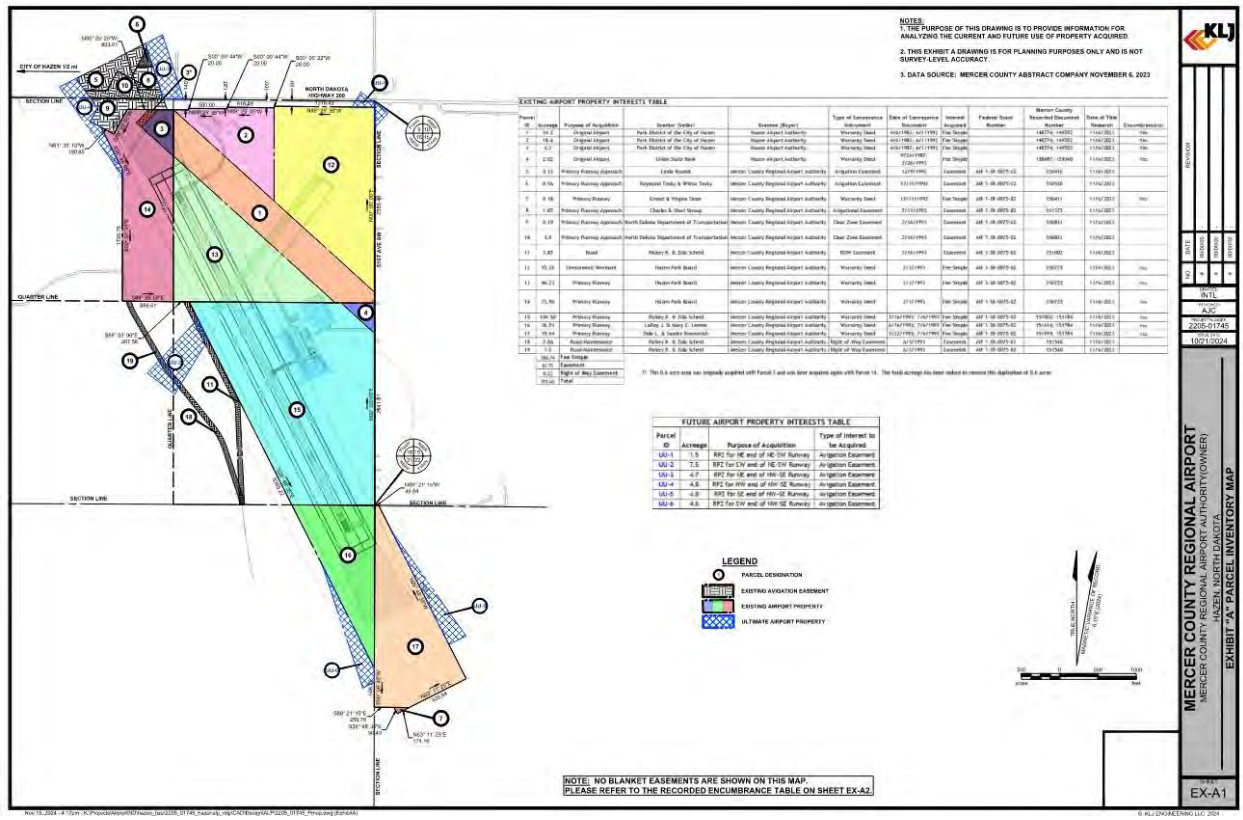
EXHIBIT 'A' AIRPORT PROPERTY MAP
RECORDATION & ENCUMBRANCE BOOKLET

November 2024

Mercer County Regional Airport

Hazen, North Dakota



The Exhibit "A" depicts the land owned in fee and easement by the Mercer County Regional Airport Authority, including known encumbrances, which land is required to support the facilities necessary to operate the Mercer County Regional Airport.

Mercer County Regional Airport Authority

_____ _____

Steve Frovarp, Secretary Date

Table of Contents

MCD – Mercer County Document
OMEC –Oliver-Mercer Electric Cooperative
SWA – Southwest Water Authority
WRTC – West River Telecommunications Cooperative

Background & Purpose vi
Research vi
Existing Airport Fee & Easement Property Interests vi
Future Airport Fee & Easement Property Interests vi
Transfers vii
Encumbrances vii

Parcel 1 1-1
Property Record
MCD 148774 Warranty Deed 1-2
MCD 149702 Warranty Deed 1-4
Encumbrances
MCD 168998 ELE-RE-001 OMEC 1-6
MCD 209481 ELE-RE-002 OMEC 1-8
MCD 209488 ELE-RE-004 OMEC 1-10
MCD 118748 TEL-RE-001 WRTC 1-13
MCD 155123 TEL-RE-002 WRTC 1-14
MCD 201675 WTR-RE-002 SWA 1-15

Parcel 2 2-1
Property Record
MCD 148774 Warranty Deed ..... See Parcel 1
MCD 149702 Warranty Deed ..... See Parcel 1
Encumbrances
MCD 168998 ELE-RE-001 OMEC ..... See Parcel 1
MCD 209481 ELE-RE-002 OMEC ..... See Parcel 1
MCD 209488 ELE-RE-004 OMEC ..... See Parcel 1
MCD 118748 TEL-RE-001 WRTC ..... See Parcel 1
MCD 155123 TEL-RE-002 WRTC ..... See Parcel 1
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 3 3-1
Property Record
MCD 148774 Warranty Deed ..... See Parcel 1
MCD 149702 Warranty Deed ..... See Parcel 1
Encumbrances
MCD 168998 ELE-RE-001 OMEC ..... See Parcel 1
MCD 209481 ELE-RE-002 OMEC ..... See Parcel 1
MCD 209487 ELE-RE-003 OMEC 3-2
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 4 4-1
Property Record
MCD 138687 Warranty Deed 4-2
MCD 151060 Warranty Deed 4-3
Encumbrances
MCD 209489 ELE-RE-005 OMEC 4-6
MCD 155123 TEL-RE-002 WRTC ..... See Parcel 1
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 5 5-1
Property Record
MCD 150410 Avigation Easement 5-2

Parcel 6 6-1
Property Record
MCD 150530 Avigation Easement 6-2

Parcel 7 7-1
Property Record
MCD 150411 Warranty Deed 7-2
Encumbrances
None

Parcel 8 8-1
Property Record
MCD 151375 Avigational Easement 8-2

Parcel 9 9-1
Property Record
MCD 150833 Clear Zone Easement 9-2

Parcel 10 10-1
Property Record
MCD 150833 Clear Zone Easement ..... See Parcel 9

Parcel 11 11-1
Property Record
MCD 151002 ROW Easement 11-2

Parcel 12 12-1
Property Record
MCD 150725 Warranty Deed 12-2
Encumbrances
MCD 168998 ELE-RE-001 OMEC ..... See Parcel 1
MCD 209481 ELE-RE-002 OMEC ..... See Parcel 1
MCD 209488 ELE-RE-004 OMEC ..... See Parcel 1
MCD 118748 TEL-RE-001 WRTC ..... See Parcel 1
MCD 155123 TEL-RE-002 WRTC ..... See Parcel 1
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 13 13-1
Property Record
MCD 150725 Warranty Deed ..... See Parcel 12
Encumbrances
MCD 209481 ELE-RE-002 OMEC ..... See Parcel 1
MCD 209488 ELE-RE-004 OMEC ..... See Parcel 1
MCD 118748 TEL-RE-001 WRTC ..... See Parcel 1
MCD 155123 TEL-RE-002 WRTC ..... See Parcel 1
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 14 14-1
Property Record
MCD 150725 Warranty Deed ..... See Parcel 12
Encumbrances
MCD 209481 ELE-RE-002 OMEC ..... See Parcel 1
MCD 209487 ELE-RE-003 OMEC ..... See Parcel 3
MCD 184114 TEL-RE-003 WRTC 14-2
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1

