

**LIMITED EASEMENT**  
**NORTH DAKOTA GAME AND FISH DEPARTMENT**

This CoverLocks for Conservation Easement ("Easement"), is made this 13th day of November, 2002, between JoAnn Becker and Leonard W. Becker, wife and husband whose address is 904 N. 4th St., Bismarck, ND 58501 ("Grantors"), and the State of North Dakota, through the North Dakota Game and Fish Department, 100 North Bismarck Expressway, Bismarck, ND 58501-5095 ("State").

WHEREAS, N.D.C.C. §§ 20.1-02-05 and 20.1-02-27 and chapter 47-05 authorize the State to acquire conservation easements on eligible lands to establish conservation practices to enhance fish and wildlife habitat, encourage public access to private land for walk-in hunting, protect soil, and improve water quality; and  
WHEREAS, Grantors own eligible land and desire to convey an easement to the State for these purposes.

NOW, THEREFORE, Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, convey, and warrant to the State, its successors and assigns, an easement in accordance with the terms and conditions set forth herein for a term of 30 years on the following land in the County of Oliver, State of North Dakota, identified as follows, and more particularly described in **Exhibit A** attached hereto:

**SE1/4 of Sec. 22, T142N, R86W**

The Easement covers only that portion of the parcel delineated as "PUBLIC ACCESS EASEMENT" identified on Exhibit A. The Easement area consists of a total of 160 acres, of which 20 acres constitute the CoverLock delineated as "COVERLOCK". The Easement area is subject to all prior easements, roadways, and mineral rights of record.

FURTHER, the Grantors represent and warrant that they are the sole owners of the property in fee simple and have good and marketable title to be able to convey this easement.

FURTHER, the Grantors represent and warrant that there are no hazardous substances, pollutants, or contaminants in or on the Easement area, and that the Grantors, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants, or contaminants in or on the Easement area except for the necessary use of agricultural fertilizers and government-approved pesticides to control pests.

FURTHER, the Grantors, their heirs, successors and assigns warrant the right to access, and also an ingress and egress route to the Easement area from a public road to allow authorized agents of the State to enter upon the Easement area to inspect and enforce this Easement, and manage and maintain the CoverLock.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they shall:

1. Establish and maintain a 20-acre component habitat on the CoverLock in accordance with Conservation Reserve Program (CRP) guidelines. The CoverLock shall be composed of approximately a 5-acre shelterbelt (CP16A) and 15 acres of permanent wildlife habitat (CP4D). After the easement's 5<sup>th</sup> year, the State, at its sole option and expense, may break out up to 5 acres of herbaceous cover on the CoverLock to establish annual wildlife food plots (CP12). The State may contract for establishing the food plot with Grantors or a third party. The CoverLock must be established and maintained according to the Conservation Plan prepared for the land to which this easement applies and that is on file at the local Soil Conservation District (SCD). Conservation Plan maintenance includes any necessary replanting of vegetative cover. Any amendment to the Conservation Plan shall be mutually agreed to by the landowner, the SCD, and the State.
2. Allow, and not deny, public walk-in access from September 1 through April 1 annually on the entire Easement area for the duration of this Easement and will not charge or accept any fee, payment, or any form of remuneration from the public for hunting access or privileges to the Public Access Easement. This public walk-in access includes express permission to allow public hunting or pursuit of game in Grantors', or their tenant's, unharvested cereal grains or oilseeds.
3. Not produce agricultural crops on the CoverLock, except as provided in the Conservation Plan for wildlife management purposes, and shall not graze or otherwise allow livestock on the CoverLock. The Conservation Plan permits, after year 5 of this Easement, an annually established 5-acre food plot to be established in a broken-out area of the herbaceous cover. Except for the CoverLock, agricultural land uses established before execution of this Easement may continue on the remaining Easement area without violating this Easement.
4. Not damage, remove or harvest any trees on the CoverLock area, except as provided in the Conservation Plan for forest management and wildlife habitat improvement purposes.
5. Not place any materials, substances, or objects, nor erect or construct any type of structure, temporary or permanent, on the CoverLock area, except as provided in the Conservation Plan.
6. Control noxious weeds and pests on the CoverLock by complying with noxious weed control laws and emergency control of pests necessary to protect the public health.
7. Not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the CoverLock area as described in the Conservation Plan, without the prior written approval of the State.

- 8. Restore the CoverLock area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.
- 9. Notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
- 10. Pay when due all taxes and assessments, if any, which may be levied against the Easement area.
- 11. Protect and manage the Easement area in accordance with the conditions set forth in this Easement.

