

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

B103911.96

**WETLANDS RESERVE PROGRAM  
EASEMENT NO. 666633-1301DLL**

**THIS WARRANTY EASEMENT DEED** is made by and between Wallace Linde and Joan Linde, husband and wife, of 3114 9 ½ Street North, Fargo, ND 58102; and JoNell Moore, single person, of 1361 11<sup>th</sup> Avenue East, Unit 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 Forty Seven Thousand One Hundred Thirty Nine Dollars and 30/100 (\$47,139.30), 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. §3865d(c)), or as amended, 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 Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near or from the Easement Area.

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D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, 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 14 day of August, 20 15.

Landowner(s): Wallace Linde  
Wallace Linde

Joan Linde  
Joan Linde

**ACKNOWLEDGMENT**

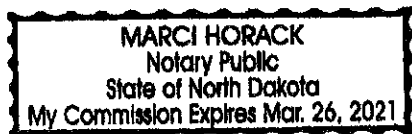
STATE OF NORTH Dakota

COUNTY OF Cass

On this 14 day of August, 20 15, 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 Cass County  
My Commission Expires March 26 2021



Marci Horack



**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 17 day of August, 2015.

Landowner(s): Jonell Moore  
Jonell Moore

**ACKNOWLEDGMENT**

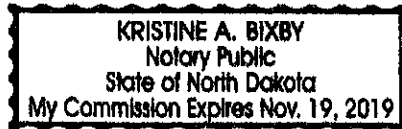
STATE OF ND

COUNTY OF CASS

On this 17 day of August, 2015, before me, the undersigned, a Notary Public in and for said State personally appeared Jonell Moore, 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 ND  
Residing at Fargo  
My Commission Expires NOV. 19 2019  
Kristine A. Bixby



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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 19 day of AUGUST, 2015.

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, gender identity, 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 (5 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.

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Exhibit A Pg. 2 of 2

**CONSERVATION EASEMENT (TRACT 1)-EXHIBIT A**

A Conservation easement is, over and upon a tract of land located in the Northeast Quarter of Section 17, Township 153 North, Range 06 West of the Fifth Principal Meridian, Ramsey County, North Dakota and described as follows:  
Commencing at northwest corner of said Northeast Quarter, thence South 01 degree 04 minutes 09 seconds East, on the west line of said Northeast Quarter, 33.00 feet to the point of beginning; thence North 89 degrees 05 minutes 12 seconds East, parallel with and 33.00 feet southerly of the north line of said Northeast Quarter, 1,211.40 feet to the east line of the Northeast Quarter of said Northeast Quarter, thence South 01 degree 04 minutes 24 seconds East, over and over line, 1,284.66 feet to the southeast corner of said Northeast Quarter of the Northeast Quarter, thence South 99 degrees 01 minutes 24 seconds West on the south line of said Northeast Quarter of the Northeast Quarter, 1,321.59 feet to the southeast corner of said Northeast Quarter of the Northeast Quarter, thence North 01 degree 04 minutes 09 seconds West, on said west line, 1,286.12 feet to the point of beginning.  
Said conservation easement contains 39.00 acres.

**ACCESS EASEMENT (TRACT 1)-EXHIBIT A**

Access to the conservation easement described in Exhibit A will be from the West 30 feet of the North 50 feet of the Northeast Quarter of the said Section 17.

**CONSERVATION EASEMENT (TRACT 2)-EXHIBIT A**

A Conservation easement is, over and upon a tract of land located in the Southeast Quarter of Section 8, Township 153 North, Range 06 West of the Fifth Principal Meridian, Ramsey County, North Dakota and described as follows:  
Commencing at southwest corner of said Southeast Quarter, thence North 01 degree 02 minutes 35 seconds West, on the west line of said Southeast Quarter, 33.00 feet to the point of beginning; thence continuing North 01 degree 02 minutes 35 seconds West, on said west line, 1,000.22 feet to the semi-circular right-of-way line of U.S. Highway #2; thence South 54 degrees 42 minutes 04 seconds East, on said right-of-way line, 1,306.69 feet; thence South 35 degrees 17 minutes 55 seconds West, on said right-of-way line, 136.52 feet; thence South 99 degrees 05 minutes 12 seconds West, parallel with and 33.00 feet westerly of the south line of said Southeast Quarter, 1,112.66 feet to the point of beginning.  
Said conservation easement contains 15.36 acres.

