

**WARRANTY EASEMENT DEED  
FOR A PERIOD OF 30 YEARS**

B 67075

**WETLANDS RESERVE PROGRAM  
EASEMENT NO. 666633-11014H7**

**THIS WARRANTY EASEMENT DEED** is made by and between Wallace Linde and Joan Linde, husband and wife, of 3114 9 ½ St. North Fargo, ND 58102; and Jonell Moore, a single person, of 1361 10<sup>th</sup> Avenue East, Unit No. 2 West Fargo, ND 58078 (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

**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 and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

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 One Hundred Nine Thousand Two Hundred Fifty Dollars and 25/100 (\$109,250.25), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns,(the Grantee), for a period of Thirty (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 the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

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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 made 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, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, 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. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- 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 which is appended to and made a part of this easement deed, if applicable.

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- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited 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, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
  6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
  7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
  8. planting or harvesting any crop;
  9. grazing or allowing livestock on the easement area;
  10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
  11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
  12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
  13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

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- 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 the NRCS 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. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole 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, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

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PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, 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. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS 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 the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, 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.

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PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents 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.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of

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Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its assigns for the term of 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 26 day of November, 2012.

Landowner(s): Wallace Linde  
Wallace Linde

Joan Linde  
Joan Linde

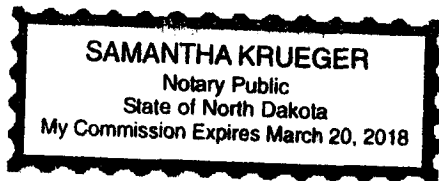
**ACKNOWLEDGMENT**

STATE OF North Dakota

COUNTY OF CASS

On this 26 day of November, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared Wallace Linde and Joan Linde, husband and wife, known or proved to me to be the persons 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 set my hand and official seal the day and year first above written.



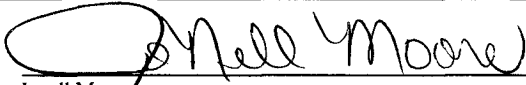
Notary Public for the State of North Dakota  
Residing at 2704 N Broadway Fargo ND 58102  
My Commission Expires \_\_\_\_\_

Samantha Krueger



**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its assigns for the term of 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 27 day of November, 2012.

Landowner(s):   
Jonell Moore

**ACKNOWLEDGMENT**

STATE OF North Dakota

COUNTY OF Cass

On this 27<sup>th</sup> day of November, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared Jonell Moore, a single person, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of North Dakota  
Residing at Cass County, Fargo, ND  
My Commission Expires July 20, 2013  
Kendra K. Wentworth

KENDRA K. WENTWORTH  
Notary Public  
State of North Dakota  
My Commission Expires July 20, 2013

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**ACCEPTANCE BY GRANTEE:**

I, Mary E. Podoll, State Conservationist, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 8 day of January, 2013

Mary E. Podoll  
Signature

STATE CONSERVATIONIST  
Title

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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

(EXHIBIT A)

**LEGAL DESCRIPTION**

Landowner: Wallace Linde  
WRP Easement Description  
WRP #666633 -11014H7

Parcel A:

A conservation easement in, over, and upon a tract of land being all that part of the Southeast Quarter of Section 8, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota, EXCEPT the South 33.00 feet thereof; AND ALSO EXCEPT the East 33.00 feet thereof; lying to the East of the following described line:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 04 minutes 19 seconds West, assumed bearing, along the north line of said Southeast Quarter, a distance of 964.82 feet to the point of beginning of the line to be described; thence South 46 degrees 18 minutes 48 seconds West 1799.08 feet, more or less, to the northeasterly BNSF Railway Company right of way; thence South 54 degrees 42 minutes 13 seconds East, along said right of way, a distance of 2351.00 feet, more or less, to the north line of the South 33.00 feet of said Southeast Quarter, and said line there terminating.

Said Conservation Easement contains 86.36 acres.