Parcel 15 15-1
Property Record
MCD 151002 Warranty Deed 15-2
MCD 151784 Resolution Vacating Section Lines 15-
Encumbrances
MCD 209489 ELE-RE-005 OMEC ..... See Parcel 4
MCD 155123 TEL-RE-002 WRTC ..... See Parcel 1
MCD 201675 WTR-RE-002 SWA ..... See Parcel 1
MCD 107442 WTR-RE-003 Fidelity 15-5
MCD 126877 WTR-RE-001/003 Multiple 15-7
MCD 134787 WTR-RE-001/003 MDU 15-16
MCD 140193 WTR-RE-001/003 MDU 15-24

Parcel 16 16-1
Property Record
MCD 151614 Warranty Deed 16-2
MCD 151784 Resolution Vacating Section Lines ..... See Parcel 15
Encumbrances
MCD 209539 ELE-RE-007 OMEC 16-4
MCD 100986 MIN-RE-001 16-6
MCD 101771 WTR-RE-001 Fidelity 16-10
MCD 126877 WTR-RE-001/003 Multiple ..... See Parcel 15
MCD 134787 WTR-RE-001/003 MDU ..... See Parcel 15
MCD 140193 WTR-RE-001/003 MDU ..... See Parcel 15

Parcel 17 17-1
Property Record
MCD 151019 Warranty Deed 17-2
MCD 151784 Resolution Vacating Section Lines ..... See Parcel 15
Encumbrances
MCD 209538 ELE-RE-006 OMEC 17-4
MCD 209539 ELE-RE-007 OMEC ..... See Parcel 16
MCD 101771 WTR-RE-001 Fidelity ..... See Parcel 16
MCD 126877 WTR-RE-001/003 Multiple ..... See Parcel 15
MCD 134787 WTR-RE-001/003 MDU ..... See Parcel 15
MCD 140193 WTR-RE-001/003 MDU ..... See Parcel 15

Parcel 18 18-1
Property Record
MCD 151540 Right of Way Easement 18-2

Parcel 19 19-1
Property Record
MCD 151540 Right of Way Easement ..... See Parcel 18

Background & Purpose

The Exhibit 'A' is an inventory of parcels that make up dedicated airport property. The Exhibit 'A' indicates how the land was acquired, the funding source for the land, and if the land was conveyed as Federal surplus land or Government Property. All land shown on an Exhibit 'A' constitutes the airport property federally obligated for compliance under the terms and covenants of a grant agreement. The preparation of an updated Exhibit 'A' for the Mercer County Regional Airport (HZE) was triggered by the Airport Master Plan Study funded under AIP 3-38-0075-021-2023.

The Airport Sponsor is responsible for submitting the Exhibit 'A' Airport Property Inventory Maps (Exhibit 'A') to the FAA and revising it when necessary. Triggers for an updated Exhibit 'A' may include but are not limited to new airport land acquisition, land release, concurrent use agreements, or an Airport Master Plan study.

This document provides a summary of the research process and results. Additional information on property boundaries and background information is found in the Exhibit 'A' supporting documentation.

Research

A property Abstract of Title was completed by Mercer County Abstract Company, Inc. for several parcels within and surrounding airport property. The date of the property research was November 6, 2023 for the following Mercer County Sections of Township 144 North, Range 86 West of the 5th Principal Meridian:

- South Half of Section 9
- Northwest Quarter and East Half of Section 16
- East Half of Section 21
- West Half of Section 22

Existing Airport Fee & Easement Interests

The Mercer County Regional Airport Authority owns 371.21 acres of property in Fee Simple interest for use as the Mercer County Regional Airport. Original airport property was acquired in 1983 with the most recent acquisitions occurring in 1993.

The Mercer County Regional Airport Authority controls another 16.75 acres of property in Clear Zone Easement. Restrictions include no above-ground objects, assembly of persons, or buildings/structures. Allowable uses include crops and temporary farm machinery.

The Mercer County Regional Airport Authority also controls 4.26 acres for roadway maintenance on the west side of the airport.

Future Airport Fee & Easement Interests

In order for the Mercer County Regional Airport Authority to operate the Mercer County Regional Airport as it exists, and in the airport's ultimate configuration, it must maintain control of certain property interests. The Mercer County Regional Airport Authority currently controls all property interests necessary to maintain control of the airport within FAA guidelines.

For the ultimate development of the Mercer County Regional Airport, it will be necessary to obtain certain avigation easements for the runway protection zones for the crosswind turf runway along with implementing a ¾ Mile approach surface for Runway 15-33.

Transfers

No property designated for aeronautical use has been released or sold at the Mercer County Regional Airport.

Encumbrances

Encumbrance - An encumbrance is a claim against a property by a party that is not the owner. An encumbrance can impact the use of real or personal property and in some cases restrict the free use until the encumbrance is lifted. There are several types of encumbrances that are often encountered at airports. These are as follows:

> Easement - An easement refers to a party's right to use or improve portions of another party's property, or to prevent the owner from using or improving the property in certain ways. Easements for utilities are one of the most common types of easements. {For airports, any and all easements are included whether they are recorded or unrecorded}
>
> Lease - A lease is an agreement to rent a property for an agreed-upon rate and period of time. It is a form of encumbrance because the lessor does not give up title to the property, but his or her use of the property is significantly constrained by the lease agreement.

Recorded encumbrances are those that are filed in records with Mercer County. Statutory easements such as section line rights of way are included in this section as well.

The title research was not specifically targeted to determine the existing rights related to mineral interests, however there was a large volume of records showing the retainment and transfer of mineral interests particularly through deeds and inheritance records. It appears there may be mineral interests owned by a wide range of descendants that may or may not affect existing airport property. There was no record found whether these rights have been subrogated to the Mercer County Regional Airport Authority. In several parts of North Dakota these mineral interests for subsurface minerals such as oil and gas can coexist with surface interests. However, in the area of Mercer County, the interest can lie in lignite coal which is mined at the surface. The Airport Authority should consult with legal counsel and the Federal Aviation Administration to determine what if any action should be taken for any mineral interests that may exist.

Unrecorded encumbrances are those that exist but are not recorded with Mercer County. These can include utility service lines, access rights, or long-term leases based on actions by the Mercer County Regional Airport Authority but are not otherwise recorded with Mercer County. These features may have been present prior to airport development or may have occurred after the airport was constructed. There were no unrecorded encumbrances found in discussions with the airport staff.

