

FARMLAND FOR SALE

PETERSBURG TOWNSHIP, NELSON COUNTY, NORTH DAKOTA

The Estate of Leonard Allen Tennison offers for sale the following-described property located in Petersburg Township, Nelson County, North Dakota:

The Southwest Quarter (SW1/4) of Section Two (2), Township One Hundred Fifty-Two (152), Range Fifty-Eight (58) (containing 122.31 tillable acres, more or less)

Bid Procedure: Bidding will be held online at stevenekmanlaw.com on **December 18, 2024**. **Bidding will be open from 12:00 p.m. to 4:00 p.m. Bids should be in the total amount and not per acre.** The right is reserved to waive irregularities and to reject any or all bids.

Terms: 10% of the purchase price will be due upon acceptance of a bid, and the balance due thirty (30) days later.

For further information, contact:

Steven C. Ekman
Attorney at Law
910 Hill Ave, PO Box 70
Grafton ND 58237
(701) 352-0916 (Telephone)
(701) 352-1855 (Fax)



LEGAL DESCRIPTION

SW1/4 2-152-58

2023 REAL ESTATE TAXES

\$2,618.18

MAPS

Attached are copies of the aerial, soils, and crop history maps regarding the above-described land.

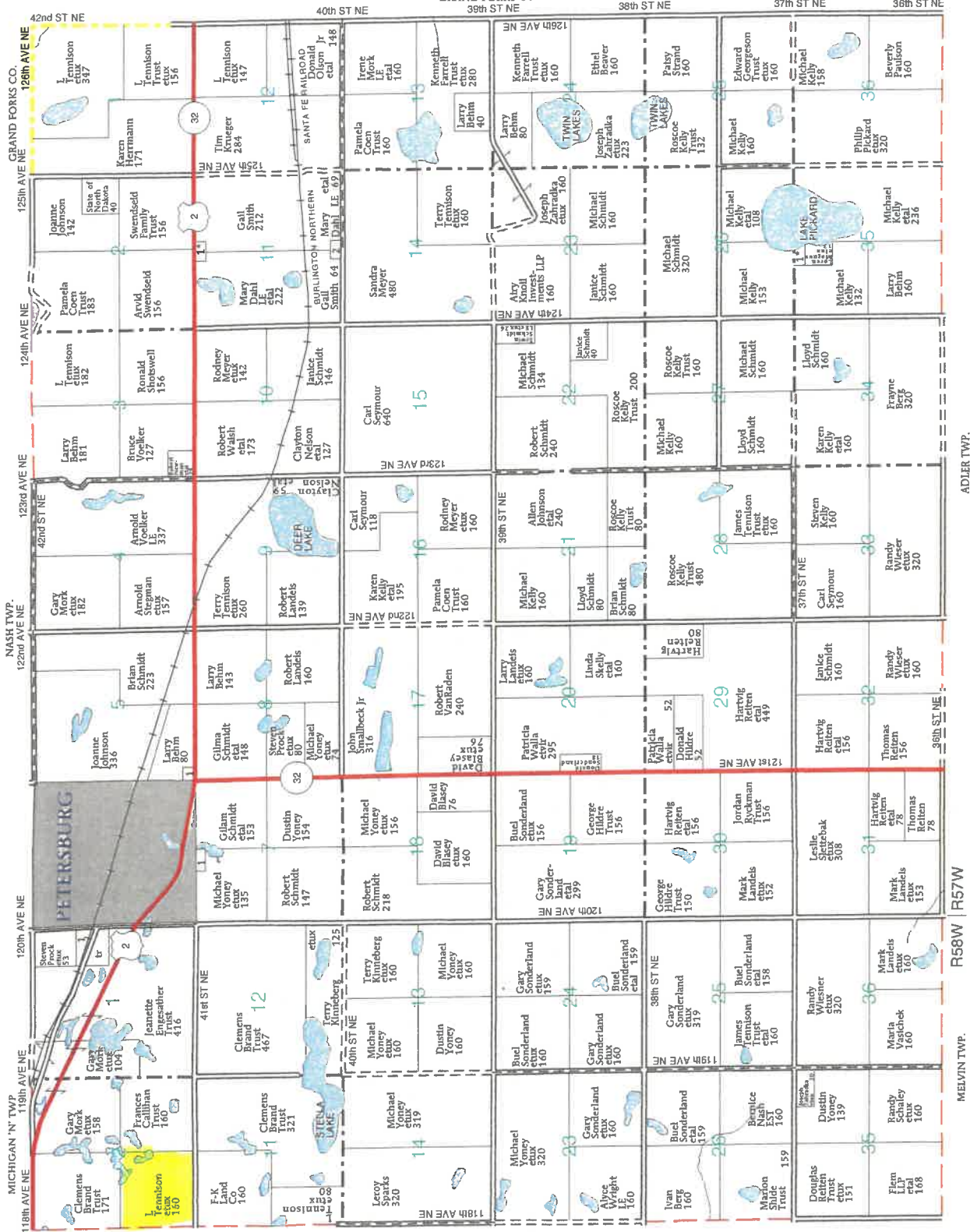
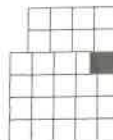
FSA INFORMATION