Parcel B:

A conservation easement in, over, and upon a tract of land being all that part of the East Half of the Northeast Quarter of Section 7, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota, EXCEPT the East 33.00 feet thereof; having a southwesterly line conterminous with the northeasterly BNSF Railway Company's northeasterly right of way; and having a northwesterly line conterminous with the southeasterly line of that strip of land conveyed in Document No. 189350, of record in the office of the County Recorder, in and for said Ramsey County.

Said Conservation Easement contains 19.19 acres.

Parcel C:

A conservation easement in, over, and upon a tract of land being all that part of the West Half of Section 22, Township 156 North, Range 67 West of the Fifth Principal Meridian, Benson County, North Dakota, described as follows:

Commencing at the southwest corner of said West Half; thence North 0 degrees 59 minutes 23 seconds West, along the west line of said West Half, a distance of 728.09 feet; thence North 89 degrees 00 minutes 37 seconds East 33.00 feet to the point of beginning; thence North 0 degrees 59 minutes 23 seconds West, parallel with said west line, a distance of 1900.26 feet; thence North 89 degrees 00 minutes 37 seconds East 1052.15 feet; thence South 0 degrees 59 minutes 23 seconds East 1900.26 feet; thence South 89 degrees 00 minutes 37 seconds West 1052.15 feet to the point of beginning.

Said Conservation Easement contains 45.90 acres.

**256050**

**Ramsey County**

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**Recorded: 1/15/2013 at 11:25 AM**

(EXHIBIT B)

**ACCESS DESCRIPTION**

Landowner: Wallace Linde  
WRP Easement Description  
WRP #666633 -11014H7

Parcel A:

Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 83.00 feet of the East 50.00 feet of said Southeast Quarter of Section 8, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota.

Parcel B:

Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 950.00 feet of the East 50.00 feet of said East Half of the Northeast Quarter of Section 7, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota.

Parcel C:

Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 728.09 feet of the West 50.00 feet of said West Half of Section 22, Township 156 North, Range 67 West of the Fifth Principal Meridian, Benson County, North Dakota.

**EXHIBIT B**  
**LEGAL LAND SURVEY (INGRESS/EGRESS)**

See attached survey documents.

**256050**

**Ramsey County**

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**Recorded: 1/15/2013 at 11:25 AM**

**EXHIBIT C**  
**SUBSURFACE RESOURCE RIGHTS**

1. Reservation by the grantor of 50% of all oil, gas and other minerals, by virtue of a Warranty Deed, dated January 5, 1990, filed January 10, 1990 at 11:30 AM, recorded in "75" Deeds at page 645 as Document No. 175863. (WRP lands in Benson County).
2. Reservation by the grantor of 50% of all oil, gas and other minerals, by virtue of a Warranty Deed, dated February 1, 1990, filed February 8, 1990 at 2:00 PM, recorded in "75" Deeds at page 699 as Document No. 175941. (WRP lands in Benson County).
3. Reservation by the grantor of all oil, gas and other minerals by virtue of a Limited Warranty Deed, dated June 26, 1991, filed July 1, 1991 at 3:30 PM, recorded in Book "77" Deeds at page 195 as Document No. 177353. (WRP lands in Benson County).
4. Reservation by the grantor of all oil, gas and other minerals, by virtue of a Limited Warranty Deed, dated June 26, 1991, filed July 8, 1991 at 4:15 PM, recorded in Book "77" Deeds at page 204 as Doc. No. 177378. (WRP lands in Benson County).

**EXHIBIT D**  
**WATER USES AND WATER RIGHTS**

**I. Water Uses and Water Rights Reserved to the Grantor ("Landowner")**  
(Warranty Easement Deed Part II.F.)

NOT APPLICABLE.

**II. Encumbered Water Uses and Water Rights for Easement Purposes**  
(Warranty Easement Deed, Part III.D.)

NOT APPLICABLE.

**III. PROTECTION OF ENCUMBERED WATER RIGHTS**  
(Warranty Easement Deed Part III.E.)

NOT APPLICABLE.