Parcel 1

Parcel Background

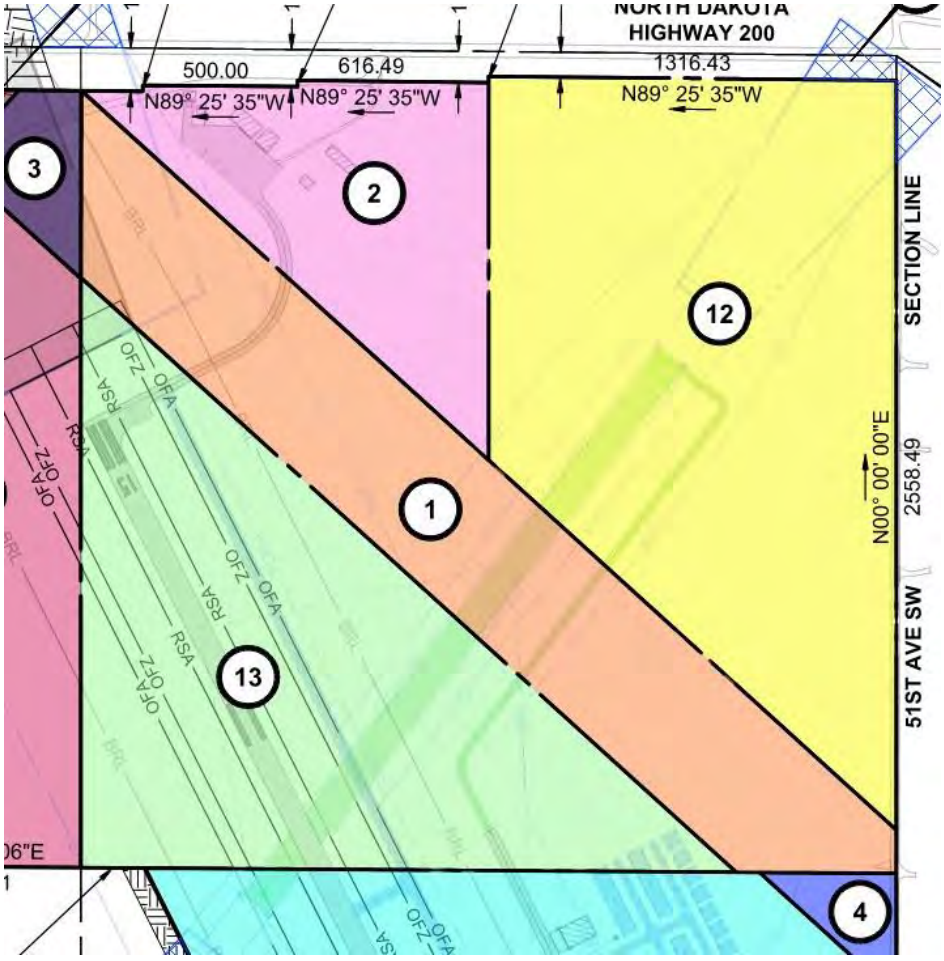
Parcel 1 was acquired at the same time as Parcels 2 and 3 for the purpose of establishing the original airport and a runway with a northwest to southeast alignment. The property was acquired in 1983 and later transferred from the Hazen Airport Authority to the Mercer County Regional Airport Authority in 1992.

Property Record

MCD 148774 Warranty Deed
MCD 149702 Warranty Deed

Encumbrances

MCD 168998 ELE-RE-001 OMEC
MCD 209481 ELE-RE-002 OMEC
MCD 209488 ELE-RE-004 OMEC
MCD 118748 TEL-RE-001 WRTC
MCD 155123 TEL-RE-002 WRTC
MCD 201675 WTR-RE-003 SWA



NO. 31

WARRANTY DEED

THIS INDENTURE, Made this 6th day of April, 1983, between the Park District of the City of Hazen, a duly authorized park district under the laws of the State of North Dakota, grantor, whether one or more, and The Hazen Airport Authority, grantee, whether one or more, whose post office address is Hazen, North Dakota 58545.

WITNESSETH, For and in consideration of the sum of Ten and no/100 Dollars, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of Mercer and State of North Dakota, and described as follows, to-wit:

TOWNSHIP 144 NORTH, RANGE 86 WEST
Section 16:

TRACT A: A tract situated in the NE/4, and more particularly described as follows, to-wit: a strip of land 450 feet wide, lying 250 feet northeasterly and 200 feet southwesterly of the centerline of the northwest - southeast runway of the Hazen Municipal Airport as staked and constructed; said strip to commence at the west line of the said NE/4, extending southeasterly, and terminating at the south and east lines of said quarter, containing 34.2 acres, more or less.

TRACT B: That portion of the NW/4 of the NE/4 lying northeasterly of the hereinabove described 450 foot wide strip, excepting the north 100 feet thereof previously acquired for public highway right-of-way, said tract containing 18.6 acres, more or less.

TRACT C: A tract situated in the NE/4 of the NW/4, more particularly described as follows, to-wit: beginning at the northeast corner of the said NW/4; thence west, along the north line of said quarter, a distance of 200.00 feet; thence southwesterly, at right angles to the centerline of the northwest - southeast runway of the Hazen Municipal Airport as staked and constructed, to a point on a line parallel with and 200 feet southwesterly from said runway centerline; thence southeasterly, along said line, to a point on the east line of said NW/4; thence north to the point of beginning, excepting the north 100 feet thereof previously acquired for public highway right-of-way, said tract containing 4.3 acres, more or less.

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee 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 incumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, _____ and the above granted lands and premises in the quiet and peaceable possession of said grantees, against all persons lawfully claiming or to claim the whole or any part thereof, the said grantor will warrant and defend.

WITNESS, The hand of the grantor:

HAZEN PARK AND RECREATION DISTRICT

BY: Armond Isaak
Armond Isaak, President

ATTEST:

Karen Stiller
Karen Stiller, Clerk

107 Deed 693

57.10 acres

STATE OF NORTH DAKOTA)
)ss
COUNTY OF MERCER)

On this 29 day of April, 1983, before me personally appeared Armond Isaak and Karen Stiller, known to me to be the President and Clerk of the Hazen Park and Recreation District, respectively, and who executed the within and foregoing instrument, and severally ackowledged that they executed the same on behalf of said District.

My commission expires:
April 10, 1987

Leora Oberauer
Notary Public
Mercer County, North Dakota

LEORA OBERAUER NOTARY PUBLIC NORTH DAKOTA

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 subsection ___ of section 6 of section 4 of Senate Bill 2323 (1981).

Signed: _____ Dated: 5-8-92
Grantee or Agent

DOCUMENT NO. 148774

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA
COUNTY OF MERCER
OFFICE OF REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 8th day of May 1992 at 9:00 o'clock A. M. and was duly recorded in Book 107 Deeds on Page 693.

Jeanette Sailer
Register of Deeds
By Kathryn Schumann
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 8th DAY OF May 1992

Leora Rotherath
COUNTY AUDITOR OF MERCER COUNTY, N. DAK.
Michelle R. Sailer, Deputy

*7.00 chg. Hazen Airport Authority

NO. 32

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of June, 1992, between THE HAZEN AIRPORT AUTHORITY, a public body corporate and politic of the State of North Dakota, grantor, and THE MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a public body corporate and politic of the State of North Dakota, whose mailing address is P.O. Box 717, Hazen, ND 58545, grantee.

WITNESSETH, For and in consideration of the sum of One Dollar and all other valuable consideration, grantor does hereby GRANT to grantee, all of the following real property lying and being in the County of Mercer and State of North Dakota and described as follows, to-wit:

See attached Exhibit A.

And the said grantor for itself, its successors and assigns, does covenant with the grantee that it 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, 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.