FURTHER, the State expressly recognizes the federal CRP 15-year contract # 196 dated October 31st, 2002 encumbering some or all of this Easement. To the extent that any inconsistencies exist between the CRP contract and this Easement, the latter is subordinated to the former and the provisions in the CRP contract control over this Easement for the duration of the CRP contract. After the expiration of the CRP contract or any renewal thereof, the provisions of this Easement prevail.

FURTHER, Grantors expressly acknowledge that mineral extraction is detrimental to this Easement's purposes. The Grantors warrant that if Grantors, before this easement was executed, conveyed an unexpired surface or subsurface mineral lease or someone other than the Grantor owns the mineral rights, and the lessee or owner thereof exercises the right to extract minerals from or below the easement area during the easement term, the State may terminate the easement. The Grantors further warrant that if the Grantors, their heirs, successors or assigns enter into a mineral lease or sell the mineral rights to the easement area after the easement is executed, and during the easement term the lessor or owner of the mineral rights exercised the right to extract minerals, the State may terminate the easement. If the State terminates this Easement pursuant to this paragraph, Grantors, their heirs, successors or assigns, will pay damages to the State as enumerated in the Agreement for Limited Easement. For purposes of this Easement, "minerals" means oil and gas, and coal, ores, gravel, sand, stone, clay, scoria, uranium, and other solid materials or substance of commercial value and which may be extracted in solid form from natural deposits on or in the earth.

FURTHER, the State may enforce this Easement as provided in N.D.C.C. § 47-05-10, and by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of enhancing wildlife habitat, providing public hunting opportunities, protecting soil, and improving water quality.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

**GRANTORS SIGNATURE(S) AND ACKNOWLEDGMENT**

JoAnn Becker  
JoAnn Becker

Leonard W. Becker  
Leonard W. Becker

STATE OF North Dakota  
COUNTY OF Burleigh

The foregoing instrument was acknowledged before me this  
13th day of November, 2002

(Notary Stamp or Seal) **JON M. ROALDSON**  
**Notary Public**  
**State of North Dakota**  
**My Commission Expires June 6, 2008**

by JoAnn Becker  
Notary Signature Jon M. Roaldson  
Commission expires on June 6th, 2008

STATE OF North Dakota  
COUNTY OF Burleigh

The foregoing instrument was acknowledged before me this  
13th day of November, 2002

(Notary Stamp or Seal) **JON M. ROALDSON**  
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**State of North Dakota**  
**My Commission Expires June 6, 2008**

by Leonard W. Becker  
Notary Signature Jon M. Roaldson  
Commission expires on June 6th, 2008

**OFFICE OF COUNTY RECORDER**  
**STATE OF NORTH DAKOTA**  
**COUNTY OF OLIVER**

Filed for record this 26 day  
of November A.D. 2002  
at 1:40 o'clock P. M.,  
and recorded as document No. 80510  
in book Y of Miss. page 531-540  
Kim Wilkens Burmeister-Bonemann  
County Recorder Deputy fee \$19.00

EXHIBIT  
A

NORTH DAKOTA GAME AND FISH  
DEPARTMENT

PUBLIC ACCESS AND COVERLOCKS EASEMENT AGREEMENT




AGREEMENT KR-2002-01 (Knife River) MAP 1 of 2  
COOPERATOR(S) JoAnn Becker

PUBLIC ACCESS AND COVERLOCK EASEMENT AGREEMENT FOR:

Oliver COUNTY, STATE OF North Dakota  
T. 142 N., R. 86 W., SECTION(S) 22 QUARTER SECTION(S) SE 1/4



Legend

-  Public access acres
-  Coverlock acres
-  Subdivision boundary

Scale: 4 Inches = 1 mile

Boundary description of the public access acres (160 acres), of which 20.0 acres constitutes the coverlock. The landowner acknowledges this map is a true and accurate representation of the public access and coverlock easement locations.

Leonard W. Becker  
JoAnn Becker  
Landowner Signature  
Leonard W. Becker  
JoAnn Becker  
Landowner (Print Name)

Joan Roaldson  
NDGFD Signature  
Coverlocks Coordinator  
NDGF (Title)