**State of North Dakota)**  
**County of Ramsey )**

**256050**

I hereby certify that the within instrument was filed for record in  
this office 1/15/2013 at 11:25 AM and is recorded as Document  
No. 256050  
Katie Nadeau, Ramsey County Recorder

By *Katie Nadeau*  
Fee: \$64.00  
Returned To: ABSTRACT COMPANY

PO BOX 645  
DEVILS LAKE ND 58301

**256050**

**Ramsey County**

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**Recorded: 1/15/2013 at 11:25 AM**

CERTIFICATE OF SURVEY FOR US DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

EASEMENT TRACT IN PARTS OF SECTIONS 7 & 8, TOWNSHIP 156 N., RANGE 66 W.  
RAMSEY COUNTY, NORTH DAKOTA  
AND

EASEMENT TRACT IN PART OF SECTION 22, TOWNSHIP 156 N., RANGE 67 W.  
BENSON COUNTY, NORTH DAKOTA

NRCS WRP #666633-11014H7  
LANDOWNER: WALLACE LINDE

RECORD DESCRIPTION: (by others)

The Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4), lying North of the railway right-of-way, in Section Seven (7), Township One Hundred Fifty-five (155) North, Range Sixty-six (66) West of the Fifth Principal Meridian, Ramsey County, North Dakota  
AND  
The North Half of the Southeast Quarter (N1/2SE1/4) of Section Eight (8), Township One Hundred Fifty-five (155) North, Range Sixty-six (66) West of the Fifth Principal Meridian, Ramsey County, North Dakota  
AND  
The West Half of Section Twenty-two (22) Township One Hundred Fifty-six (156) North, Range Sixty-seven (67) West of the Fifth Principal Meridian, Benson County, North Dakota.

CONSERVATION EASEMENT DESCRIPTION: (Exhibit A)

Parcel A:  
A conservation easement in, over, and upon a tract of land being all that part of the Southeast Quarter of Section 8, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota, EXCEPT the South 33.00 feet thereof; AND ALSO EXCEPT the East 33.00 feet thereof, lying to the East of the following described line:  
Commencing at the northeast corner of said Southeast Quarter, thence South 89 degrees 04 minutes 19 seconds West, assumed bearing, along the north line of said Southeast Quarter, a distance of 964.82 feet to the point of beginning of the line to be described; thence South 46 degrees 18 minutes 48 seconds West 1799.08 feet, more or less, to the northeasterly BNSF Railway Company right of way; thence South 54 degrees 42 minutes 13 seconds East, along said right of way, a distance of 2351.00 feet, more or less, to the north line of the South 33.00 feet of said Southeast Quarter, and said line there terminating.  
Said Conservation Easement contains 86.36 acres.

Parcel B:  
A conservation easement in, over, and upon a tract of land being all that part of the East Half of the Northeast Quarter of Section 7, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota, EXCEPT the East 33.00 feet thereof, having a southwesterly line continuous with the northeasterly BNSF Railway Company's northeasterly right of way; and having a northwesterly line continuous with the southwesterly line of that strip of land conveyed in Document No. 189350, of record in the office of the County Recorder, in and for said Ramsey County.  
Said Conservation Easement contains 19.19 acres.

Parcel C:  
A conservation easement in, over, and upon a tract of land being all that part of the West Half of Section 22, Township 156 North, Range 67 West of the Fifth Principal Meridian, Benson County, North Dakota, described as follows:  
Commencing at the southwest corner of said West Half, thence North 0 degrees 59 minutes 23 seconds West, along the west line of said West Half, a distance of 728.09 feet; thence North 89 degrees 00 minutes 37 seconds East 33.00 feet to the point of beginning; thence North 0 degrees 59 minutes 23 seconds West, parallel with said west line, a distance of 1900.26 feet; thence North 89 degrees 00 minutes 37 seconds East 1052.15 feet; thence South 0 degrees 59 minutes 23 seconds East 1900.26 feet; thence South 89 degrees 00 minutes 37 seconds West 1052.15 feet to the point of beginning.  
Said Conservation Easement contains 45.90 acres.