IN TESTIMONY WHEREOF, The said grantor has caused these presents to be executed in its corporate name by its Chairman.

HAZEN AIRPORT AUTHORITY:

By: Lester Gellett
Lester Gellett, Chairman

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 e of Section 6 of Section 11-18-02.2, NDCC.

Signed: Irene Swanson Dated: Sept 28, 1992

STATE OF NORTH DAKOTA)
)ss
COUNTY OF MERCER)

On this 28th day of September, 1992, before me personally appeared Lester Gellett known to me to be the Chairman of the corporation that is described in, and that executed the foregoing instrument, and severally acknowledged to me that such corporation executed the same.

Patrick A. Donovan

Patrick A. Donovan, Notary Public
Mercer County, North Dakota

My Commission Expires:
December 4, 1995

108 Book 629

EXHIBIT A

TOWNSHIP 144 NORTH, RANGE 86 WEST
Section 16:

TRACT A: A tract situated in the NE/4, and more particularly described as follows, to-wit: a strip of land 450 feet wide, lying 250 feet northeasterly and 200 feet southwesterly of the centerline of the northwest - southeast runway of the Hazen Municipal Airport, as staked and constructed; said strip to commence at the west line of the said NE/4, extending southeasterly, and terminating at the south and east lines of said quarter, containing 34.2 acres, more or less.

TRACT B: That portion of the NW/4 of the NE/4 lying northeasterly of the hereinabove described 450 foot wide strip, excepting the north 100 feet thereof previously acquired for public highway right-of-way, said tract containing 18.6 acres, more or less.

TRACT C: A tract situated in the NE/4 of the NW/4, more particularly described as follows, to-wit: beginning at the northeast corner of the said NW/4; thence west, along the north line of said quarter, a distance of 200.00 feet; thence southwesterly, at right angles to the centerline of the northwest - southeast runway of the Hazen Municipal Airport as staked and constructed, to a point on a line parallel with and 200 feet southwesterly from said runway centerline; thence southeasterly, along said line, to a point on the east line of said NW/4; thence north to the point of beginning, excepting the north 100 feet thereof previously acquired for public highway right-of-way, said tract containing 4.3 acres, more or less.

DOCUMENT NO. 149702

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS
I hereby certify that within instrument was filed in this office for record this 29th day of Sept. 1992 at 10:00 o'clock A.M. and was duly recorded in Book 108 Deeds on Page 629
Jeanette Sailer
Register of Deeds
By _____ Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N. D.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 29th DAY OF September 1992
Theresa Kettleson
COUNTY AUDITOR OF MERCER COUNTY, N. DAK
By: Sandra K Bailey Deputy

$7.00 chg Mercer County Regional Airport Authority
Rf- Ann Mahoney

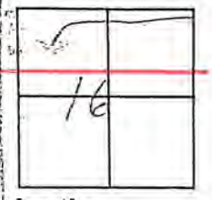
RIGHT-OF-WAY EASEMENT

ELE-RE-001

Mercer County Regional Airport (hereinafter called the "Grantor") (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc., (hereinafter called "Grantee") whose post office address is Hazen, North Dakota, 58545, and to its successors or assigns, an easement for 99 years, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

Twp 144 N - R86 W N 1/2 of Sec # 16

NO. 44



At Airport

Replacement of 3Φ Underground Cable

to construct, reconstruct, relocate, rephase, remove, repair, operate and maintain on or under the above described lands, and/or in, upon or under all streets, roads or highways abutting said lands, an electric distribution line or system; to cut, trim eradicate and control the growth by chemical means, machinery or otherwise, of trees and shrubbery located within 15 feet of the center of line of said line system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (indicating any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification or communication purposes.

The undersigned Grantor agrees that all poles, wires, cables and other facilities including any main service entrance equipment installed on or below the above described lands at the Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service to or on said lands.

Any damages to the surface of the right-of-way or to crops, fences, gates, drains, ditches or lines of the Grantor, caused by the Grantee in the installation, repair, maintenance, reconstruction or removal of said electric properties and appurtenances, shall be promptly repaired, replaced or paid for by the Grantee, provided a claim therefore is presented to the Grantee at its General Office within ninety (90) days after such damages occur. If the amount of said damages cannot be agreed upon, then the Grantor and Grantee shall each select an arbitrator, and these two shall select a third arbirator, and the decision and award of the arbitrators shall be final.

The undersigned Grantor convenants and agrees that no barrier of trees, shrubs, etc., and no structure or building shall be placed over underground conduits and electric lines and no construction shall be maintained or placed beneath over-the-ground electric lines and associated structures without the express written consent of the Grantee.

This Easement also includes a right-of-access to and from said real estate and Grantee's right-of-way for the purpose of connecting or reconnecting any part of the Grantee's system to or from said property with said system or to or from any other property on or coming on said system.

This Easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance, and operation of Grantee's system on said right-of-way, including but not limited to, anchors, guy wires, supporting poles or structures and the like as they were originally constructed or may thereafter be constructed.

The overall operating height of vehicles and equipment known to cultivate or traverse lands within the easement is less than N/A feet.

Dated this 8th day of May, 19 2000.

CORPORATION:

STATE OF NORTH DAKOTA)
COUNTY OF Mercer) ss

The foregoing instrument was acknowledged before me this 8th day of May, 19 2000, by Richard Mitchell of Mercer County Airport Authority corporation, on behalf of the corporation.

DANIEL S. ELL
NOTARY PUBLIC
STATE OF NORTH DAKOTA

Richard Mitchell Signature

Chairman Title

S#

STATE OF NORTH DAKOTA)
COUNTY OF)ss

The foregoing instrument was acknowledged before me this 9th day of May, 19 2000, by

