

SEVERANCE OF HUNTING ACCESS FROM SURFACE ESTATE STUDY - BACKGROUND MEMORANDUM

Section 2 of House Bill No. 1146 (attached as [Appendix A](#)) provides that the Legislative Council shall consider studying, during the 2007-08 interim, issues related to the severance of hunting access from the surface estate. The Legislative Council assigned this study to the Natural Resources Committee.

Section 1 of House Bill No. 1146 prohibits severance of the right of access for hunting access. This section provides that the right of access to land to shoot, shoot at, pursue, take, attempt to take, or kill any game animals or game birds; search for or attempt to locate or flush any game animals and game birds; lure, call, or attempt to attract game animals or game birds; hide for the purpose of taking or attempting to take game animals or game birds; and walk, crawl, or advance toward wildlife while possessing implements or equipment useful in the taking of game animals or game birds may not be severed from the surface estate. This section provides that it does not apply to deeds, instruments, or interests in property recorded before the effective date of the Act. Section 3 provides that the Act is effective through July 31, 2009, and after that date is ineffective. The legislative history for House Bill No. 1146 reflects the concern of the Legislative Assembly with the severance of hunting rights.

SEVERANCE OF HUNTING RIGHTS

Generally, property may be viewed as a bundle of sticks with each stick in the bundle representing a separate property interest. If one owns all the sticks or interests in a piece of property and thus all of the interests in that piece of property, that person is said to own the property in fee simple absolute. The terms "fee simple" and "fee" are synonymous with fee simple absolute, the largest quantum of interest that a landowner can possess. There are two other kinds of fees simple--the fee simple determinable and the fee simple subject to a condition subsequent. These are defeasible fees or determinable fees and also referred to as base or qualified fees. Another type of property interest is the life estate. Life estates are generally measured or operative during a lifetime.

It is clear that the right of fishing and taking game or hunting is an interest in property or one of the sticks that comprises a property interest. This right may be severed from the remaining interests or sticks

comprising a property interest and is transferable. House Bill No. 1146 prohibits the severance of the right of access for hunting access from August 1, 2007, until July 31, 2009. The prohibition will expire unless extended by the Legislative Assembly.

Research has not revealed any other state that has enacted a similar provision prohibiting or restricting the severance of the right of access for hunting access.

COUNTY RECORDER SURVEY

In an attempt to determine the extent of the practice of severing the right of access for hunting access from the surface estate, the Legislative Council staff conducted a survey of the state's county recorders. Twenty-two of the 53 county recorders responded--Adams, Barnes, Burke, Burleigh, Cass, Dickey, Divide, Grant, Kidder, McHenry, McIntosh, McKenzie, McLean, Nelson, Oliver, Ramsey, Renville, Slope, Stark, Towner, Walsh, and Wells Counties. The county recorders of Adams, Barnes, Burke, Dickey, Divide, Grant, McIntosh, McKenzie, Oliver, Ramsey, Slope, Stark, Towner, Walsh, and Wells Counties reported that to the best of their knowledge they had not recorded any documents severing the right of access for hunting access. The remaining counties that responded reported that they had each recorded one or several but not a great number of documents. The county recorders of Cass, Kidder, Towner, Nelson, and Renville Counties were able to locate documents severing the right of access for hunting access from the surface estate by either conveying hunting rights or reserving hunting rights upon the conveyance of property. Copies of these documents are attached as [Appendix B](#).

POSSIBLE STUDY APPROACH

In conducting its study of the severance of hunting access from the surface estate, the committee could solicit testimony from a number of sources. These include the Real Property, Probate and Trust Law Section of the State Bar Association of North Dakota and the Game and Fish Department.

ATTACH:2

**Sixtieth Legislative Assembly of North Dakota
In Regular Session Commencing Wednesday, January 3, 2007**

HOUSE BILL NO. 1146
(Representatives Hanson, Kroeber, Pollert, Porter, Solberg)
(Senator Urlacher)

AN ACT to create and enact a new section to chapter 47-05 of the North Dakota Century Code, relating to severance of the right of access for hunting access from the surface estate; to provide for a legislative council study; and to provide an expiration date.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. A new section to chapter 47-05 of the North Dakota Century Code is created and enacted as follows:

Severance of the right of access for hunting access prohibited. The right of access to land to shoot, shoot at, pursue, take, attempt to take, or kill any game animals or game birds; search for or attempt to locate or flush any game animals and game birds; lure, call, or attempt to attract game animals or game birds; hide for the purpose of taking or attempting to take game animals or game birds; and walk, crawl, or advance toward wildlife while possessing implements or equipment useful in the taking of game animals or game birds may not be severed from the surface estate. This section does not apply to deeds, instruments, or interests in property recorded before the effective date of this Act.

SECTION 2. LEGISLATIVE COUNCIL - SEVERANCE OF HUNTING ACCESS FROM SURFACE ESTATE STUDY. The legislative council shall consider studying, during the 2007-08 interim, issues related to the severance of hunting access from the surface estate. The legislative council shall report its findings and recommendations, together with any legislation required to implement the recommendations, to the sixty-first legislative assembly.

SECTION 3. EXPIRATION DATE. This Act is effective through July 31, 2009, and after that date is ineffective.



AUG 14 2007

Recorder

Jewel Spies

August 13, 2007

Jeffrey N Nelson
ND Legislative Council
State Capitol 600 E Blvd
Bismarck ND 58505-0360

Recorded Instruments Severing Hunting Rights

Jeffrey

I could only find one document referencing hunting rights. Attached is a Quit Claim Deed retaining hunting rights.

Sincerely

A handwritten signature in cursive script that reads "Jewel".