BASIS OF BEARING:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 8, AS SHOWN ON SHEET 2, IS ASSUMED TO HAVE A BEARING OF NORTH 01 DEGREE 00 MINUTES 16 SECONDS WEST.

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH DAKOTA STATE PLANE COORDINATE SYSTEM (ND NORTH ZONE MAD83)

- DENOTES FOUND MONUMENT
- DENOTES 5/8 INCH DIAMETER BY 24 INCH LONG IRON REBAR MONUMENT SET AND MARKED LS-5773

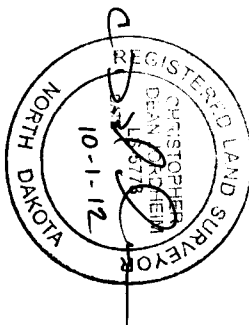
SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY, DONE BY THE UNDERSIGNED, WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS - AS SET FORTH BY THE STATE OF NORTH DAKOTA BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE ACCURACY SPECIFICATION AND POSITION TOLERANCE ARE ALSO IN ACCORDANCE WITH RURAL AREA SURVEYS.

Christopher D. Jordheim  
North Dakota Registration Number LS-5773  
Wideseh, Smith, Nolting & Associates, Inc.  
2715 South Washington Street  
Grand Forks, ND 58201  
(701) 795-1975

SURVEYOR NOTE:

DURING THE YEARS PRECEDING THIS SURVEY, THE ELEVATIONS OF AREA LAKES HAVE RISEN IMMENSELY, CAUSING GOVERNMENT CORNERS AND THEIR ACCESSORIES TO BE UNDER WATER, DUE TO SIGNIFICANT FLOODING OF THE SUBJECT AND ADJACENT PROPERTIES AT THE TIME OF SURVEY. THE AVAILABILITY OF MONUMENTATION AND EVIDENCE OF THE ORIGINAL GOVERNMENT SURVEY WAS LIMITED. THE BOUNDARIES SHOWN HEREIN ARE CALCULATED FROM ORIGINAL GOVERNMENT LAND OFFICE SURVEY RECORDS, CORNER MONUMENT RECORDS, TESTIMONY, AVAILABLE SURVEY INFORMATION AND OTHER RECORD DOCUMENTS. TOGETHER WITH FIELD OBSERVATIONS GATHERED USING ACCEPTABLE STANDARD SURVEY METHODS. THE BOUNDARIES SHOWN HEREIN ARE DETERMINED TO THE BEST OF THE SURVEYOR'S ABILITIES USING AVAILABLE INFORMATION.