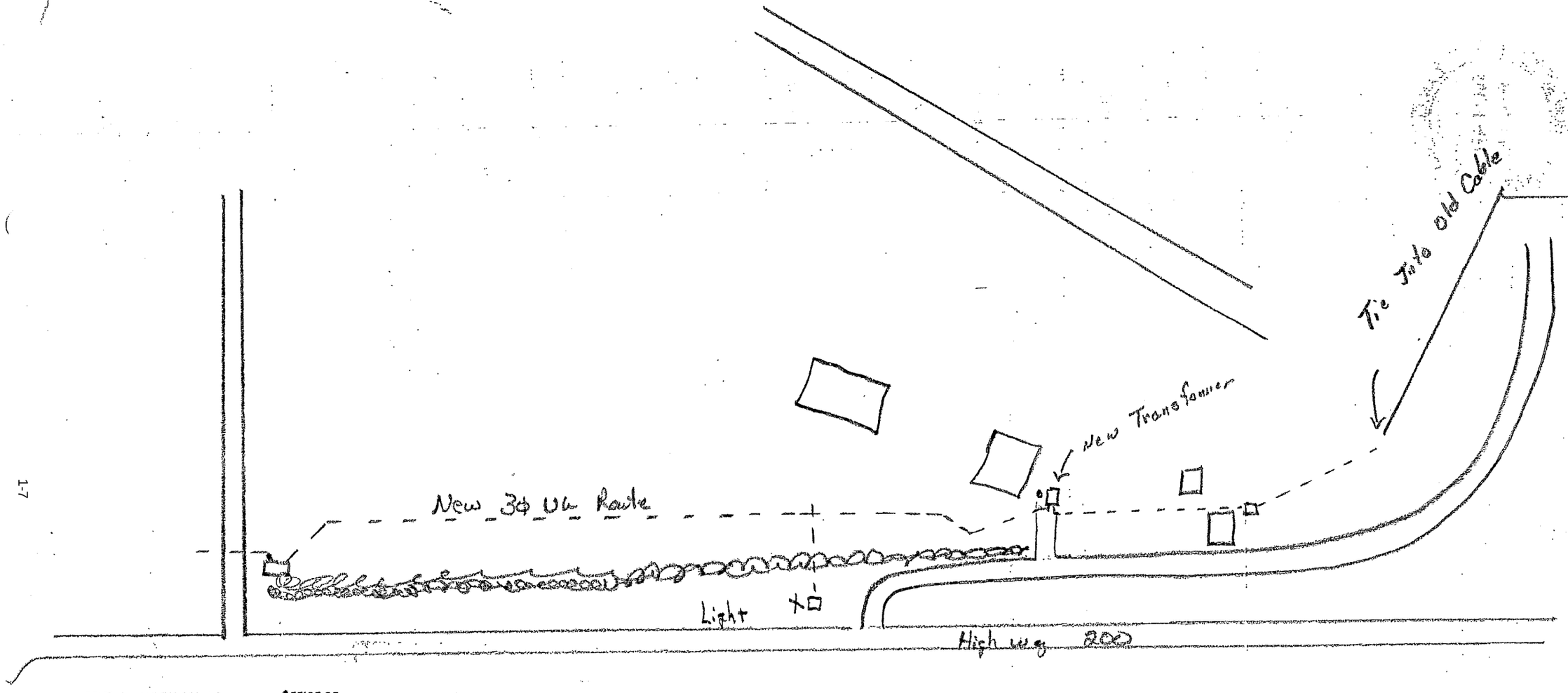
DANIEL S. ELL
Notary Public, State of North Dakota
My Commission Expires Jan. 11, 2006

My Commission Expires:

Notary Public, State of North Dakota

148 Misc 321

16



STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF REGISTER OF DEEDS

DOCUMENT NO. 168998

I hereby certify that within instrument was filed in this office for record this 12th day of June 2000 at 10:20 o'clock A. M. and was duly recorded in Book 148 - Misc on Page 221.

Jeanette Sailer
Register of Deeds

By Kathryn Schumann
Deputy

MORTGAGEE
MORTGAGOR
INDEXED

North

$10.00 Chg. Olives - Mercer Electric Cooperative, Inc
800 Highway Drive

NO. 61

ELE-RE-002

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) HAZEN PARK BOARD

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Oliver-Mercer Electric Cooperative, Inc., a cooperative corporation (hereinafter called the "Cooperative") whose post office address is Hazen, North Dakota 58545, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of MERCER, State of North Dakota, and more particularly described as follows:

Right-of-way 30 feet Township 144 Range 86 Section N½ of 16
Right-of-way _____ feet Township _____ Range _____ Section _____

and to construct, operate, maintain and move or relocate on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system. The easement shall include only that part of the above described land located within 15 feet on each side of the proposed line.

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Cooperative agrees to pay a reasonable sum for any damage caused to crops or fences by the construction, operation, maintenance, or repair of said line or system. The overall operating height of vehicles and equipment known to cultivate or traverse lands within the easement, is less than fourteen (14) feet, unless otherwise noted below.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of May, 1981.

Signed, sealed and delivered in the presence of: x Armand Flook pres.

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Mercer)

On this 13 day of May, 1981, before me, a Notary Public in and for said County and State, personally appeared Armand Flook known to me to be the person who described in and who executed the foregoing instrument and acknowledged to me that X he executed the same.

My Commission expires: LEONA OBENAUER Notary Public, MERCER CO., N. DAK. Commission Expires APRIL 10, 1987

Leona Obenauer
Notary Public in and for the County of Mercer State of North Dakota

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Mercer)

Ed. Mattheis Being first duly sworn, says that he is one of the Witnesses to the above and foregoing easements, that Armand Flook and _____ name(s) is and/or are subscribed to the above and foregoing instruments as a party is and/or are the persons described in said easement and that X he signed said instrument in my presence and that I in their presence signed my name thereto as a subscribing witness.

Ed. Mattheis

Subscribed and sworn to before me this 13 day of May, 1981

Leona Obenauer
Notary Public in and for the County of Mercer and the State of North Dakota

My Commission Expires: LEONA OBENAUER Notary Public, MERCER CO., N. DAK. Commission Expires APRIL 10, 1987

208 MISC 115

209481

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/11/2015 at 8:33 AM, and was duly recorded a Book 208 MISC on Page 115 Fee: $23.00

County Recorder Brenda L. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H
HAZEN, ND 58545

MORTGAGEE
MORTGAGOR
INDEXED ✓

COUNTY RECORDER SEAL MERCER COUNTY, N. DAK.

ELE-RE-004

Form LE-189 R

NO. 65

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Board of Park Commissioners, City of Hazen

_____ (unmarried) (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc., a cooperative corporation, (hereinafter called the "Cooperative"), whose post office address is Hazen, North Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

A tract of land approximately _____ acres in area, located _____ miles in a _____ direction from the town of _____, and further described as being in the

NE¼ Section 16 Township 144 N Range 86W

_____ Section _____ Township _____ Range _____

_____ Section _____ Township _____ Range _____

_____ Section _____ Township _____ Range _____

and to contract, operate and maintain on the above described lands, and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, for airfield accomodations only and not TO interfere with airfield operations..

The undersigned agree that all poles, wires, and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon the termination of service to or on said lands.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumberances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26 day of April 1954.

Board of Park Commissioners, City of Hazen

President H E Mueller (L.S.)

Secretary E L Strang (L.S.)

Signed, sealed and delivered in the presence of:

E. Elhardt

Robt. M Strang

208 Misc 129

(1)
STATE OF NORTH DAKOTA
COUNTY OF_____SS.

_____ being first duly sworn says that he is one of the witnesses to the above and foregoing easements, that

_____ and _____ whose names is and/or are subscribed to the above and foregoing instruments as a party is and/or are the persons described in said easement and that _he__ sighed said instrument in my presence and that I in their presence signed my name thereto as a subscribing witness.

SUBSCRIBED and sworn to before me this ____day of_____19__

_____
Notary Public in and for the
County of_____and
State of North Dakota.

My commission expires _____

(1)
STATE OF NORTH DAKOTA
COUNTY OF _____ SS.

On this_____day of_____19__before me _____
a Notary Public within and for the State of North Dakota, personally appeared

_____ known to me to be one of the persons who subscribed his name to the above and foregoing instrument as a ~~witness, and who acknowledged to me that he subscribed his name thereto as~~ such witness, and who proved to me that the person who and/or whose names are subscribed to the foregoing instrument are the persons described in it.

_____
Notary Public in and for the
County of_____and
State of North Dakota.

My commission expires_____

(2)
STATE OF NORTH DAKOTA
COUNTY OF Mercer SS.

On this 29 thday of April 19 54, before me W.A.Stroup

_____, a Notary Public in and for said County and State,

personally appeared H.E. Mueller and Geo. M. Stroup
known to me to be the persons _____ who are described in and who executed within and foregoing instrument and acknowledged to me that the y executed the same.