Jewel A Spies
Cass County Recorder

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5620
Fax 701-241-5621

www.casscountygov.com



1182016
Page: 1 of 4
09/13/2006 08:00A

QUIT CLAIM DEED

THIS INDENTURE, made this 6 day of Sept., 2006, between LORRAINE M. KLOCKMANN, a single person, and EUGENE W. KLOCKMANN and SUSAN M. KLOCKMANN, husband and wife, GRANTORS, and CASS COUNTY JOINT WATER RESOURCE DISTRICT, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301.

GRANTORS have certain rights under that Warranty Deed dated October 8, 1997, and recorded in the office of the County Recorder in and for Cass County, North Dakota, on October 20, 1997, at 8:00 a.m., as Document No. 884585, with respect to certain real property in Cass County, North Dakota.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, GRANTORS do hereby QUIT CLAIM to GRANTEE all of the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

That part of the South Half (S½) of Section 10, in Township 137 North, Range 54 West, Cass County, North Dakota, described as follows: The East 1,400.00 feet of the South Half (S½) of said Section 10. Said tract containing 85.00 acres, more or less.

GRANTORS Lorraine M. Klockmann and Eugene W. Klockmann reserve all hunting rights to themselves with respect to the above-described real property, with all such hunting rights reserved to Lorraine M. Klockmann and Eugene W. Klockmann and members of their immediate family and persons who may accompany them, as well as invitees and lessees of Lorraine M. Klockmann and Eugene Klockmann and members of their immediate family. Provided, however, that any hunting and hunting rights shall not adversely interfere with or adversely affect the construction, operation, or maintenance of a dry dam and associated features on the Maple River, commonly known as the Sheyenne-Maple Flood Control District No. 3.



1182016
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09/13/2006 08:00A
09/13/2006 08:00A

The purpose of this Quit Claim Deed is to release, cancel, terminate, and extinguish all rights and reservations in favor of Lorraine M. Klockmann and Eugene W. Klockmann under that Warranty Deed dated October 8, 1997, and recorded in the office of the County Recorder in and for Cass County, North Dakota, on October 20, 1997, at 8:00 a.m., as Document No. 884585 with respect to the above-described real property, except hunting rights reserved under this Quit Claim Deed. All other rights and reservations in favor of Lorraine M. Klockmann and Eugene W. Klockmann under the above-described Warranty Deed are hereby released, cancelled, terminated, and extinguished, including all rights to oil, gas, hydrocarbon compounds, coal, uranium and all other minerals, together with the right of ingress and egress for the purpose of exploring for, mining, drilling and removing same and all rights incidental thereto; all rights to river access or use for purposes of irrigation or for watering cattle, and including all rights to ingress and egress over the above-described real property; all rights of first refusal to purchase the above-described real property, including the right to purchase the above-described real property at any time Cass County Joint Water Resource District, or any successor owner or record title holder, elects to sell any or all of it, and including any right to any notice of any pending sale.

WITNESS, the hand of GRANTORS:



Lorraine M. Klockmann
LORRAINE M. KLOCKMANN

Eugene W. Klockmann
EUGENE W. KLOCKMANN

Susan M. Klockmann
SUSAN M. KLOCKMANN

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA

13 September 2006

Taxes and Special Assessments paid
and transfer entered

Michael D. Whelan AUDITOR
DET DEPUTY



1182016
Page: 4 of 4
09/13/2006 08:00A

OHNSTAD TWICHELL

QCD 18.00

The legal description contained in this instrument was obtained from a previously recorded instrument.

This document was drafted by:

Sean M. Fredricks
ND ID #05869
OHNSTAD TWICHELL, P.C.
901 - 13th Avenue East
P.O. Box 458
West Fargo, ND 58078-0458
TEL (701) 282-3249

RECORDER'S OFFICE, CASS COUNTY, ND 09/13/2006 08:00AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEANNA KENBRUD, COUNTY RECORDER

by Teresa A. Herby, Dep 1182016





KIDDER COUNTY

STATE OF NORTH DAKOTA

BARBARA J. STEINKE

Kidder County Recorder

P.O. Box 66, Steele, North Dakota 58482-0066

(701) 475-2632 ext. 9224 • Fax (701) 475-2202

e-mail address: bsteinke@nd.gov

SEP 11 2007

September 10, 2007

North Dakota Legislative Council
Attn: Jeffrey N. Nelson
600 East Boulevard
Bismarck ND 58505-0360

Re: RECORDED INSTRUMENTS SEVERING HUNTING ACCESS

Dear Mr. Nelson:

Please find enclosed two deeds which include language concerning hunting rights. Since we had no reason to track this information, it was not included in our indexing. We think there have been more than two, but these are the ones that we could remember.

Sincerely,

Barbara J. Steinke
Kidder County Recorder

BJS/me

Encl.

WARRANTY DEED

THIS INDENTURE, made this 29th day of Nov, 2006, between Clois L. Hetletved, Jr., and Helen C. Hetletved, husband and wife, of 807 South 23rd Street, Grand Forks, North Dakota, 58201, Grantor, and Theo Johnson and Burdell Johnson, husband and wife, of 2862 12th St. S.E., Tuttle, North Dakota, 58488-9426 Grantees.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor hereby GRANTS to the Grantees, as joint tenants and not as tenants in common, all of the following real property lying and being in the County of Kidder and State of North Dakota, described as follows:

The North one-half (N $\frac{1}{2}$) of Section Twenty-six (26) of Township One Hundred Forty-four (144) North of Range Seventy-three (73) West - Stewart Township, County of Kidder, State of North Dakota.

The North one-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-six (26) of Township One Hundred Forty-four (144) North of Range Seventy-three (73) West - Stewart Township, County of Kidder, State of North Dakota.