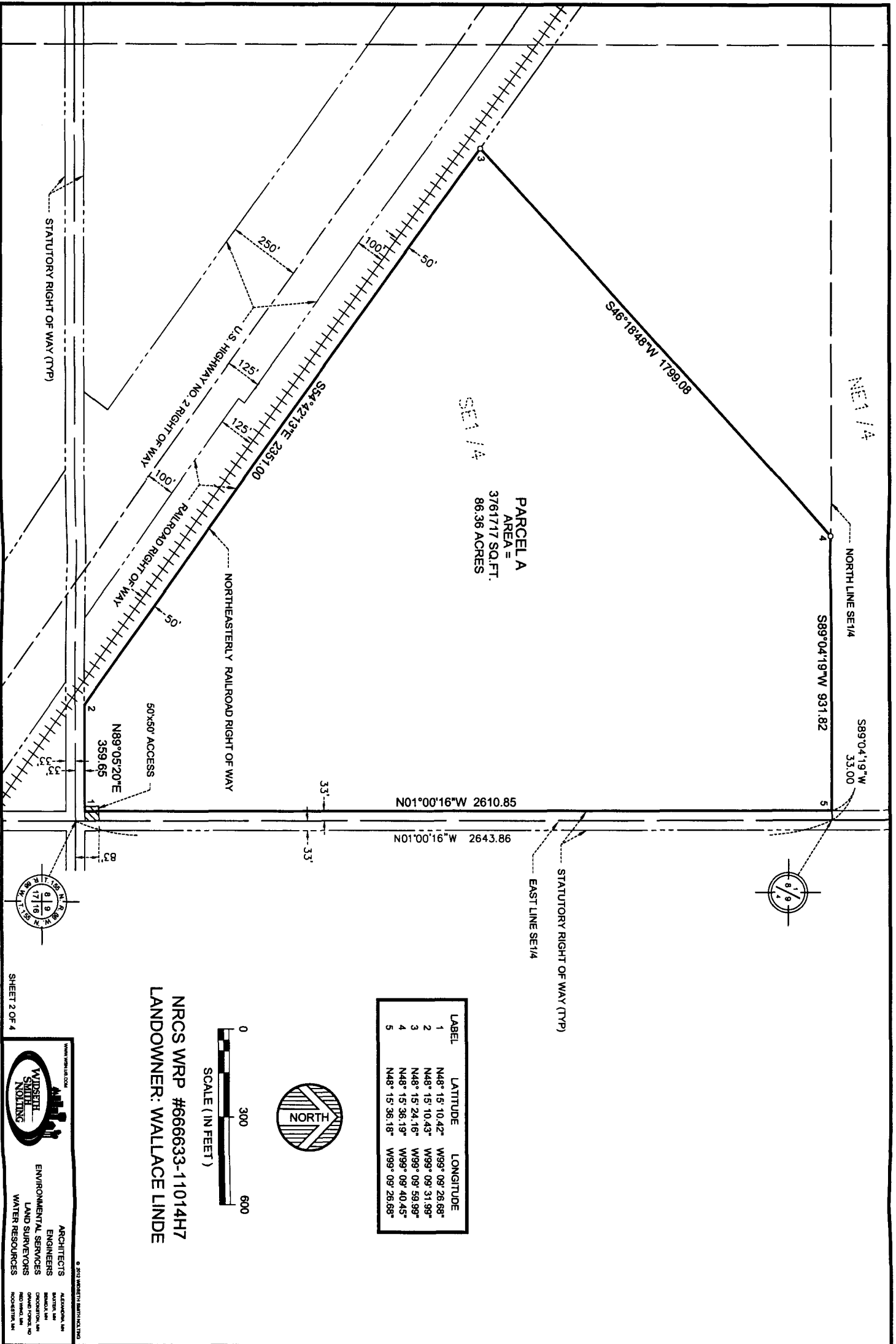
CONSERVATION EASEMENT ACCESS DESCRIPTION: (Exhibit B)

Parcel A:  
Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 83.00 feet of the East 50.00 feet of said Southeast Quarter of Section 8, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota.

Parcel B:  
Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 950.00 feet of the East 50.00 feet of said East Half of the Northeast Quarter of Section 7, Township 155 North, Range 66 West of the Fifth Principal Meridian, Ramsey County, North Dakota.

Parcel C:  
Access to the Conservation Easement described in Exhibit A will be from the North 50.00 feet of the South 728.09 feet of the West 50.00 feet of said West Half of Section 22, Township 156 North, Range 67 West of the Fifth Principal Meridian, Benson County, North Dakota.

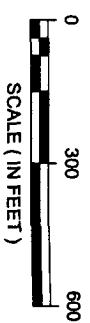




PARCEL A  
 AREA =  
 3761717 SQ.FT.  
 86.36 ACRES

N01°00'16"W 2610.85  
 N01°00'16"W 2643.86

LABEL	LATITUDE	LONGITUDE
1	N48° 15' 10.42"	W99° 09' 26.68"
2	N48° 15' 10.43"	W99° 09' 31.99"
3	N48° 15' 24.16"	W99° 09' 59.99"
4	N48° 15' 36.19"	W99° 09' 40.45"
5	N48° 15' 36.18"	W99° 09' 26.68"