Tillable Acres: 122.32

	Base	Yield
Wheat	33.50	53
Corn	27.87	104
Soybeans	27.74	29
Barley	2.60	87
Canola	6.46	1298

R-57-58-W

GRAND FORKS CO.



MICHIGAN 'S' TWP.

ADLER TWP.

R58W | R57W

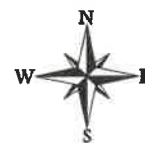
MELVIN TWP.

Aerial Map



Boundary Center: 48° 0' 32.78, -98° 2' 54.58

2-152N-58W
Nelson County
North Dakota



10/23/2024

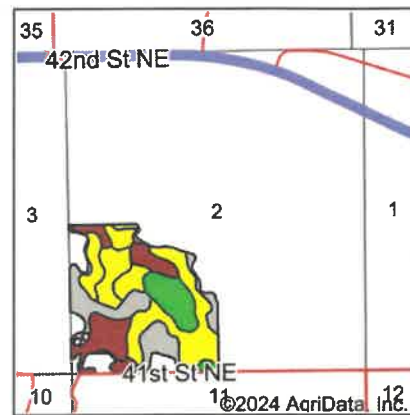
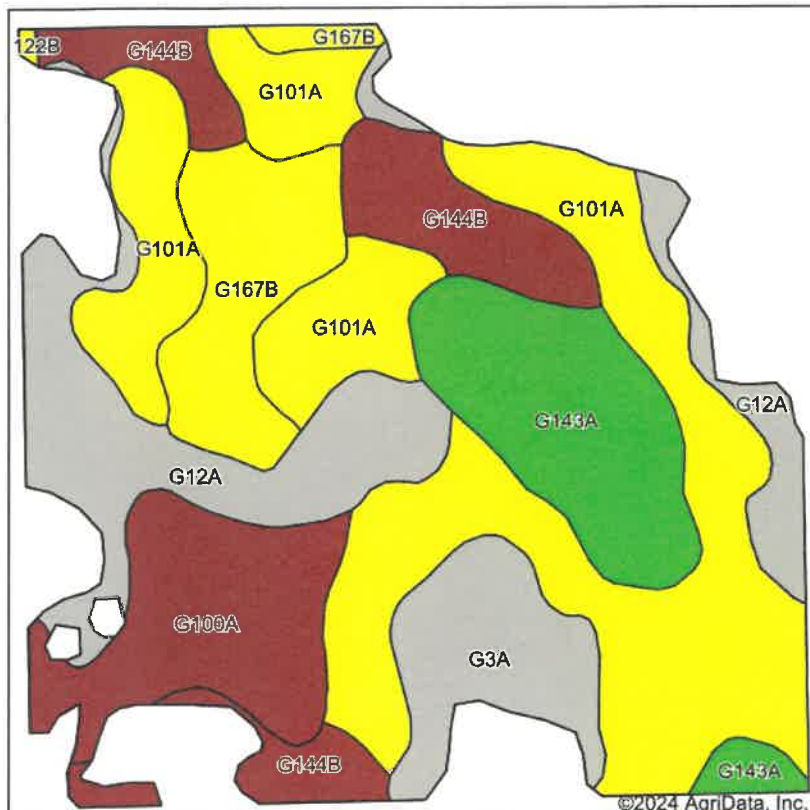
Maps Provided By:



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Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



State: **North Dakota**
 County: **Nelson**
 Location: **2-152N-58W**
 Township: **Petersburg**
 Acres: **122.32**
 Date: **10/23/2024**

Maps Provided By:



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Soils data provided by USDA and NRCS.