_____
Notary Public in and for the
County of_____and
State of North Dakota.

W. A. STROUP NOTARY PUBLIC STATE OF NORTH DAKOTA

My commission expires _____ Notary Public, Mercer County, N.D. My Commission Expires July 19, 1961

MORTGAGEE
MORTGAGOR
INDEXED ✓

STATE OF NORTH DAKOTA
COUNTY OF MERCER

209488
OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/11/2015 at 1:27 PM, and was duly recorded a Book 208 MISC on Page 129 Fee: $16.00

County Recorder Brenda L. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H
HAZEN, ND 58545

COUNTY RECORDER
SEAL
MERCER COUNTY, N DAK.

TEL-RE-001

NO. 14

TELEPHONE COMPANY RIGHT-OF-WAY EASEMENT

Township 144 N
Range 86 W
Location

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more)

HAZEN AIRPORT AUTHORITY

(unmarried)(husband and wife) do hereby grant unto West River Mutual Aid Telephone Corporation, a cooperative corporation (hereafter called the "Cooperative"), whose post office address is Hazen, North Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Mercer State of North Dakota, and more particularly described as follows:

NE¼	Section	16	Township	144 N	Range 86 W
	Section		Township		Range
	Section		Township		Range
	Section		Township		Range

and to construct, operate and maintain on above, or under the above-described lands and upon or under all streets, roads or highways abutting said lands, a telephone system; to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation of said system.

The undersigned agrees that all poles, wires and other facilities, including all telephone equipment, installed on the above-described premises at the Company's expense, shall remain the property of the Company, removable at the option of the Company.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 22 day of May, 19 81. Signed, Sealed and Delivered in the presence of:

Armond F. Isaak Pres. (L.S.)

HAZEN PARK BOARD (L.S.)

ACKNOWLEDGEMENTS
No. 1

STATE OF NORTH DAKOTA)
COUNTY OF Mercer) SS

On this 22 day of May 19 81, before me personally appeared Armond F. Isaak, President, known to me (or proved to me on the oath of) to be the person who is described in and who executed the within instrument, and acknowledged to me that he (or they) executed the same.

Robert A. Bayfield
Notary Public, County of Mercer
North Dakota

My commission expires .

No. 2

STATE OF NORTH DAKOTA)
COUNTY OF) SS

Document No. 118748

OFFICE OF REGISTER OF DEEDS, COUNTY OF MERCER, NORTH DAKOTA

Fee $ Compared Tract ✓ Grantor ✓ Grantee ✓ Copied

I hereby certify that the within instrument was filed for record the 4th day of September, A.D. 19 81 at 11:30 A. o'clock M., recorded in book 87-Misc page 148.

By , Deputy

Roger B. Suess
Register of Deeds

When recorded return to 95th elg. West River Telephone

87 Misc 148

In Computer [ ]
WRT# [ ]
County# [ ]

W.O.# 94-186

No. 70

West River Telephone Right-of-Way Easement

TEL-RE-002

KNOW ALL MEN BY THESE PRESENT, that we the undersigned, (whether one or more) *Mercer County Regional Airport Authority (MCRAA)*, Grantor(s), do hereby grant and convey unto *West River Telecommunications Cooperative*, a cooperative corporation (hereafter called the "Cooperative"), grantee, whose address is P.O. Box 467, Hazen, North Dakota, and its respective successors, assigns, lessees and agents, an easement to survey, construct, reconstruct, operate, upgrade, maintain, relocate, replace and remove such communication systems as the grantee may from time to time require, consisting of but not limited to cables, wires, poles, splicing boxes, surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon and over the land which the undersigned owns or in which the undersigned has any interest in the County of Mercer, State of *North Dakota*, and more particularly described as follows:

E1/2 Sec 16 T144N R86W

also the right of ingress and egress over and across the lands of the undersigned for the purpose of exercising the rights herein granted; to place surface markers beyond said strip, to clear and keep clear all trees, roots brush and other obstructions from the surface and subsurface of said strip of land. **The cable shall be placed within said 15 foot utility easement strip bordering the public right-of-way.** The undersigned for himself, his heirs, executors, administrators, successors, and assigns, hereby covenants that no structure shall be erected on said strip. **If relocation of telephone facilities is required by MCRAA or WRTC in the future WRTC will relocate at no costs incurred to MCRAA. MCRAA is not liable for any cable cuts or damages.**

The undersigned agrees that all poles, wire and other facilities, including telephone equipment, installed on the above described premises at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The term of this easement shall be for as long as needed by the grantee, and until a release of this easement is recorded, but to not extend beyond the maximum term authorized by law.

Access is hereby granted for a state or federal historical survey of the cable route, should one be required, unless checked. Access denied ☐

IN WITNESS WHEREOF, this instrument has been executed by the undersigned this the 27th day of June, 1994.

STATE OF NORTH DAKOTA)
)
COUNTY OF MERCER)

by: Les Gellatt, Chmn

by: Irene Iverson, Clerk

The foregoing instrument was acknowledged before me this 27th day of June, 1994. By Mercer County Regional Airport Authority (MCRAA).

My Commission Expires:

LEONA OBENAUER NOTARY PUBLIC STATE OF NORTH DAKOTA

Leona Obenauer

Notary Public, County of

LEONA OBENAUER, Notary Public
Mercer County, North Dakota
My Commission Expires April 8, 1999

Document No. 155123

OFFICE OF REGISTER OF DEEDS, COUNTY OF MERCER, North Dakota. I hereby certify that the within instrument was filed in this office for recording on the 18th day of July, A.D., 1994, at 10:10 o'clock A.M, and was duly recorded in Book 130, of Misc, on page 192

By _____ Deputy Jeanette Seiler
Register of Deeds

REGISTER OF DEEDS SEAL MERCER COUNTY, N. DAK.

$7.00 pd.

When recorded, please return to WEST RIVER TELECOMMUNICATION COOPERATIVE.

4351

130 Misc 192

WTR-RE-002

NO. 61

NOTICE OF RURAL WATER LINES
AND EASEMENTS FOR RURAL WATER LINES

Take notice that the Southwest Water Authority, with offices at 4665 2nd Street SW, West Industrial Park, Dickinson, North Dakota 58601, a political subdivision created by the North Dakota Legislature in 1991 to provide water to southwestern North Dakota, has executed water service agreements requiring water users to grant easements on lands which they own, and has obtained easements for water pipelines, and has installed water delivery facilities on certain lands in Mercer County.

Maps, easements, and water service agreements for these facilities are located at the Southwest Water Authority office and are available for inspection during normal office hours.

Said easements or facilities are located on the following described lands and are shown on the maps attached hereto.

Dated this 11th day of March, 2013.

Larry Bares
Chairman of the Board
Southwest Water Authority

Subscribed and sworn to me this 11th day of March, 2013.

ROGER A. KOLLING
Notary Public
State of North Dakota
My Commission Expires Sept. 2, 2016

Notary Public
Burleigh County, North Dakota
My Commission Expires:

194 Misc. 367

Easements Obtained in Mercer County

Township 143 North - Range 88 West 5th P.M.

Section 10 E½ NE¼
Section 11 NW¼, N½ NE¼
Section 12 NW¼ NW¼, SW¼ SW¼
Section 13 SW¼ SW¼
Section 14 SE¼ SW¼, S½ SE¼
Section 25 SW¼ NW¼
Section 26 SE¼ NE¼, NE¼ SE¼

Township 144 North - Range 84 West 5th P.M.

