

Fee: \$ 20.00

303979

OFFICE OF COUNTY RECORDER County of Barnes, North Dakota
I hereby certify that the within instrument was filed in this office
on 12/30/2025 at 3:25 PM and was duly recorded.

By [Signature] County Recorder
Deputy

Form 3-1916
Revised July 2014

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

517X-1

THIS INDENTURE, by and between **The Larson Family General Partnership, a North Dakota Partnership of 19152 Lakewood Drive, Deerwood, MN 56444** hereafter referred to as "Grantors," and the UNITED STATES OF AMERICA, and its assigns hereafter referred to as "United States" or "Grantee," acting by and through the Secretary of the Interior or the Secretary's authorized representative ("Secretary"), hereafter, collectively, referred to as the "Parties."

WITNESSETH:

WHEREAS, the Migratory Bird Conservation Act, 16 U.S.C. § § 715-715s, the Migratory Bird Hunting and Conservation Stamp Act, 16 U.S.C. § § 718-718j, the Land and Water Conservation Fund Act, 16 U.S.C. § 460/-4 to 460/-11, the Fish and Wildlife Act of 1956, 16 U.S.C. § § 742a-742j, the Emergency Wetlands Resources Act of 1986, 16 U.S.C. § § 3901-3932, the North American Wetlands Conservation Act, 16 U.S.C. § § 4401-4412, and the Endangered Species Act, 16 U.S.C. § § 1531-1544, authorize the Secretary to acquire small wetland or pothole areas suitable for use as waterfowl production areas, and

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas,

[REDACTED] ing with the acceptance of this indenture by the Secretary which acceptance must be made within 12 months of the execution of this indenture by the Grantor, or any subsequent date as may be mutually agreed upon during the term of this option, a permanent easement in perpetuity, or right of use for the maintenance of the land described below as a waterfowl production area, including the right of ingress to and egress on, over, across and through any and all lands 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 covered by this conveyance are those wetland areas, including lakes, ponds, marshes, sloughs, swales, swamps, potholes, and other wholly or partially water-covered areas, now existing or subject to recurrence through natural or manmade causes, delineated on the map(s) attached hereto as Exhibit A and incorporated herein by this reference; provided, always, that the lands covered by this conveyance shall include any enlargements of said wetland areas resulting from normal or abnormal increased water. The lands described on Exhibit A, and the aforementioned right of ingress to and egress extends on, over, across and through any and all lands within the following described legal subdivision(s) in Barnes County, State of North Dakota, to-wit:

T. 140 N., R. 56 W., 5th P.M.

Section 23, NW1/4 lying North of the Burlington Northern Railroad right-of-way, formerly known as the Northern Pacific Railroad right-of-way, less any road rights-of-way of record

Subject, however, to all 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 Grantors, for themselves, their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining, causing or permitting the draining by construction of ditches, or by any means, direct or indirect, whether through the transfer of appurtenant water rights or otherwise, of any surface waters in or appurtenant to these wetland areas delineated on Exhibit A; by not filling, causing or permitting the filling in with earth or any other material or leveling, causing or permitting the leveling of any part or portion of said delineated wetland areas; and by not burning, causing or permitting the burning of any wetland vegetation on any part or portion of said delineated wetland areas. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the Grantors and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing at any time, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

Copies of the above-referenced map(s), being Exhibit A, are on file in the Office of the Regional Director, U.S. Fish and Wildlife Service.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary, although this indenture is acknowledged by the Grantors to be presently binding upon the Grantors 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 AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by the Grantors.

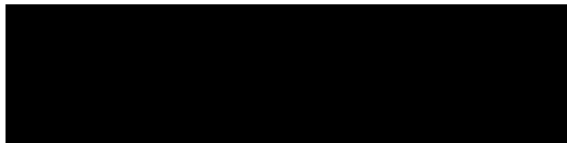
The United States and its authorized representatives shall have the right to construct, reconstruct, and maintain all wetland restoration structures shown on Exhibit A.

2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to **Douglas Larson of 19152 Lakewood Drive, Deerwood, MN 56444** all be effective upon the date of mailing, and such notice shall be binding upon all Grantors without sending a separate notice to each.
3. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.
4. Payment of the consideration will be made by a United States Treasury check or a check from a private conservation organization or by electronic funds transfer, after acceptance of this indenture by the Secretary 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.

4a. 

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 8th day of May, 2025.

The Larson Family General Partnership

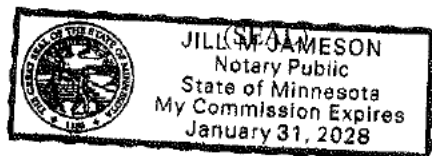


Print Title: Managing General Partner
Title: Managing General Partner

ACKNOWLEDGMENT FOR PARTNERSHIP

STATE OF MINNESOTA)
COUNTY OF ATKIN) §§

On this 8th day of MAY in the year 20 25 before me personally appeared Douglas Larson, to me personally known to be a Managing General Partner of The Larson Family General Partnership, a North Dakota Partnership, and who by me duly sworn, did say that he is a Managing General Partner of The Larson Family General Partnership, a North Dakota Partnership, and that said instrument was signed in behalf of The Larson Family General Partnership, a North Dakota Partnership and said Douglas Larson, acknowledged said instrument to be the free act and deed of The Larson Family General Partnership, a North Dakota Partnership.