Area Symbol: ND063, Soil Area Version: 27							
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Soybeans
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	44.25	36.1%		Ile	77	58
G12A	Vallers, saline-Parnell complex, 0 to 1 percent slopes	18.79	15.4%		IVw	31	24
G143A	Barnes-Svea loams, 0 to 3 percent slopes	14.66	12.0%		IIc	85	61
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	12.67	10.4%		Ile	64	47
G144B	Barnes-Buse loams, 3 to 6 percent slopes	12.59	10.3%		IIIe	69	58
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	10.54	8.6%		Ile	73	59
G3A	Parnell silty clay loam, 0 to 1 percent slopes	8.67	7.1%		Vw	25	14
G122B	Barnes-Cresbard loams, 3 to 6 percent slopes	0.15	0.1%		Ile	72	55
Weighted Average					2.62	64.7	*n 49

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Crop Year: 2024
Soybeans 122.32 acres

Owner/Operator:

Address:

Address:

Phone:

Date: 10/23/2024

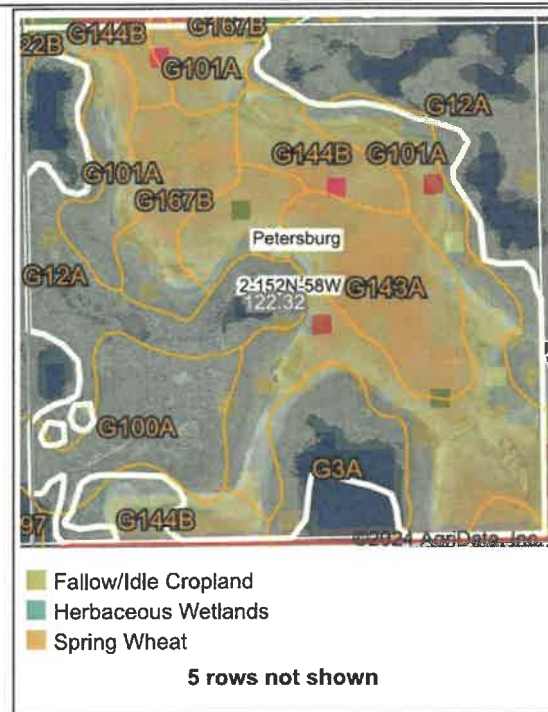
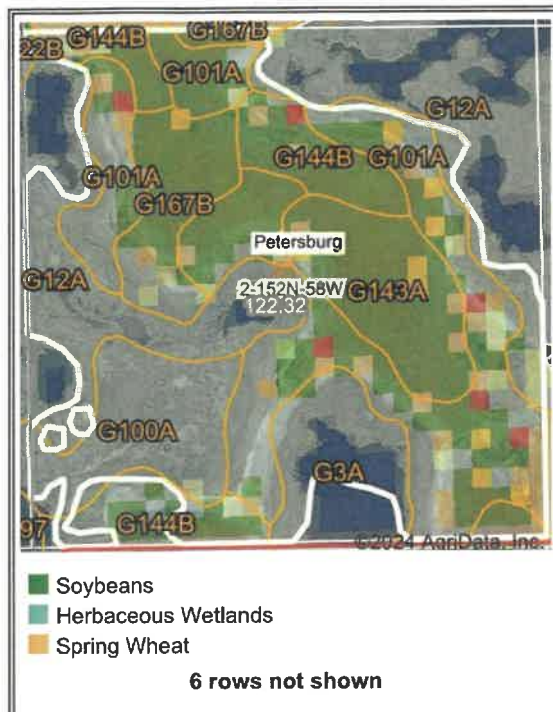
Farm Name:

Field ID:

Acct. #:

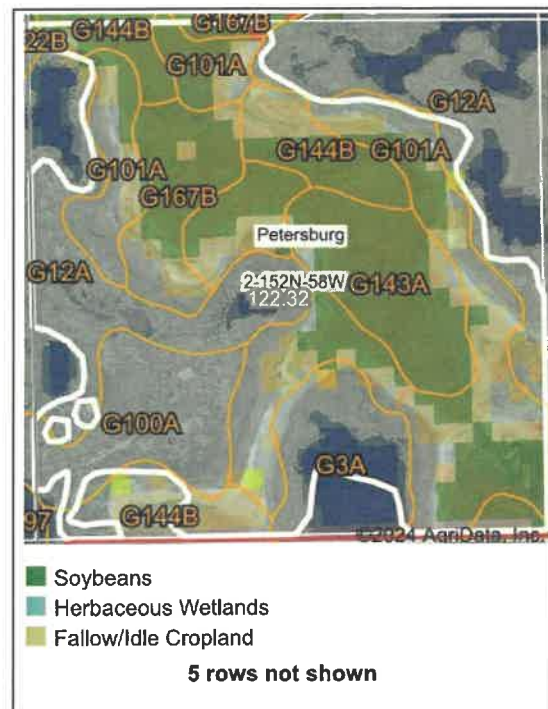
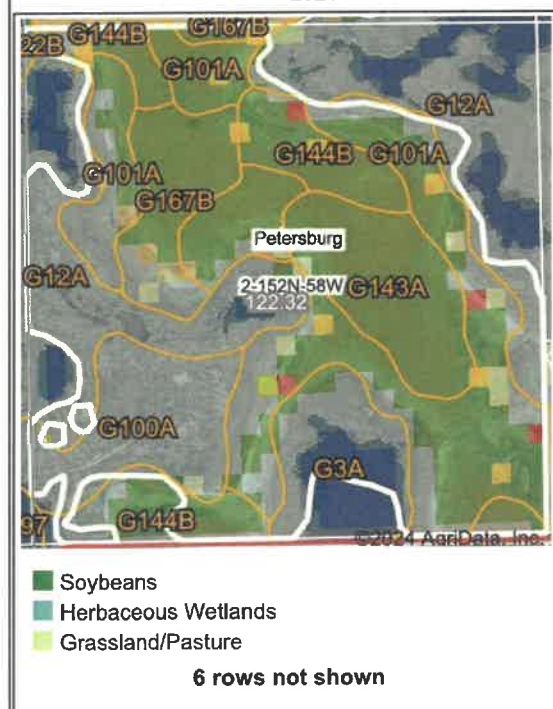
Crop Year: 2023

Crop Year: 2022



Crop Year: 2021

Crop Year: 2020



Boundary Center: 48° 0' 32.78, -98° 2' 54.58

State: ND

County: Nelson

Legal: 2-152N-58W Twnshp: Petersburg

Field borders provided by Farm Service Agency as of 5/21/2008. Crop data provided by USDA National Agricultural Statistics Service Cropland Data Layer.



Maps Provided By:



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153116

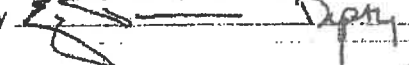
Nelson County
Return To:Pg 1 of 5
Recorded: 2/7/2022 at 10:45 AM
NELSON COUNTY ABSTRACT
PO BOX 259
LAKOTA, ND 58344

153116

\$70.00

Recorder's Office, Nelson County, ND 2/7/2022 10:45 AM
I certify that this instrument was filed for record this date.

Erin Fossen, County Recorder

By 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

902X/1

THIS INDENTURE, by and between **L. Allen Tennison, also known as Leonard Allen Tennison, also known as Leonard A. Tennison, also known as Allen Tennison, a single person, of 4898 US 2, Niagara, ND 58266** 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,

NOW, THEREFORE, for and in consideration of the sum of ****One Hundred Seventeen Thousand Three Hundred and no/100 **** Dollars (**\$117,300.00**), the Grantors do hereby convey to the United States, commencing 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 **Nelson** County, State of **North Dakota**, to-wit:

T. 152 N., R. 57 W., 5th P.M.

Section 1, Government Lots 2, 3, SW1/4NE1/4, SE1/4NW1/4, less road rights of way of record

T. 152 N., R. 58 W., 5th P.M.

Section 2, SW1/4

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

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.
2. Notice of acceptance of this agreement shall be given to the Grantors by certified mail addressed to
L. Allen Tennison, 4898 US 2, Niagara, ND 58266
shall 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.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 13th day of July, 20 21.