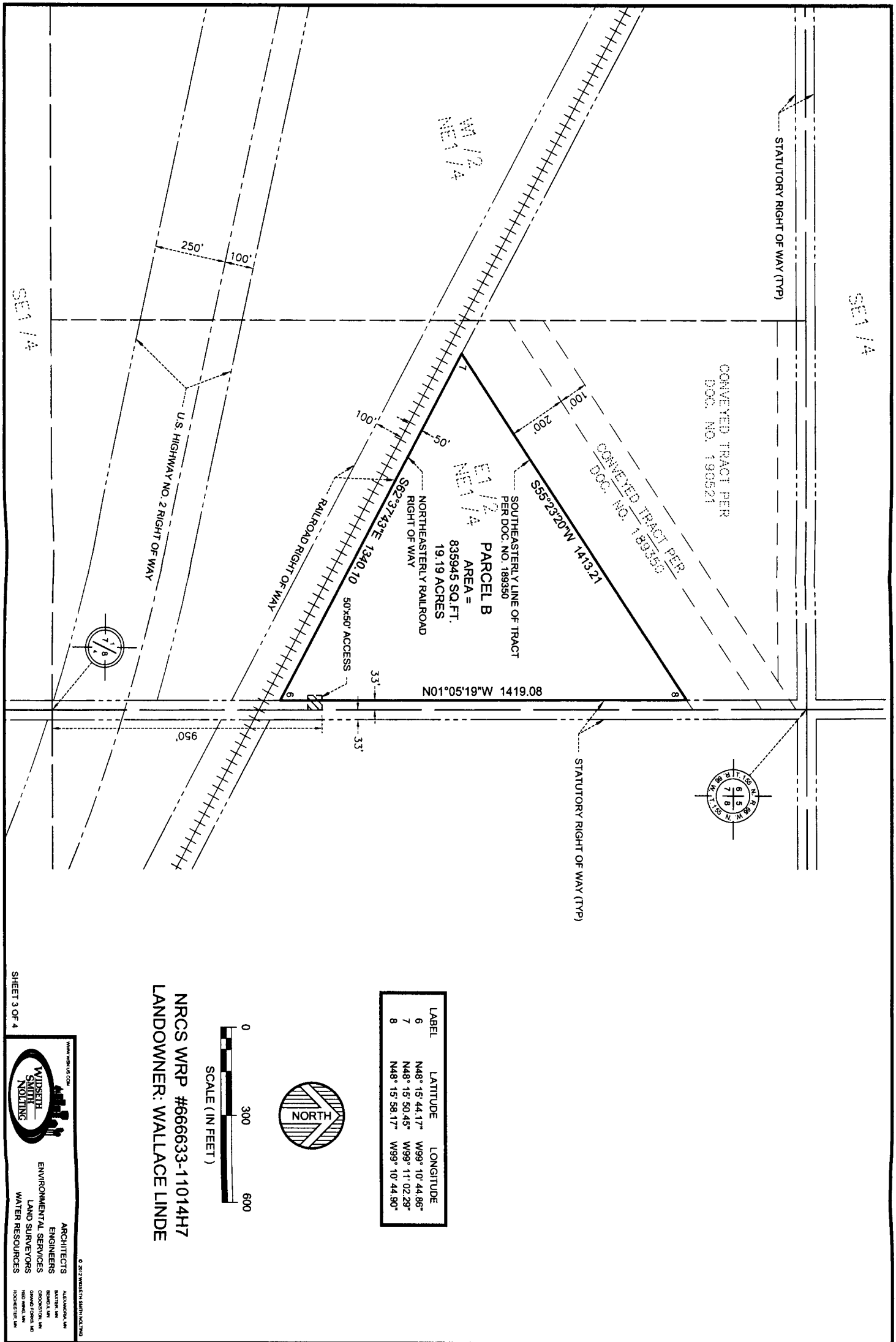


NRCS WRP #666633-11014H7  
 LANDOWNER: WALLACE LINDE

SHEET 2 OF 4

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 ARCHITECTS, INC.  
 1000 N. 10TH ST.  
 SUITE 100  
 GRAND FORKS, ND  
 58001-1000