**ACCESS EASEMENT (TRACT 2)-EXHIBIT A**

Access to the conservation easement described in Exhibit A will be from the South 50 feet of the West 50 feet of the Southeast Quarter of the said Section 8.

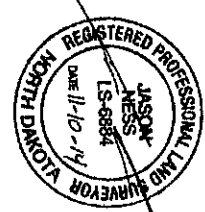
**CONSERVATION EASEMENT (TRACT 3)-EXHIBIT A**

A Conservation easement is, over and upon a tract of land located in the Northeast Quarter of the Southeast Quarter of Section 8, Township 153 North, Range 06 West of the Fifth Principal Meridian, Ramsey County, North Dakota and described as follows:  
Commencing at southeast corner of said Southeast Quarter, thence North 01 degree 02 minutes 35 seconds West, on the east line of said Southeast Quarter, 1,033.22 feet to the semi-circular right-of-way line of U.S. Highway #2; thence North 54 degrees 42 minutes 05 seconds West, on said right-of-way line, 488.35 feet to the south line of the Northeast Quarter of said Southeast Quarter and the point of beginning; thence South 89 degrees 04 minutes 47 seconds West, on said south line, 928.67 feet to the southeast corner of said Northeast Quarter of the Southeast Quarter, thence North 01 degree 01 minutes 59 seconds West on the west line of said Northeast Quarter of the Southeast Quarter, 875.95 feet to the southeast right-of-way line of U.S. Highway #2, thence westerly, on said right-of-way line, 219.89 feet on the arc of a non-tangent curve, concave southerly, having a radius of 5,479.00 feet, a central angle of 02 degrees 17 minutes 59 seconds, and a long chord of which bears South 55 degrees 51 minutes 04 seconds East, 219.89 feet; thence South 54 degrees 42 minutes 04 seconds East, on said right-of-way line, 930.17 feet to the point of beginning.  
Said conservation easement contains 7.26 acres.

**ACCESS EASEMENT (TRACT 3)-EXHIBIT A**

Access to the conservation easement described in Exhibit A will be from the right-of-way of U.S. Highway #2.

USDAN/PCRS  
WRP Contract No.  
150D1L  
Ramsey Co., North Dakota



**Uitelig**  
Project Number: 150D1L  
Contract No.: 150D1L  
Date: 11/10/14

USDAN/PCRS EASEMENT  
SEC. 8 & 17-1159N-R68W  
WALLACE LUNDE  
RAMSEY COUNTY, ND  
V2

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

The right of way for purposes of accessing the Easement Area is described on Exhibit A.

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

Subsurface exploration activities and/or removal of minerals or oil and gas by the Grantors, or their successors, agents, or assigns within the boundaries of the Easement Area may only take place upon authorization by NRCS and only in accordance with a plan developed by the Grantors, NRCS and USFWS. The plan must contain provisions which minimize adverse impacts to the wetland functions and values and will be in compliance with all Federal, State and local laws and regulations governing disturbance of wetlands. Such authorization can only be provided, if, upon a determination of NRCS, in the exercise of its sole discretion and rights, that the proposed activity is not inconsistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. If authorization is granted, NRCS shall prescribe the amount, method, timing, intensity, and/or duration of the authorized activity.

## **EXHIBIT D: WATER USES AND WATER RIGHTS**

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

- A. Identify with specificity each water use<sup>1</sup> that the NRCS determines the Landowner may continue on, across, under, or in the vicinity of the easement area without harming the purposes of the easement.

The Landowner may continue existing water uses on, across, under, or in the vicinity of the easement area so long as those uses do not drain, deplete, or add pollutants or excessive water quantities to the easement area, or otherwise conflict with the terms of the Warranty Easement Deed or purposes of the wetland easement.