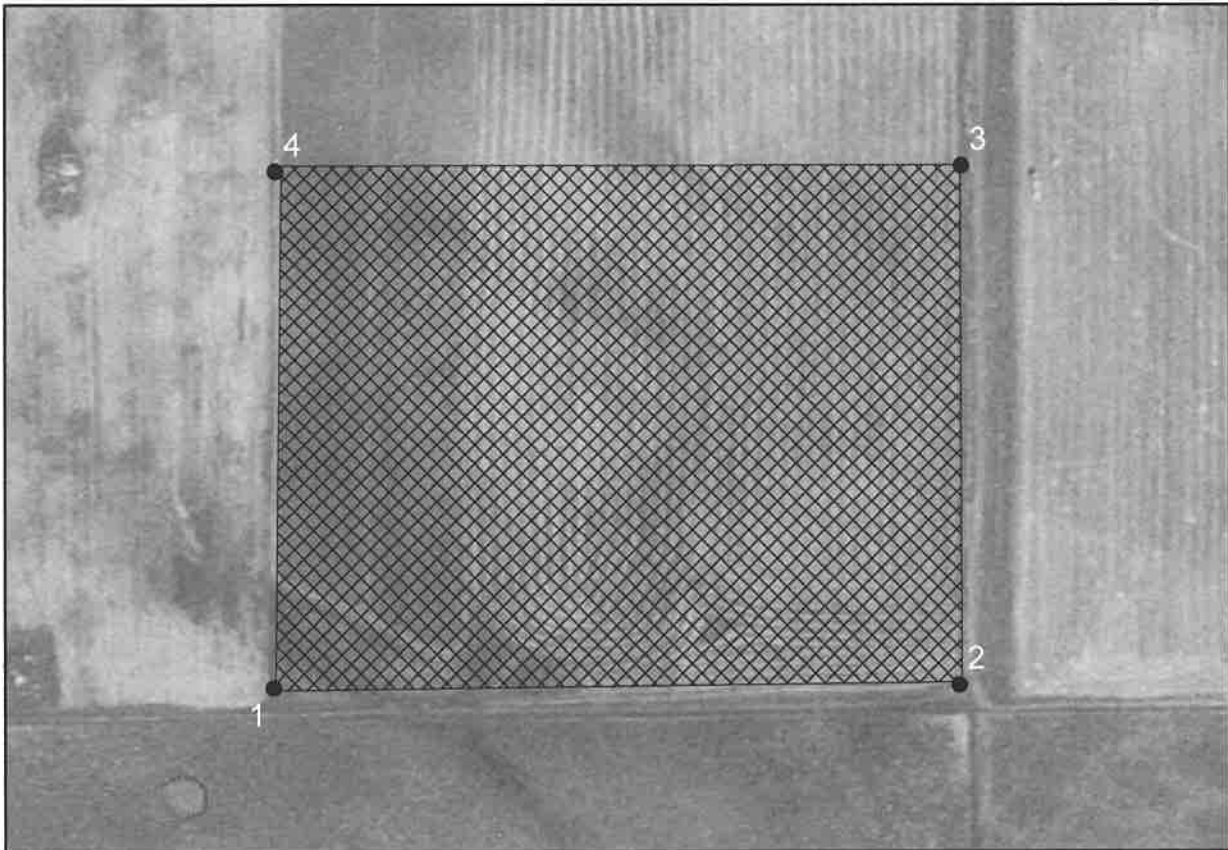
**EXHIBIT  
A**

**NORTH DAKOTA GAME AND FISH  
DEPARTMENT**




**PUBLIC ACCESS AND COVERLOCKS EASEMENT AGREEMENT  
AGREEMENT KR-2002-01 (Knife River) 2 MAP 2 of  
COOPERATOR(S) JoAnn Becker**

**PUBLIC ACCESS AND COVERLOCK EASEMENT AGREEMENT FOR:  
Oliver COUNTY, STATE OF North Dakota**

**LEGAL SUBDIVISION CONTAINING THE 20 ACRE COVERLOCK:  
T. 142 N., R. 86 W., Section (s) 22 Quarter Section (s) SW 1/4**



**Legend**

-  Public access acres
-  Coverlock acres
-  Subdivision boundary

This map displays the boundary of the 20 acre coverlock within the legal subdivision described above. Listed below are the GPS coordinates for the coverlock boundary.

SIGN_POST	LATITUDE	LONGITUDE
1	47.09707	-101.55686
2	47.09708	-101.55332
3	47.09974	-101.55331
4	47.09972	-101.55685

Coordinates for 20 Acre  
Coverlock Easement Boundary  
\*Please note: Coordinates  
are taken at sign post locations

*Leonard W. Becker*  
*JoAnn Becker*  
\_\_\_\_\_  
**Landowner Signature**  
*Leonard W. Becker*  
*JoAnn Becker*  
\_\_\_\_\_  
**Landowner (Print Name)**

*Jon Roaldson*  
\_\_\_\_\_  
**NDGFD Signature**  
*Coverlocks Coordinator*  
\_\_\_\_\_  
**NDGFD (Title)**