M 1/2  
NE 1/4

SE 1/4

SE 1/4

CONVEYED TRACT PER  
DOC. NO. 190521

CONVEYED TRACT PER  
DOC. NO. 189350

E 1/2  
NE 1/4

PARCEL B  
AREA =  
835945 SQ. FT.  
19.19 ACRES

NORTHEASTERLY RAILROAD  
RIGHT OF WAY

SOUTHEASTERLY LINE OF TRACT  
PER DOC. NO. 189350

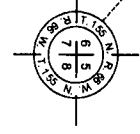
N01°05'19"W 1419.08

U.S. HIGHWAY NO. 2 RIGHT OF WAY

RAILROAD RIGHT OF WAY

50'x50' ACCESS

STATUTORY RIGHT OF WAY (TYP)



LABEL	LATITUDE	LONGITUDE
6	N48° 15' 44.17"	W99° 10' 44.86"
7	N48° 15' 50.45"	W99° 11' 02.29"
8	N48° 15' 58.17"	W99° 10' 44.90"



NRCS WRP #666633-11014H7  
LANDOWNER: WALLACE LINDE

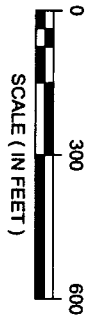
SHEET 3 OF 4

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BANGOR, LA  
CHICKEN, LA  
GRAND COTAGE, MO  
HARDY, MO  
HOUMA, LA

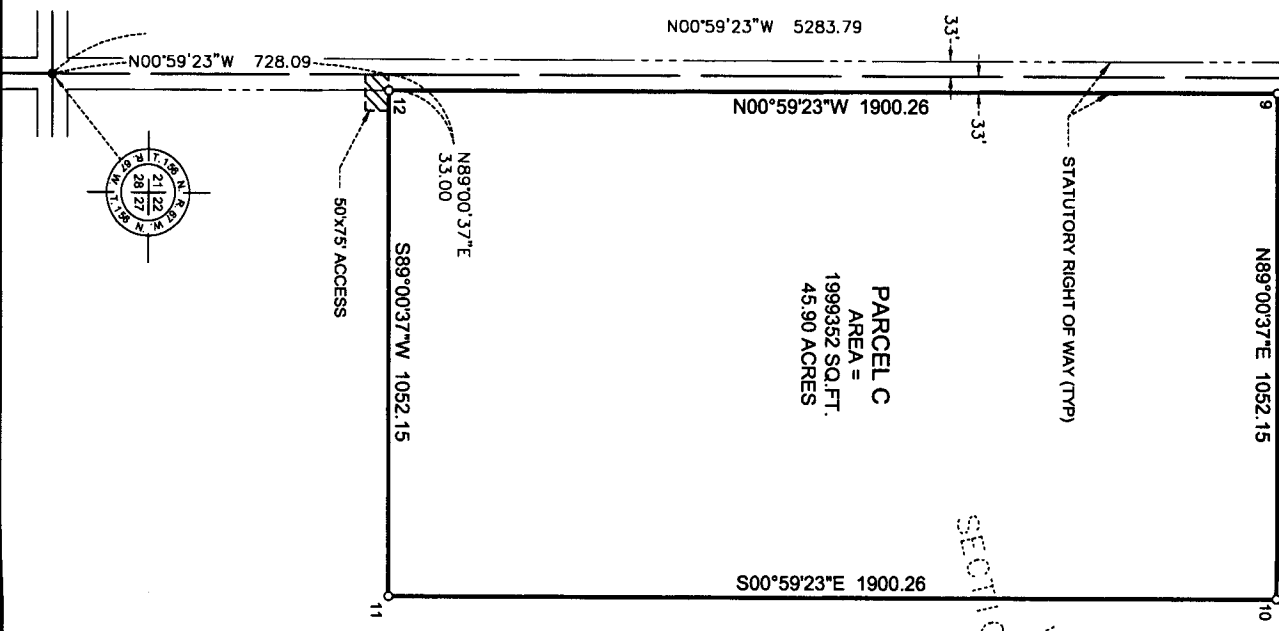


NRCS WRP #666633-11014H7  
LANDOWNER: WALLACE LINDE

LABEL	LATITUDE	LONGITUDE
9	N48° 19' 04.61"	W99° 15' 54.32"
10	N48° 19' 04.62"	W99° 15' 38.75"
11	N48° 18' 45.87"	W99° 15' 38.72"
12	N48° 18' 45.86"	W99° 15' 54.28"