L. Allen Tennison
L. Allen Tennison, also known as Leonard Allen
Tennison, also known as Leonard A. Tennison,
also known as Allen Tennison

ACKNOWLEDGMENT

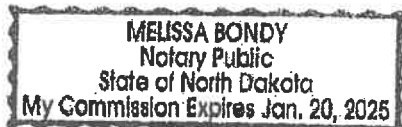
STATE OF North Dakota)
COUNTY OF Nelson) §§

On this 13th day of July, 20 21, before me personally appeared L. Allen
Tennison, also known as Leonard Allen Tennison, also known as Leonard A. Tennison, also known
as Allen Tennison, a single person, known to me to be the person(s) described in and who executed the
foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

(SEAL)

Notary Public: Melissa Bondy

My commission expires: 1-30-2025



ACCEPTANCE

The Secretary of the Interior, acting by the through his authorized representative, has executed this
agreement on behalf of the United States this _____ day of _____, 20__.

DEC 17 2021

THE UNITED STATES OF AMERICA

By: Aaron Mize

Chief, Division of Realty

Title: _____

U.S. Fish and Wildlife Service

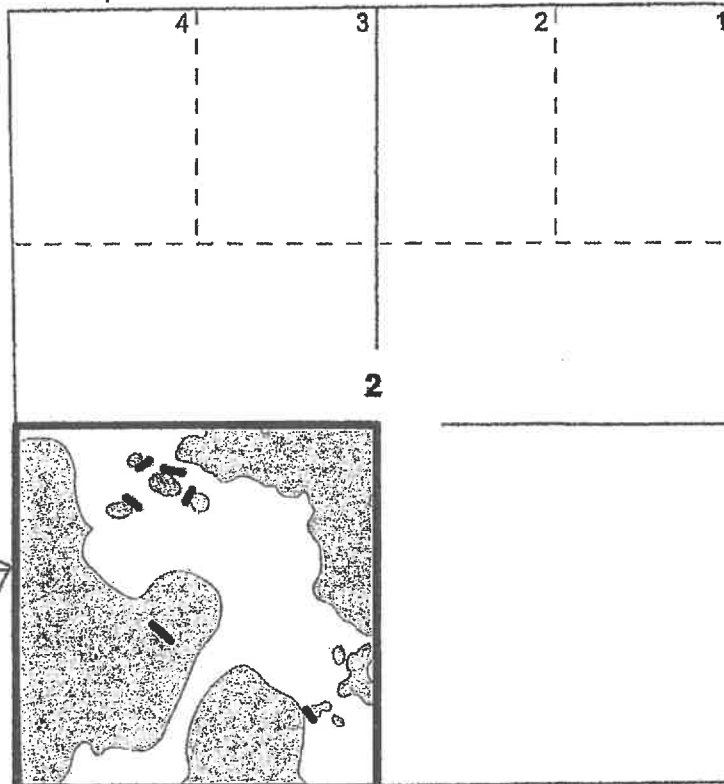
UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
EXHIBIT "A"

TRACT: 902X, 1

Map: 2 of 2

Tennison, L. Allen
WATERFOWL PRODUCTION AREA Nelson County, State of North Dakota
EASEMENT AUTHORIZED BY MIGRATORY BIRD HUNTING STAMP ACT OF MARCH 16, 1934,
AS AMENDED.

T. 152 N., R. 58 W., 5th Principal Meridian
Section 2, SW1/4



LOT TABLE

Lot	Acres
1	52.38
2	52.31
3	52.23
4	52.16



Scale: 4" = 1 mile

This map delineates wetlands referred to in the easement conveyance dated 07/13/2021, 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.

L. Allen Tennison
L. Allen Tennison, also known as Leonard Allen
Tennison, also known as Leonard A. Tennison,
also known as Allen Tennison

I, Michael J. Helmer, 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: 3/17/2021