

Chairman Beltz and members of the Agriculture Committee

Senate Concurrent Resolution 4002 urges Congress to enact legislation allowing a landowner to terminate a perpetual easement owned by the US Fish and Wildlife Service in North Dakota.

I don't know how many of you have these easements on land that you own or rent so I have included an example of an easement on land that I own so that you can see the language of the easement. You will notice that my relatives received a one time payment of \$680 in 1970. Not a bad deal if you can pay \$680 and gain control of what can or cannot be done on that particular piece of property forever, no matter who owns the land in the future. It never goes away.

If the land happens to be dry, as sometimes happens, you are allowed to plant crops but that is a rare occurrence in these wetter years and normally it just grows weeds or grass. You are not allowed to ditch, drain, fill or level any part of the easement and also are not allowed to burn off the vegetation without authorization. The only thing you get to do is pay property taxes.

I have had a few experiences dealing with these easements on property I own. I got a call several years ago from US Fish and Wildlife informing me that I needed to remove a rock that got pushed on to an easement area. I informed them that there had been a rock pile there for as long as I could remember but they made me move it anyway. Another time, I didn't know that an easement existed on land that I inherited so I decided to cut a small ditch to drain two small sloughs downhill into a large slough. That turned into a big deal and I was required to fill the ditch back in. It is very frustrating that they can come on to your private property without permission or notice of any kind.

These easements also tend to de-value the land if you are selling. A dozen years ago, my wife and her siblings auctioned off some land. The land with large amounts of easements sold for about \$1500 per acre less than the parcels without easements.

As you can see, this Resolution will go to President Trump, our Congressional Delegation and most importantly to our former Governor who is our Secretary of Interior and as such, is in charge of US Fish and Wildlife. I personally gave him the information on this Resolution and he seemed quite supportive

DOCUMENT NUMBER 173223

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS ^{218X}

THIS INDENTURE, by and between Wayne Conley, a single man, Margaret Conley York, divorced, and Winnifred I. Conley, a widow, of Spiritwood, North Dakota

parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U.S.C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

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

NOW, THEREFORE, for and in consideration of the sum of (\$ 680.00)
Six Hundred and Eighty - - - - - Dollars, the parties of the first part do hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within SIX months of the execution of this indenture by the parties of the first part, 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 access thereto by authorized representatives of the United States:

Barnes County, North Dakota:

T. 140 N., R. 61 W., 5th P. M.

Section 17, S $\frac{1}{2}$, except commencing at a point 897 $\frac{1}{2}$ feet east of the southwest corner thereof; thence north 470 feet; thence east 554.5 feet; thence south 470 feet; thence west to the point of beginning, containing 9.42 acres, more or less.

Subject, however, to all existing rights-of-way for highways, roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, cable lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for 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 or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or recurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter recurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part 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.

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 of the Interior or his authorized representative, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to
Conley Bros.
at
Spiritwood, North Dakota 58481
and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.