PARCEL C  
AREA =  
1999352 SQ.FT.  
45.90 ACRES

SECTION 22-156-67  
M 12



**NOTES CORRESPONDING TO SCHEDULE B - SECTION II**  
COMMITMENT NUMBER: 867075 EFFECTIVE DATE: SEPTEMBER 26, 2011

11. Statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03 Statutory right of way has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
12. Right of Way Deed, granted unto St. Paul, Minneapolis and Manitoba Railway Company, dated May 24, 1886, filed for record August 13, 1886 at 1:00 AM, recorded in Book 1 Deeds at page 250 as Doc. No. 11815. All Railroad Right of Way has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
13. Conveyance of a tract of land unto St. Paul, Minneapolis and Manitoba Railway Company, by virtue of a Warranty Deed, dated June 22, 1886, filed August 13, 1886 at 11:00 AM, recorded in Book 1 of Deeds at page 257. All Railroad Right of Way has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
14. Right of Way Deed, granted unto The St. Paul, Minneapolis & Manitoba Railway Company, dated June 13, 1907, filed August 12, 1907 at 10:45 AM, recorded in Book 16 of Deeds at page 354 as Doc. No. 32391. All Railroad Right of Way has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
15. Conveyance of a strip of land unto Ramsey County, North Dakota, by virtue of a Warranty Deed, dated September 3, 1932, filed September 29, 1932 at 3:00 PM, recorded in Book 45 Deeds at page 384 as Doc. No. 93731 (Ramsey County 7-155-66). Said strip of land does not affect the WRP tract shown herein.
16. Receipt of Payment, Condemnation Award, Parcel NO. 9 in favor of the North Dakota State Highway Department for lands containing 23.40 acres, filed for record November 18, 1942 at 2:00 PM, recorded in Book "V" Misc. at page 396. All North Dakota State Highway Department right of ways have been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
17. Right of Way Easement granted unto Otter Tail Power Co., dated January 16, 1956, filed November 1, 1956 at 8:00 AM, recorded in Book 2 of Misc. at page 102 as Doc. No. 128986 (8-155-66 Ramsey). Said easement describes property Southwest of, and parallel with State Highway #2, and therefore does not affect the WRP tract shown herein.
18. Right of Way Easement granted unto Northwestern Bell Telephone Company, dated March 21, 1966, filed for record May 5, 1966 at 9:00 AM, recorded in Book 11 Misc. at page 131 as Doc. No. 144523 (Ramsey County 7-155-66). Said easement describes property Southwest of, and parallel with State Highway #2, and therefore does not affect the WRP tract shown herein.
22. Conveyance of a tract of land for the use and benefit of the State Highway Department, by virtue of a Warranty Deed, dated December 18, 1981, filed January 13, 1982 at 1:00 PM, recorded as Doc. No. 174600 (8-155-66 Ramsey). All North Dakota State Highway Department right of ways have been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
23. Conveyance of a tract of land unto Ramsey County Water Management District, dated February 26, 1988 and filed for record April 13, 1988 at 3:02 PM, recorded as Doc. No. 189350 (Ramsey County - 7-155-68). Said tract has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.
23. Conveyance of a tract of land unto the City of Church's Ferry, North Dakota, by virtue of a Warranty Deed, dated October 7, 1988 and filed for record October 14, 1988 at 1:50 PM, recorded as Doc. No. 190521 (Ramsey County - 7-155-66). Said tract has been excluded from the WRP boundary, and does not affect the WRP tract shown herein.

SHEET 4 OF 4

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