EXCEPTING AND RESERVING, Grantor does hereby GRANT and RESERVE to Clois L. Hetletved, Jr., and Helen C. Hetletved, or the survivor of the two of them, or their heirs, Dustin Hetletved and Clois (Lee) Hetletved III, (hereinafter collectively referred to as "the Hetletveds"), for a term of twenty-five years from the date hereof:

A) Shared Appreciation Reservation. If the Grantee, or either of them, sells, gifts, devises or otherwise transfers all or any part of the property covered by this deed to anyone other than to Theo Johnson, Burdell Johnson, and/or their children, Michael H. Johnson, Keri D. Braun, and Stephanie V. Johnson, within twenty-five (25) years from the date of this deed, then, in such event, the Property will be appraised by a competent real estate appraiser having knowledge of similarly situated property, and the Grantors or the survivor thereof, or if they are both deceased then Dustin Hetletved and Clois (Lee) Hetletved III, shall be entitled to receive eighty percent (80%) of the appraised value or the sales price at such time (whichever is greater) in excess of \$250 per acre, but not to exceed the sum of \$200 per acre.

An affidavit signed by the Hetletved(s), entitled to the proceeds of the Shared Appreciation Reservation shall be required of record to reflect the satisfaction and termination of this Shared Appreciation Reservation.

B) Right of First Refusal. A right of first refusal to purchase subject to the shared appreciation reservation the real property, or waive the right to purchase the real property under the right of first refusal but accept the reserved share in the appreciation of the real property under the Shared Appreciation Reservation, upon the following terms:

Upon receiving a bonafide offer to purchase the Real Property from a prospective purchaser which shall not include Theo Johnson, Burdell Johnson, and/or their children, Michael H. Johnson, Keri D. Braun, and Stephanie V. Johnson, the Grantee shall immediately notify the Clois L. Hetletved, Jr., and/or Helen C. Hetletved if living, otherwise Dustin Hetletved and Clois (Lee) Hetletved III) by mailing a written notice to them. The Grantee's written notice shall contain (a) the name and address of the bonafide prospective purchaser; (b) the proposed purchase price to be paid by the bonafide prospective purchaser; and (c) all other terms of the proposed purchase offered by the bonafide prospective purchaser.

The Hetletveds shall have thirty (30) days after the receipt of the written notice to exercise the right of first refusal herein granted and elect to purchase the Real Property, subject to the Shared Appreciation Reservation. The Hetletveds shall exercise their rights hereunder by giving written notice of their intent to purchase the Real Property to the Grantee and the bonafide prospective purchaser. The Hetletveds' written notice shall contain (a) a statement that they are exercising their rights under this right of first refusal; (b) their offer to purchase the Real Property by matching the offer described in Grantee's written notice, subject to the Shared Appreciation Reservation; and (c) a date for closing the purchase of the Real Property which shall not be more than thirty (30) days after the date of the notice required under this paragraph. For purposes of this paragraph, "Matching" shall mean an offer that contains terms equivalent to the terms offered by the bonafide prospective purchaser as contained in Grantee's written notice, EXCEPT that the purchase price payable shall be adjusted to take into account the Shared Appreciation Reservation.

The Grantor shall consummate no sale of the Real Property until thirty (30) days after the Grantee's receipt of the Grantor's written notice. If the Hetletveds fails to exercise the right of first refusal to purchase the Real Property within this thirty (30) day period, this right of first refusal shall terminate, subject to the Shared Appreciation Reservation payment otherwise due hereunder; however, if following the Grantee's failure to exercise this right of first refusal, the proposed sale to a bonafide prospective purchaser is not consummated within ninety (90) days, the Hetletveds shall receive notice of any subsequent bonafide offer to purchase the Real Property in the same manner as previously set forth herein.

The Grantee shall be entitled to clear any potential title defects as the same shall relate to the exercise or non-exercise of this right of first refusal by recording an affidavit signed by an attorney representing the Grantee setting forth (a) the date written notice of the bonafide offer to purchase the Real Property was mailed to the Hetletveds; (b) the fact that more than thirty (30) days have elapsed since the last written notice was mailed to the Hetletveds, and the Hetletveds have failed to exercise their rights granted under this right of first refusal.

C) **Hunting rights.** For a period of 25 years from the date hereof, the Grantor Clois L. Hetletved, Jr., and his two sons, reserve the nonexclusive right to hunt and to take game upon the real property covered by this deed.

Acceptance of this deed and the incidents of ownership hereby transferred, by the Grantees or their successors in interest, shall act to grant or reserve to the Grantor, and his two sons, the right of ingress and egress over and across any land contiguous to the land covered by this deed, owned by the Grantees or their successors in interest, as may be practical for the enjoyment of the servitude reserved above.

Landowner Grantees, shall not be liable for accident or injury with respect to the enjoyment of the servitude provided for herein.

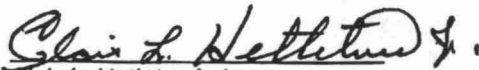
AND THE GRANTOR COVENANTS WITH THE GRANTEE AS FOLLOWS: (1) that he is now seized in fee simple of the property granted; (2) that the Grantees shall enjoy the same without any lawful disturbance; (3) that the same is free from all encumbrances, excepting (a) real estate taxes for the year 2006 and all subsequent years, (b) installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, (c) dedications and easements of record, if any, and (d) declarations and restrictions of record, if any; (4) that the Grantor and all persons acquiring any interest in the same through or for them on demand will execute and deliver to the Grantees, at the expense of the Grantees, any further assurance of the same that reasonably may be required; and (5) that the Grantor will warrant to the Grantees all the said property against every person lawfully claiming the same.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

GRANTOR:



Helen Hetletved

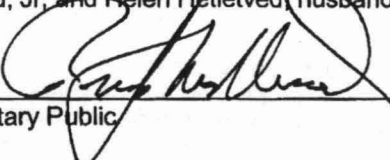


Clois L. Hetletved, Jr.

STATE OF NORTH DAKOTA)
)ss
COUNTY OF Grand Forks)

The foregoing instrument was acknowledged before me this 29th day of November, 2006, by Clois L. Hetletved, Jr. and Helen Hetletved, husband and wife.