Notary Public: Jill M. Jameson
My commission expires: 1-31-28

ACCEPTANCE

The Secretary of the Interior, acting by and through the Secretary's authorized representative, has executed this agreement on behalf of the United States this _____ day of _____, 20____.
DEC 09 2025

THE UNITED STATES OF AMERICA

By: [Signature]

Title: Chief, Division of Realty
U.S. Fish and Wildlife Service

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

Larson Family Partnership

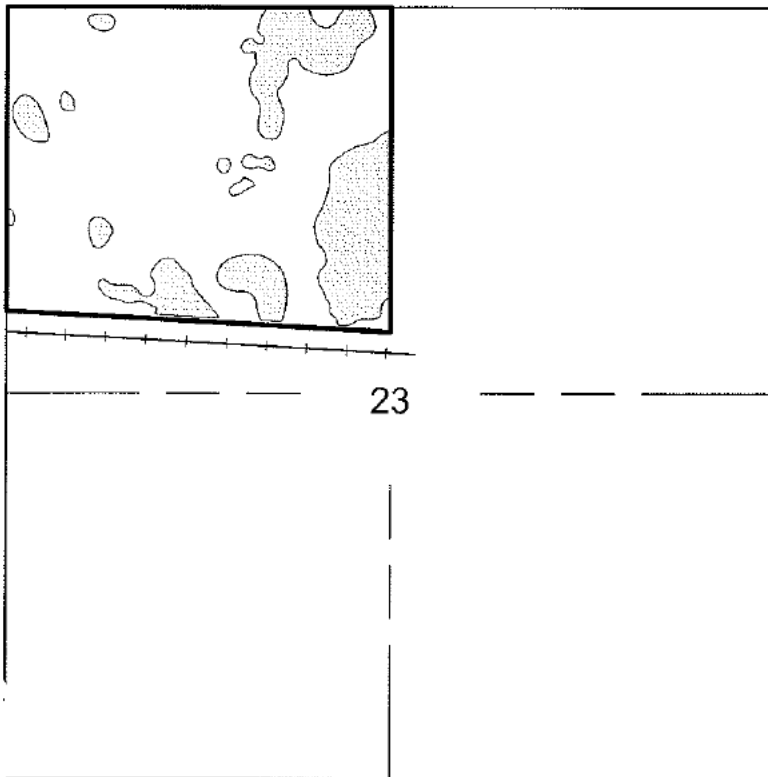
TRACT: 517X-1

Map: 1 of 1

WATERFOWL PRODUCTION AREA Barnes County, State of North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING AND CONSERVATION STAMP ACT
OF MARCH 16, 1934, AS AMENDED.

T. 140 N., R. 56 W., 5th Principal Meridian

Section 23, NW1/4 lying North of the Burlington Northern Railroad right-of-way, formerly known as the Northern Pacific Railroad right-of-way, less any road rights-of-way of record



Scale: 4" = 1 mile



This map delineates wetlands referred to in the easement conveyance dated May 8, 2025, which the parties of the first part agree to maintain as a waterfowl production area. The lands covered by this conveyance include any enlargement of the delineated wetland areas resulting from normal or abnormal increased water.

The Larson Family General Partnership

By: [Redacted Signature]

Print Title: Managing General Partner
Title: Managing General Partner

I, Brooke Stephens, a Registered Professional Land Surveyor in the State of North Dakota, hereby certify that the easement legal land descriptions, as included in this document and depicted by the tract lines drawn on the exhibit map, are correct to the best of my knowledge and belief.

Legend:

- Boundary of Easement Description Wetlands Covered by Provisions of the Easement
 Wetland Restoration Structure

Date Prepared: 3/12/2025

Return To: BARNES TITLE
117 3RD ST NW
VALLEY CITY ND 58072

303979
4 of 4

The Larson Family General Partnership

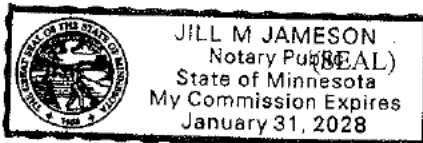
By: [REDACTED]

Print Title: Managing General Partner
Title: Managing General Partner

ACKNOWLEDGMENT FOR PARTNERSHIP

STATE OF MINNESOTA
COUNTY OF ATKIN) §§

On this 3rd day of July in the year 20 25 before me personally appeared **Douglas Larson**, to me personally known to be a **Managing General Partner of The Larson Family General Partnership, a North Dakota Partnership**, and who by me duly sworn, did say that he is a **Managing General Partner of The Larson Family General Partnership, a North Dakota Partnership**, and that said instrument was signed in behalf of **The Larson Family General Partnership, a North Dakota Partnership** and said **Douglas Larson**, acknowledged said instrument to be the free act and deed of **The Larson Family General Partnership, a North Dakota Partnership**.



Notary Public: Jill M Jameson
My commission expires: 1-31-28