Section 7 SW¼
Section 17 SW¼, S½ SE¼
Section 18 S½ NW¼, NE¼ SW¼, SE¼
Section 20 NE¼ NE¼
Section 21 N½ NW¼ and SE¼ NW¼, NE¼, NE¼ SE¼
Section 22 S½ SW¼ and NW¼ SW¼
Section 26 S½ NW¼ and NW¼ NW¼, SW¼, SW¼ SE¼
Section 27 NE¼ NW¼, S½ NE¼ and NW¼ NE¼, S½ SE¼ and NE¼ SE¼
Section 34 NE¼, NE¼ SE¼
Section 35 N½ NW¼, NW¼ NE¼, S½ SW¼ and NW¼ SW¼
Section 36 SW¼ SW¼

Township 144 North - Range 85 West 5th P.M.

Section 1 E½ NE¼, NE¼ SE¼
Section 4 N½ NW¼
Section 5 S½ NW¼, NE¼, W½ SW¼
Section 7 SE¼ SE¼
Section 8 W½ NW¼, W½ SW¼
Section 12 E½ SE¼
Section 13 N½ NE¼
Section 17 N½ NW¼ and SW¼ NW¼
Section 18 NE¼, E½ SE¼
Section 19 NE¼ NE¼

Township 144 North - Range 86 West 5th P.M.

Section 2 N½ NW¼, N½ NE¼
Section 3 NW¼ NW¼, SW¼ SW¼
Section 4 E½ NE¼, SW¼ SW¼, E½ SE¼ and SW¼ SE¼
Section 5 E½ NW¼, SE¼ NE¼, E½ SW¼, N½ SE¼
Section 6 N½ NW¼ and SE¼ NW¼, SW¼ SW¼, W½ SE¼
Section 7 N½ NW¼
Section 8 NE¼ NW¼, SE¼ SE¼
Section 9 NW¼ NE¼, S½ SW¼, S½ SE¼
Section 10 S½ SW¼
Section 11 S½ SW¼
Section 12 SW¼ SW¼
Section 13 NW¼ NW¼

Township 144 North – Range 86 West 5th P.M. (continued)

Section 14 E½ NW¼, W½ NE¼, E½ SW¼
Section 15 N½ NW¼ and SW¼ NW¼, N½ NE¼, W½ SW¼ and SE¼ SW¼
Section 16 NW¼, NW¼ NE¼, E½ SW¼, N½ SE¼ and SW¼ SE¼
Section 17 NE¼ NE¼, E½ SE¼ and SW¼ SE¼
Section 18 SE¼ NE¼, NW¼ SW¼, SE¼
Section 19 NW¼, NE¼, W½ SW¼, SE¼ SE¼
Section 20 NW¼ NW¼, E½ NE¼, W½ SW¼ and SE¼ SW¼, E½ SE¼ and SW¼ SE¼
Section 21 NW¼ NW¼, NW¼ NE¼
Section 28 W½ NW¼, NW¼ SW¼
Section 29 NE¼ NE¼
Section 30 E½ NE¼, E½ SE¼
Section 31 NE¼ NE¼

Township 144 North - Range 87 West 5th P.M.

Section 1 N½ NE¼, SE¼ SE¼
Section 3 N½ NW¼ and SE¼ NW¼, W½ NE¼, E½ SW¼, N½ SE¼
Section 4 NE¼, N½ SW¼, NW¼ SE¼
Section 6 W½ NW¼, W½ SW¼
Section 7 NW¼ NW¼
Section 8 N½ SW¼ and SW¼ SW¼, W½ SE¼
Section 10 NE¼ NW¼, N½ NE¼ and SE¼ NE¼, SW¼ SW¼, SE¼
Section 11 SW¼ NW¼, W½ SW¼, SE¼ SE¼
Section 12 SW¼ SW¼, SW¼ SE¼
Section 13 NW¼ NW¼ and SE¼ NW¼, NE¼ SW¼, N½ SE¼
Section 14 W½ NW¼, NE¼ NE¼, W½ SW¼
Section 15 S½ NE¼, NE¼ SE¼
Section 17 NW¼ SW¼
Section 18 SE¼ NE¼, W½ SW¼, NE¼ SE¼
Section 20 NW¼ NW¼
Section 24 SE¼ SW¼, SE¼ SE¼
Section 25 N½ NW¼ and SW¼ NW¼, N½ NE¼ and SE¼ NE¼
Section 28 SW¼ SW¼, SW¼ SE¼
Section 29 SW¼ NW¼, S½ SE¼
Section 30 S½ NW¼, S½ NE¼, W½ SW¼, E½ SE¼
Section 32 SE¼ NE¼
Section 33 N½ NW¼ and SW¼ NW¼, N½ NE¼, W½ SW¼ and SE¼ SW¼
Section 34 N½ NW¼, N½ NE¼ and SE¼ NE¼, S½ SE¼

Sears
Hearing Aid Centers
What will your miracle sound like?
Miracle Ear Center at Sears
1-25 & 12th Ave., S. West Acres RSC Fargo, ND 58103 (701) 277-1478 1-800-279-1569
2600 S. Columbia Rd Columbia Mall Grand Forks, ND 58201 (701) 772-5313 1-888-721-6941
2460 19th St. SW Dakota Square Minot, ND 58701 (701) 852-1857 1-800-272-7528
2700 State St Gateway Mall Bismarck, ND 58501 (701) 222-2488 1-888-313-6932
Miracle Ear - Dickinson
669 12th St. West • Dickinson, ND 58601 • (701) 483-3588 • 1-866-396-6388