(SEAL)
RUSS J. MELLAND
Notary Public, State of North Dakota
My Commission Expires October 22, 2009
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL



Notary Public

I certify that a Statement of Full Consideration has been filed with the State Board of Equalization.

Date: 12-13-06 

GRANTEE OR AGENT

The legal description was obtained from a previously recorded instrument.

Russ J. Melland
ND License No. 04896
Camrud, Maddock, Olson & Larson, Ltd.
P. O. Box 5849
Grand Forks, ND 58206-5849
(701) 775-5595

AUDITOR'S OFFICE, KIDDER COUNTY, N.D.
Delinquent Taxes and Special Assessments, or
Installments of Special Assessments, paid and
Transfer entered 12/14 06

AUDITOR KIDDER CO., N.D.
By Michelle Keily Deputy



150561 Pg 4 of 4
KIDDER COUNTY, Recorded: 12/14/2006 at 10:30 AM
Return To: Burdell Johnson
2862 12th St. SE
Tuttle, ND 58488

150561 Fee: \$19.00
RECORDER'S OFFICE, KIDDER COUNTY, ND 12/14/2006 10:30 AM
I certify that this instrument was filed for record this date
ALICE GROVE BON, County Recorder
By Kari Engmingen Deputy

CONTRACT FOR DEED

THIS AGREEMENT, made this 22nd day of January, 2007, by and between Frank W. Puklich, a single person, of P.O. Box 423, Steele, ND 58482, hereinafter referred to as Seller and Michael Binder, of 226 1st St NW, Tappen, ND 58487, hereinafter referred to as buyer;

WITNESSETH:

1. That seller, in consideration of the covenants and agreements of said buyer hereinafter contained, hereby sells and agrees to convey to said buyer and his heirs, successors and assigns, by Warranty Deed, conveying good and marketable title to the property hereinafter described, free of all encumbrances (except special assessments and taxes hereinafter mentioned) upon the prompt and full performance by the buyer of all parts of this agreement, real property described as follows being in the County of Kidder, State of North Dakota, described as follows to wit:

NE1/4 of Section 36, Twp 138 N, Rng 74 W, Kidder County North Dakota. Seller reserves no minerals, oil, gas, iron, gravel, uranium, clay, coal or sand.

A. Seller retains sole hunting rights for 7 (seven) years from the date hereof. Thereafter, seller shall have the right to purchase additional hunting rights, until December 31, 2016, by matching any other bona fide offer.

B. Seller shall also have the right to purchase this property back, if sold within 10 years of the date hereof, by matching any other bona fide offer within 45 days of the receipt of notice of such bona fide offer. If he fails to match such offer within said 45 days, then the property may be sold to such bona fide offeror. This right expires completely on the date which is 10 years from the date hereof.

C. Buyer shall receive all government program payments commencing with January 1, 2007 and thereafter.

2. Seller shall provide an up to date abstract of title to the premises for examination by buyer or his attorney. If after examination, seller's title is not insurable or free of defects and cannot be made so within 30 days after having received notice of such defects, then all payments made, including both interest and principal, shall be refunded to buyer. However, buyer may waive defects and elect to purchase. After such examination, the abstract of title shall be returned to the seller until final payment on this contract, at which time, the seller shall deliver the same to the buyer.

3. Buyer in the consideration of the premises, hereby purchases from the seller the above-described property and hereby promises and agrees to pay the seller or his successors or assigns, as and for the purchase price of said property the sum of \$72,000 (Seventy-two Thousand Dollars and 00/100), as follows:

a) A down payment in the amount of \$15,000.00 (Fifteen Thousand Dollars) upon the execution hereof, which is acknowledged by seller.

1

150733 Pg 1 of 4
KIDDER COUNTY, Recorded: 03/06/2007 at 11:30 AM
Return To: MICHAEL BINDER
226 1ST ST. NW
TAPPEN, ND 58487

b) Interest shall accrue on the remaining balance of \$57,000, (Fifty-seven Thousand Dollars), at the rate of 5% (Five percent) per annum commencing on the date of execution hereof. The balance due including both principal and interest is to be paid as follows:

1/30/08	\$ 6500.00 principal, plus interest on the unpaid balance, to that date.
1/30/09	The entire remaining principal balance, plus interest on the unpaid balance, to that date, at which time this Contract for Deed shall be paid in full.

4. Seller shall pay all taxes and special assessments for 2006 and prior years. Buyer promises and covenants to pay all the taxes and special assessments which may be levied and/or assessed against said property thereafter.

5. Improvements: Any buildings and improvements now on said land, or which are hereafter erected, placed or made thereon, shall not be removed therefrom, but shall be and remain the property of the seller until this contract shall be fully performed by buyer.

6. Personal Property: In addition to the real property and structures located thereon, the following personal property is also included as part of the property sold hereunder:

a) None

7. Assignment: Buyer may not assign or transfer any interest under this contract without first having obtained the written consent of seller which consent shall not be unreasonably withheld.

8. Accelerated payments: Buyer shall have the right of prepayment at any time of all amounts due under this contract, without penalty.