- B. For each water use described above, identify the water right<sup>2</sup>, or portion of a water right, that is associated with that use. These are the only water rights, or portions of water rights, that the Landowner reserves for continuing agricultural or other uses. All details of each reserved water right, or reserved portion of a water right, must be specified, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use, period of use, means of conveyance and purpose of use.

The Landowner has identified no water rights to be reserved that are associated with existing water uses on, across, under, or in the vicinity of the easement area.

- C. For each water right identified above, the Landowner retains the right to maintain, repair and reconstruct any existing water facilities associated with the right unless that activity would adversely impact the conservation values of the easement, as determined by NRCS in its sole judgment. The Landowner must obtain approval from the United States prior to commencing any substantial maintenance, repair, or reconstruction of existing facilities. "Substantial maintenance, repair, or reconstruction" means all activities that may adversely affect the

purposes of the easement and includes, but is not limited to, the lining of irrigation works and the piping of water.

- D. Any use other than stated above for water rights the Landowner reserves requires the consent of NRCS following its determination that the action will not be inconsistent with the purposes of the easement or the protection of the conservation values. This includes, but is not limited to, changing a water right to any new use (including municipal, industrial or commercial use); selling, leasing, transferring, or encumbering the water right; and changing the point of diversion or type or place use.
- E. The Landowner reserves no other water rights or uses of water on, across, or under the easement area.

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

- A. Describe with specificity water uses that the NRCS determines are necessary to accomplish the purposes of the easement.

Water currently present on the easement area is necessary for the purposes of the easement.

- B. For each water use described in II.A. above, identify any associated existing water right or portion of a water right. These water rights are encumbered by the Warranty Easement Deed<sup>1</sup> for easement purposes, together with any associated rights-of-way, water conveyance and diversion structures, and water use equipment. Specify below details of each encumbered water right, or portion of a water right, including the water right number, priority date or date of appropriation, date of permit or adjudication, source, flow, volume, point of diversion, place of use,

The Warranty Easement Deed encumbers any existing water rights that may exist and that are necessary or associated with maintaining current water levels on the easement area.



### **III. PROTECTION OF ENCUMBERED WATER RIGHTS**

(Warranty Easement Deed Part III.E.)

The Landowner shall protect the encumbered water uses and rights identified in II.A. and II.B. above by:

- A. Continuing to use the water for easement purposes so as to not abandon or forfeit any water rights by action or inaction.
- B. Providing NRCS with any reports provided by or to state water officials, of water diversions and evidence of use, such as records of dates of impoundment.
- C. Providing NRCS with all notices concerning water rights, including notices of abandonment or forfeiture, from state water officials.
- D. Allowing NRCS to enter property to continue use of the water right to prevent abandonment or forfeiture.
- E. Attempting to administratively prevent abandonment or forfeiture.
- F. Bearing responsibility to secure adequate water rights for maintenance of wetland functions and values as identified in the preliminary Wetland Restoration Plan of Operation (pWRPO).

<sup>1</sup> For purposes of this exhibit, the term “water use” means activities that control water or the use of water instream or in situ. The term includes, but is not limited to: diverting water from its natural source; conveying water in canals, ditches, laterals, flumes, or pipelines; storing water in reservoirs, impoundments, or ponds; pumping or otherwise controlling groundwater; developing springs; and intentionally leaving a quantity of water instream or in situ for a particular purpose.

<sup>2</sup> For purposes of this exhibit, the term “water right” means an instrument, filing, or document that is associated with a particular water use. The term “water right” may include, but is not limited to water permits, water shares or stock certificates, water reservations, water allotments, or water contracts.

<sup>3</sup> By its terms, the Warranty Easement Deed also encumbers any water right appurtenant to the easement area that, for whatever reason, is not identified in this Exhibit D.



**State of North Dakota )**  
**County of Ramsey )** **263357**

I hereby certify that the within instrument was filed for record in this office 8/28/2015 at 1:25 PM and is recorded as Document No. 263357

Katie Nadeau, Ramsey County Recorder

By Katie Nadeau

Fee: \$61.00

Returned To: ABSTRACT COMPANY

PO BOX 645  
DEVILS LAKE ND 58301