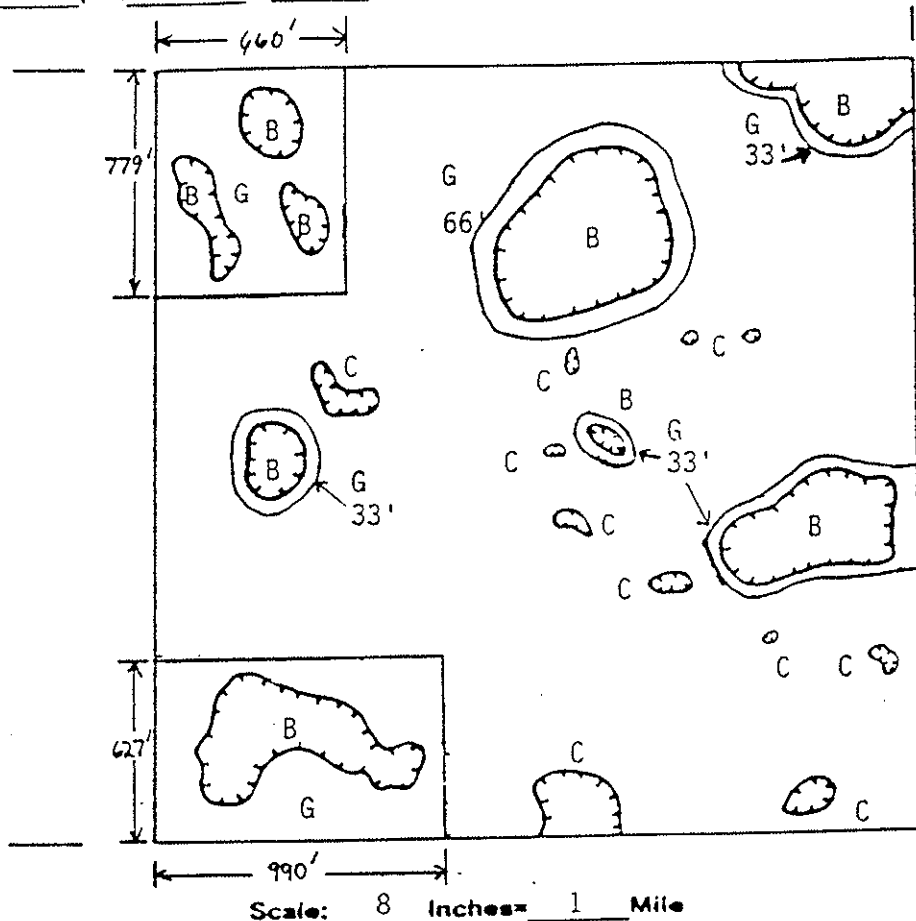
"floodplain" is defined by reference to section 6(c) of Executive Order 11988. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland preservation and plant, fish and wildlife purposes.

- B. Any subsequent amendment to or repeal of any Federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.
- C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.
- D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs, and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat, or other suitable document may be recorded in the land records of the respective county in which the property is located.
- E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry to "B" Easement Areas, the landowner may permit it at the landowner's discretion.
- F. The landowner and invitees may hunt or fish on the easement area in accordance with all Federal, State, and local game and fishery regulations.
- G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.
- H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have discretionary powers of the United States under this easement. In performance of any rights of the United States under this easement, the manager may permit, contract, or otherwise provide for action by employees, agents, or assigns which may include the landowner.

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
EXHIBIT "A"

Map 1 of 1

CONSERVATION EASEMENT AREA TOWNER COUNTY, STATE OF NORTH DAKOTA
T. 158N, R. 67W, 5th PRINCIPAL MERIDIAN SECTION(S): 2, SW 1/4

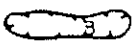

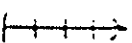


ALL DISTANCES APPROXIMATE
AND INTENDED TO REFLECT
WHAT IS REPRESENTED ON
EXHIBIT "A" FOR ESTABLISH-
MENT OF EASEMENT BOUNDARIES

This map delineates the conservation easement area referred to in the easement conveyance dated _____.

Farmers Home Administration

LEGEND

- "B" Easement Areas covered by provisions of the easement
-  Wetlands covered by "B" easement areas
-  "C" Wetland areas covered by provisions of the easement
- R Restored wetland areas covered by provisions of the easement
-  Nonfunctional drainage facilities covered by provisions of the easement
- G Grassland/Tree area covered by provisions of the easement

AUDITOR'S OFFICE, TOWNER COUNTY, N.D.
Delinquent Taxes and Special Assessments
or Installments or Special Assessments, paid
and Transfer entered 11-13-89

DOCUMENT NO. **131049**

STATE OF NORTH DAKOTA }
COUNTY OF TOWNER } SS

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

November 13, 1989

By William M. Math Deputy
AUDITOR, TOWNER COUNTY, N. D.

DOCUMENT NO. 131049	
Copied	
Stamped	X
Indexed	X
Filed	X
Com	

At 10:45 o'clock A.M. and duly recorded in book
77 of Deeds Page 473
Frith R. Hoffman Register of Deeds
COUNTY

Frith Law Office \$17.00 pd
310 West Walnut
Devils Lake, ND 58301