9. Possession: Buyer shall have the right to possession of the premises upon the execution hereof.

10. Default: Should the buyer fail to pay any item to be paid by buyer under the terms hereof, the same may be paid by seller and shall be forthwith payable, with interest thereon, as an additional amount due seller under this contract. Should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by buyer paid, or should buyer fail to pay taxes or assessments upon said land, premiums upon said insurance, or to perform any of the covenants, agreements, terms and conditions contained herein, to be by buyer kept or performed, the seller may at any time cancel this contract by action or by notice or by any other remedy allowed by law or equity. The parties specifically agree that time is of the essence herein and in the event that seller commences an action for default, that the court shall not allow a redemption period in excess of 90 days from and after the date of entry of judgment. In the event that seller is required to commence an action to enforce any of the terms or provisions hereof or to cancel this contract, buyer specifically agrees to pay or reimburse seller for all costs including reasonable attorney's fees. Neither the extension of time of payment of any sum or sums of money to be paid hereunder nor any waiver by seller of seller's rights to declare this contract canceled by reason of any breach hereof shall in any manner affect the right of seller to cancel this contract because of default subsequently maturing and no extension of time shall be valid unless in writing signed by seller. The parties also specifically agree that the computation or calculation of

actual damages in the event of default would be extremely difficult or impracticable to fix and therefore they specifically agree that any sums paid hereunder by buyer to seller in the event of default shall belong to seller as liquidated damages for breach of this contract by buyer and upon the cancellation of this contract all rights, title and interest acquired by the buyer shall be terminated and forfeited.

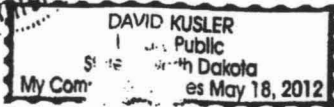
11. Binding Effect: It is mutually agreed by and between the parties hereto that all of the covenants and agreements herein contained shall extend, run with the land, and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

Seller:

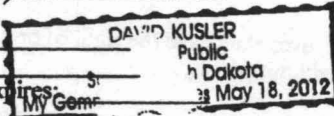
Frank W. Puklich
Frank W. Puklich

Subscribed and sworn to before me this 22nd day of January, 2007, by Frank W. Puklich, a single person.



David Kusler

Notary Public
State of ND
County of _____
My Commission Expires: _____



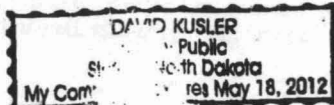
Buyer:
Michael Binder
Michael Binder

Subscribed and sworn to before me this 22 day of January, 2007, by Michael Binder.



David Kusler

Notary Public
State of ND
County of _____
My Commission Expires: _____



3

I certify that the full consideration paid for the property described in this deed
() is \$ 72,000.00.
() has been reported to the North Dakota State Board of Equalization.
() has been reported to the Kidder County Recorder.
() is exempted from filing requirements by NDCC 11-18-02.2(6) ().
Grantee or Agent: Michelle Kinty Date: 3-6-07

AUDITOR'S OFFICE, KIDDER COUNTY, N.D.
Delinquent Taxes and Special Assessments, or
Installments of Special Assessments, paid and
Transfer entered 3/6 07

AUDITOR KIDDER CO., N.D.
By Michelle Kinty Deputy

150733 Pg 4 of 4
KIDDER COUNTY, Recorded: 03/06/2007 at 11:30 AM
Return To: MICHAEL BINDER
226 1ST ST. NW
TAPPEN, ND 58487

150733 Fee: \$19.00
RECORDER'S OFFICE, KIDDER COUNTY, ND 03/06/2007 11:30 AM
I certify that this instrument was filed for record this date
BARBARA J. STEINKE, County Recorder
By Kari Enzinger, Deputy





AUG 20 2007

North Dakota Legislative Council

STATE CAPITOL, 600 EAST BOULEVARD, BISMARCK, ND 58505-0360 (701) 328-2916 TTY: 1-800-366-6888

AL CARLSON
State Representative
Chairman

JOHN D. OLSRUD
Director

JAY E. BURINGRUD
Assistant Director

JIM W. SMITH
Legislative Budget
Analyst & Auditor

JOHN WALSTAD
Code Revisor

August 6, 2007

Pam Kuk
McHenry County Recorder
P.O. Box 149
Towner, ND 58788-0149

RECORDED INSTRUMENTS SEVERING HUNTING ACCESS

Section 1 of 2007 House Bill No. 1146 prohibits the severance of the right of access for hunting access. This section provides that the "right of access to land to shoot, shoot at, pursue, take, attempt to take, or kill any game animals or game birds; search for or attempt to locate or flush any game animals and game birds; lure, call, or attempt to attract game animals or game birds; hide for the purpose of taking or attempting to take game animals or game birds; and walk, crawl, or advance toward wildlife while possessing implements or equipment useful in the taking of game animals or game birds may not be severed from the surface estate." This section provides further that it does not apply to deeds, instruments, or interests in property recorded before the effective date of the Act.

Section 2 of House Bill No. 1146 directs the Legislative Council to study issues related to the severance of hunting access from the surface estate. In conducting this study, the committee is attempting to identify the scope of this practice and would like to know if your office has recorded any instruments severing the right of access for hunting access from the surface estate by either conveying hunting rights or reserving hunting rights upon the conveyance of property. Also, if you could provide a copy of the instrument it would be beneficial to the study.

Please do not hesitate to contact me if you have any questions concerning this inquiry.

Sincerely,

Jeffrey N. Nelson (al)

JEFFREY N NELSON - COUNSEL

JNN/AL

Attached are copies of the only ones I remember recording. There may be more in the older records, but I'm not aware of them.

Pam Kuk, County Recorder

QUIT CLAIM DEED TO AN INDIVIDUAL

THIS INDENTURE, made this 10th day of ~~March~~ ^{April}, 1997, between Arden Tag-
estad, a divorced unmarried man, as grantor, whether one or more and Alton Elliott,
grantee, whose post office address is 15940 SW Colony St., Tigard, Oregon 97224.

WITNESSETH, for and in consideration of the sum of One and other good
and valuable consideration (\$1.00) Dollars, grantor does hereby **QUIT CLAIM** to the
grantee, all of the following property lying and being in the County of McHenry and State of
North Dakota, and described as follows:

All of the grantors right, title and interest in and to hunting rights that the gran-
tor received from the Estate of Olaf Tagestad in that certain deed dated October 24,
1983 which was recorded in Book 232 of Deeds at Page 284 in and to the following:

Township 157 North, Range 75 West.
Section 9: NW1/4, N1/2SW1/4
Section 30: E1/2NW1/4

*It is the specific intent of this deed to transfer to the grantee all of the grantor's hunting
rights in and to the above land and only the hunting rights.*

WITNESS, The hand of the grantor:

Arden Tagestad
Arden Tagestad

STATE OF NORTH DAKOTA

COUNTY OF McHenry

On this 10th day of *April*, 1997 before me, personally appeared

Arden Tagestad, known to me to be the persons who are described in and who executed the
within and foregoing instrument and acknowledged that he executed the same.

My Commission Expires: _____

Gloria J. Best

(Notary Public)

County, MN



STATE OF NORTH DAKOTA
COUNTY OF MCHENRY

GLORIA J. BEST
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires Dec. 27, 1997

I hereby certify that the within Deed was filed in this office for record on the 10th
day of April, 19 97, at 4:00 o'clock .M., and was duly recorded as Document No
in Book 270 of Deeds, Page 33

282701

Jane Hobben

Register of Deeds

BY _____, Deputy.

Delinquent taxes and special assessments or installments of special assessments paid
and transfer entered this _____ day of _____, 19 _____

County Auditor

BY _____, Deputy.

- DOC. NO. _____
- COPIED _____
- GRANTOR _____
- GRANTEE _____
- COMPARED _____
- TRACT _____
- MARGINED _____

I certify that the requirement for a report or
statement of full consideration paid does not
apply because this deed is for one of the
transactions exempted by subdivision
of subsection 6 of section 4 of Senate Bill 2323 (1981)

Signed: *[Signature]*
Date: *4-10-97*
Grantee or Agent

\$10.

QUIT CLAIM DEED TO AN INDIVIDUAL

THIS INDENTURE, made this 18th day of February, 1997, between Alton Elliott an unmarried widower, as grantor, whether one or more and Doris Genosky, grantee, whose post office address is 7043 Hickory Dr.; Fridley, Mn. 55432.

WITNESSETH, for and in consideration of the sum of One and other good and valuable consideration (\$1.00) Dollars, grantor does hereby **QUIT CLAIM** to the grantee, all of the following property lying and being in the County of McHenry and State of North Dakota, and described as follows:

All of the grantors right, title and interest in and to hunting rights that the grantor received from the Estate of Olaf Tagestad in that certain deed dated October 24, 1983 which was recorded in Book 232 of Deeds at Page 284 in and to the following:

- Township 157 North, Range 75 West.
- Section 2: Lot 4
- Section 3: SE1/4NE1/4, SW1/4
- Section 8: SE1/4SE1/4
- Section 17: NE1/4

It is the specific intent of this deed to transfer to the grantee all of the grantor's hunting rights in and to the above land and only the hunting rights.

WITNESS, The hand of the grantor:


Alton Elliott

STATE OF OREGON

COUNTY OF WASHINGTON

On this 18 day of February 1997 before me, personally appeared

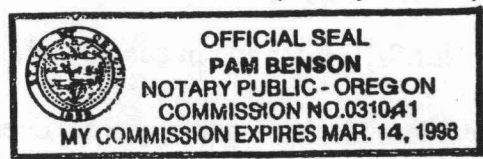
Alton Elliott, an unmarried widower, known to me to be the person who is described in and

who executed the within and foregoing instrument and acknowledged that he executed the same.

My Commission Expires: 3-18-98

Pam Benson
(Notary Public)

STATE OF NORTH DAKOTA
COUNTY OF MCHENRY



I hereby certify that the within Deed was filed in this office for record on the 10th day of April, 1997, at 4:00 o'clock P.M., and was duly recorded as Document No. **282700** in Book 270 of Deeds, Page 31

Jane Johnson
Register of Deeds

BY _____, Deputy.

Delinquent taxes and special assessments or installments of special assessments paid and transfer entered this _____ day of _____, 19

County Auditor

BY _____, Deputy.
DOC. NO. _____
COPIED _____
GRANTOR _____
GRANTEE _____
COMPARED _____
TRACT _____
MARGINED _____

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision _____ of subsection 6 of section 4 of Senate Bill 2323 (1981)

Signed: [Signature]
Date: 4-10-97 [Signature] [Signature]
Grantee or Agent

\$10.

WARRANTY DEED
(Individual to Individual)

THIS INDENTURE, Made this 7th day of March, 2003, between VERLAN TAGESTAD, a single person, Grantor, and WADE DOKKEN, Grantee, whose post office address is 60 Singing Oaks, Weston, CT 06883-1143.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Grantor hereby grants to Grantee, all of the following property in the County of McHenry, State of North Dakota, described as follows, to-wit:

Township 157 North, Range 75 West
Section 18: Sublot 272 of Outlot 257 of NE1/4 and NE1/4NW1/4

Excepting and reserving unto Grantor herein, a life estate interest in and to the above described property including the right to receive all income therefrom for the term of his natural lifetime.

Grantor retains the right to hunt deer on the above described premises for the remainder of his lifetime. This right to hunt deer is exclusive to Grantor only, is non-assignable, and does not run with the land.

The Grantor, for himself, his heirs and personal representatives, covenants with the Grantee that he is well seized in fee of the premises and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all liens and encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and subject to all covenants, restrictions, reservations, and easements appearing of record and to any state of facts an accurate survey would show. Grantor will warrant and defend the above granted lands and premises in the quiet and peaceable possession of said Grantee against all persons lawfully claiming or to claim the whole or any part thereof.

WITNESS the hand of the Grantor:

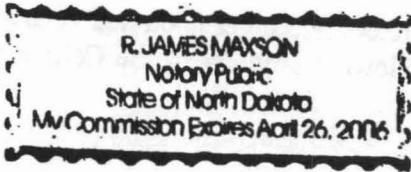
I certify that a report of the full consideration paid for the property described in this deed has been filed with the North Dakota State Board of Equalization.

Sign: [Signature] Date: 3/7/03
County or Agent

[Signature]
VERLAN TAGESTAD

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MCHENRY)

On this 7th day of March, 2003, before me personally appeared VERLAN TAGESTAD, known to me to be the person who is described in and who executed the within and foregoing instrument and severally acknowledged that he executed the same.



R James Maxson

Notary Public
State of North Dakota
My commission expires: 4-26-2006

292583

STATE OF NORTH DAKOTA
COUNTY OF MCHENRY
COUNTY RECORDER'S OFFICE

I hereby certify that the within instrument was filed in this office for record on the 7th day of March A.D. 2003 at 2:30 O'clock P. M and was duly recorded in Book 285 of Deeds at Page 738 and Document # 292583 Pam Kuk *Pam Kuk* Deputy County Recorder, McHenry Co., ND Pd. \$13.00

Taxes and Special Assessments Paid and Transfer Entered
this 7 day of March 2003
Pam Kuk
McHenry County Auditor
By *Pam Kuk*
Deputy, McHenry County Auditor

Nelson, Jeffrey N.

From: -Info-Legislative Council [lcouncil@nd.gov] on behalf of Legislative Council [lcouncil@nd.gov]
Sent: Thursday, August 09, 2007 12:03 PM
To: Nelson, Jeffrey N.
Subject: Recorded Instruments Severing Hunting Access
Attachments: AR-M355N_20070808_152833.tif

----- Forwarded by -Info-Legislative Council/NDLC/NoDak on 08/09/2007 12:02 PM -----

"Ruth Stevens" <rstevens@nd.gov>

To: <lcouncil@nd.gov>

08/08/2007 04:40 PM

cc:

Subject: Recorded Instruments Severing Hunting Access

Please respond to rstevens

Attention: Jeffrey N. Nelson

We came up with 1 instrument reserving hunting access in Nelson County, and I am sending you a copy of that Warranty Deed with this e-mail.

If you have any questions regarding this, please feel free to contact my office.

Ruth Stevens
Nelson County Recorder
210 B Ave W Ste 203
Lakota ND 58344
(701) 247-2433
rstevens@nd.gov

8/14/2007

WARRANTY DEED
ND GUARANTY & TITLE CO. B53078

THIS INDENTURE, made this 25th day of May, 2007, between **Brian R. Walford**, a single person, grantor, whether one or more, and **Larry Walford and Sherrie R. Landsem Walford**, grantee, whether one or more, whose post office address is 1100 Avenue A, Devils Lake, ND 58301.

WITNESSETH, for and in consideration of the sum of \$1.00 and other consideration, grantor does hereby GRANT to the grantee, as joint tenants and not as tenants in common, all of the following real property lying and being in the County of Nelson and State of North Dakota, and described as follows, to-wit:

Northwest Quarter (NW¼) of Section Twenty Six (26), Township One Hundred Fifty (150) North, Range Sixty-one (61) West of the Fifth Principal Meridian,

excepting and reserving unto grantor an easement which shall be personal to grantor and his immediate family for hunting access to the premises for the purpose of hunting. Such hunting easement shall be for a period of Fifteen (15) years from the date of the conveyance of the premises to grantee and shall be binding on grantee's heirs, successors and assigns. Grantor (and immediate family members) shall be allowed a period of eight consecutive days for deer hunting during the regular North Dakota deer gun season, with such days to be chosen by the grantor. All other hunting access shall be share equally by grantor (and immediate family members) and grantee. Any attempt to assign, convey, or transfer this easement shall be void.

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantees that he is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and except for easements and prior mineral reservations and mineral conveyances of record, and the above granted lands and premises in the quiet and peaceable possession of said grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said grantor will warrant and defend.

Brian Walford/Larry
Walford Nelson County Deed

1

139664 **Pg 1 of 3**
Nelson County Recorded: 6/5/2007 at 10:00 AM
Return To: ND GUARANTY AND TITLE COMPANY
400 E. BROADWAY, STE 102
BISMARCK, ND 58501

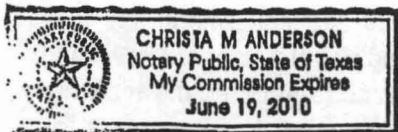
WITNESS, the hand of the grantor:

B. Walford
Brian R. Walford

STATE OF TEXAS)
)ss
COUNTY OF _____)

On this 23 day of May, 2007, before me, personally appeared **Brian R. Walford**, a single person, known to me to be the person who is described in, and who executed the within and foregoing instrument, and he severally acknowledged that he executed the same.

Christa M Anderson
Notary Public
Victoria County, Texas
My Commission Expires: 06-19-2010



Brian Walford/Larry
Walford Nelson County Deed

2

139664
Nelson County Recorder
Recorded: 6/5/2007

Pg 2 of 3
10:00 AM

I certify that (initial applicable statement):

_____ 1. The full consideration paid for the above described property was \$ _____, or

2. The grantee has filed a report of the full consideration paid for the property conveyed with the state board of equalization, or

_____ 3. The grantee has filed a report of the full consideration paid for the property conveyed with the recorder.

Signed: *James J. Coles* Dated: 5/25/07
Grantee or Agent

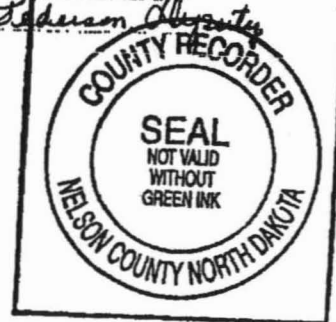
This instrument was prepared by:
James J. Coles, Attorney
400 East Broadway Avenue
P.O. Box 2162
Bismarck, ND 58502-2162
Phone: (701) 222-8131

The foregoing legal description was obtained from a previously recorded instrument.

05040720.201

NELSON COUNTY, NORTH DAKOTA
Taxes and Special Assessments paid and
transfer accepted June 5 2007
Sheila Wisk
COUNTY AUDITOR / DEPUTY

139664 \$16.00
Recorder's Office, Nelson County, ND 6/5/2007 10:00 AM
I certify that this instrument was filed for record this date.
RUTH STEVENS, County Recorder
By *Susan R. Pederson* Deputy



Brian Walford/Larry
Walford Nelson County Deed

3

139664
Nelson County Recorder
Recorded: 6/5/2007

Pg 3 of 3
10:00 AM



FILED

AUG 13 2007

AUG 07 2007

North Dakota Legislative Council

DISTRICT COURT
RENNVILLE COUNTY

STATE CAPITOL, 600 EAST BOULEVARD, BISMARCK, ND 58505-0360 (701) 328-2916 TTY: 1-800-366-6888

AL CARLSON
State Representative
Chairman

JOHN D. OLSRUD
Director

JAY E. BURINGRUD
Assistant Director

JIM W. SMITH
Legislative Budget
Analyst & Auditor

JOHN WALSTAD
Code Revisor

August 6, 2007

Jeri Bender
Renville County Recorder
P.O. Box 68
Mohall, ND 58761-0068

RECORDED INSTRUMENTS SEVERING HUNTING ACCESS

Section 1 of 2007 House Bill No. 1146 prohibits the severance of the right of access for hunting access. This section provides that the "right of access to land to shoot, shoot at, pursue, take, attempt to take, or kill any game animals or game birds; search for or attempt to locate or flush any game animals and game birds; lure, call, or attempt to attract game animals or game birds; hide for the purpose of taking or attempting to take game animals or game birds; and walk, crawl, or advance toward wildlife while possessing implements or equipment useful in the taking of game animals or game birds may not be severed from the surface estate." This section provides further that it does not apply to deeds, instruments, or interests in property recorded before the effective date of the Act.

Section 2 of House Bill No. 1146 directs the Legislative Council to study issues related to the severance of hunting access from the surface estate. In conducting this study, the committee is attempting to identify the scope of this practice and would like to know if your office has recorded any instruments severing the right of access for hunting access from the surface estate by either conveying hunting rights or reserving hunting rights upon the conveyance of property. Also, if you could provide a copy of the instrument it would be beneficial to the study.

Please do not hesitate to contact me if you have any questions concerning this inquiry.

Sincerely,

Jeffrey N. Nelson (AL)

JEFFREY N NELSON - COUNSEL

JNN/AL

*8-10-07
this is what I have received regarding this matter.*

*Jerene Bender
Recorder Renville County*

MEMORANDUM OF FARM LEASE

Please take notice that there exists a Farm Lease, dated November 16, 2006, entered into between Harold & Charlene Greek (Lessors) and Guy Solemsaas (Lessee) and with regard to the following real property:

NE1/4 of Section 2, Township 161N, Range 84W, Renville County, North Dakota.

The Farm Lease reserves all current pasture, hayland, and hunting rights in the Lessors.

The parties to the Farm Lease may be found at the following addresses:

Harold & Charlene Greek
309 2nd Avenue Southeast
Mohall, North Dakota 58761

Guy Solemsaas
4663 103rd Street Northwest
Sherwood, North Dakota 58782

Dated: July 31, 2007

Signed: James G. Wolff
James G. Wolff
Attorney for Lessors

STATE OF NORTH DAKOTA
COUNTY OF RENVILLE

On this 31st day of July, in the year 2007, before me personally appeared James G. Wolff, known to me (or proved to me on the oath of _____) to be the person who is described in, and who executed, this instrument, and acknowledged to me that he executed the same.

JERENE A. BENDER
NOTARY PUBLIC STATE OF NORTH DAKOTA
My Commission Expires September 4, 2007

Jerene A. Bender

ORIGINAL

Seal ✓	Traced ✓
Copied ✓	Receptioned ✓
Grantor ✓	Margined ✓
Grantee ✓	Scanned ✓
Compared ✓	



Fee \$13.00

184196

Jerene A. Bender, County Recorder By
 Return to: FARHART WOLFF PC
 P O BOX 8
 MOHALL ND 58761-0008

Deborah L. Lohoff
 Deputy County Recorder

MEMORANDUM OF FARM LEASE

Please take notice that there exists a Farm Lease, dated November 16, 2006, entered into between Harold & Charlene Greek (Lessors) and Guy Solemsaas (Lessee) and with regard to the following real property:

SW1/4 of Section 35, Township 162N, Range 84W, Renville County, North Dakota.

The Farm Lease reserves all current pasture, hayland, and hunting rights in the Lessors.

The parties to the Farm Lease may be found at the following addresses:

Harold & Charlene Greek
309 2nd Avenue Southeast
Mohall, North Dakota 58761

Guy Solemsaas
4663 103rd Street Northwest
Sherwood, North Dakota 58782

Dated: July 31, 07

Signed: James G. Wolff
James G. Wolff
Attorney for Lessors

STATE OF NORTH DAKOTA
COUNTY OF RENVILLE

On this 31st day of July, in the year 2007, before me personally appeared James G. Wolff, known to me (or proved to me on the oath of _____) to be the person who is described in, and who executed, this instrument, and acknowledged to me that he executed the same.

JERENE A. BENDER
NOTARY PUBLIC STATE OF NORTH DAKOTA
My Commission Expires September 4, 2007

Jerene A. Bender

ORIGINAL

Seal ✓	Traced ✓
Copied ✓	Receptioned ✓
Grantor ✓	Margined ✓
Grantee ✓	Scanned ✓
Compared ✓	



Fee \$13.00

184197

Jerene A. Bender, County Recorder
 Return to: FARHART WOLFF PC
 P O BOX 8
 MOHALL ND 58761-0008

By *Deborah L. Lecoap*
 Deputy County Recorder