MAP OF

T 144 N R 86 W

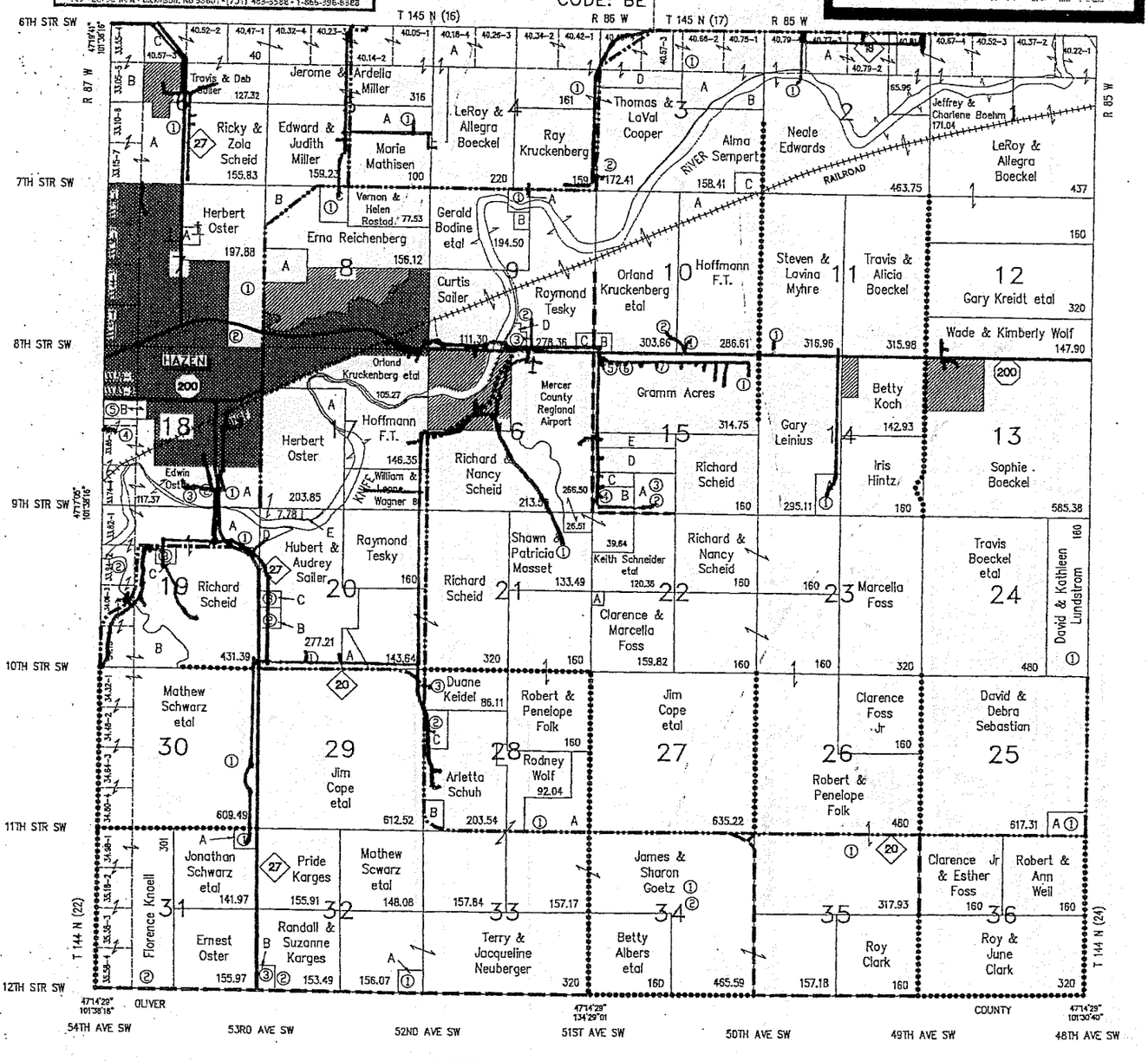
TOWNSHIP: 144 N
MERCER COUNTY

MIDLAND ATLAS COMPANY LLC COPYRIGHT 2007

RANGE: 86 W
NORTH DAKOTA

CODE: BE

INTERSTATE ENGINEERING
Steve Dorval, P.E.
P.O. Box 742
117 Highway 49 North
Beulah, ND 58523-0742
701-873-2266
701-873-2627
701-426-7139
steved@ienginc.com
www.ienginc.com
Professionals you need, people you trust



SEE LETTERED SMALL TRACTS DIRECTORY FOLLOWING TOWNSHIP MAPS

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MORTGAGEE
MORTGAGOR
INDEXED

201675

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 3/14/2013 at 10:46 AM, and was duly recorded as Book 194 MISC on Page 367 Fee: $286.00

County Recorder Brenda L. Cook

By Deputy

Return To: ND STATE WATER COMMISSION, 900 E BOULEVARD A
chg DEPT 770 BISMARCK, ND 58505-0850

COUNTY RECORDER
SEAL
MERCER COUNTY, N. DAK.

Parcel 2

Parcel Background

Parcel 2 was acquired at the same time as Parcels 1 and 3 for the purpose of establishing the original airport and a runway with a northwest to southeast alignment. The property was acquired in 1983 and later transferred from the Hazen Airport Authority to the Mercer County Regional Airport Authority in 1992.

Property Record

MCD 148774 Warranty Deed (see Parcel 1)
MCD 149702 Warranty Deed (see Parcel 1)

Encumbrances

MCD 168998 ELE-RE-001 OMEC (see Parcel 1)
MCD 209481 ELE-RE-002 OMEC (see Parcel 1)
MCD 209488 ELE-RE-004 OMEC (see Parcel 1)
MCD 118748 TEL-RE-001 WRTC (see Parcel 1)
MCD 155123 TEL-RE-002 WRTC (see Parcel 1)
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



Parcel 3

Parcel Background

Parcel 3 was acquired at the same time as Parcels 1 and 2 for the purpose of establishing the original airport and a runway with a northwest to southeast alignment. The property was acquired in 1983 and later transferred from the Hazen Airport Authority to the Mercer County Regional Airport Authority in 1992. Note in the image below that there is Parcel 3 and an area identified as 3*. The 3* area was acquired in 1983 as a part of Parcel 3 but was later included in the acquisition of Parcel 14 to the south that was acquired in 1993.

Property Record

MCD 148774 Warranty Deed (see Parcel 1)
MCD 149702 Warranty Deed (see Parcel 1)

Encumbrances

MCD 168998 ELE-RE-001 OMEC (see Parcel 1)
MCD 209481 ELE-RE-002 OMEC (see Parcel 1)
MCD 209487 ELE-RE-003 OMEC
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



ELE-RE-003

RIGHT-OF-WAY EASEMENT

NO. 64

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (Whether one or more) Hazen Park Board, a municipal corporation,

(unmarried) (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Hazen, North Dakota, and to its successors or assigns, the right to enter upon lands of the undersigned, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section Sixteen (16), Township One Hundred Forty-four (144), Range Eighty-six in Mercer County, North Dakota.

In consideration of the execution of this easement, it is understood that the line shall be so construted that it will not interfer with the Northwest Airport runway.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of November, 1957.

Signed, sealed, and delivered in the presence of:

HAZEN PARK BOARD, A MUNICIPAL CORPORATION

By _____
President

ATTEST: _____
Secretary

(1)

STATE OF NORTH DAKOTA)
) ss
County of)

On this day of , 19 , before me, a Notary Public in and for said County and State, personally appeared known to me to be the person who described in and who executed the foregoing instrument and acknowledged to me that he excuted the same.

_____
Notary Public in and for the County of and State of North Dakota

My commission expires _____

208 Misc 125

(2)

STATE OF NORTH DAKOTA)
) ss
County of)

On this day of , 19 , before me a Notary Public within and for the State of North Dakota personally appeared known to me to be the President and Secretary, respectively, of the corporation that is described in and that executed the foregoing and within instrument, and acknowledged to me that such corporation executed the same.

T. A. Saller
Notary Public in and for the County of Mercer and State of North Dakota.

My commission expires July 14, 1962

(3)

STATE OF NORTH DAKOTA)
) ss
County of)

Subscribed and sworn to before me this day of , 19

Notary Public in and for the County and State of North Dakota

My commission expires

(3)

STATE OF NORTH DAKOTA)
) ss
County of)

On this day of , 19 , before me a Notary Public within and for the State of North Dakota personally appeared known to me to be one of the persons described in and who executed the foregoing instrument as a witness, and who proved to me that the person who and/or whose names are subscribed to the foregoing instrument are the persons described in it.

Notary Public in and for the County of and State of North Dakota.

My commission expires

MORTGAGEE
MORTGAGOR
INDEXED ✓

STATE OF NORTH DAKOTA
COUNTY OF MERCER

209487
OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/11/2015 at 1:26 PM, and was duly recorded a: Book 208 MISC on Page 125 Fee: $16.00

County Recorder Brenda L. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H
HAZEN, ND 58545

COUNTY RECORDER
SEAL
MERCER COUNTY, N DAK.

Parcel 4

Parcel Background

Parcel 4 was acquired in 1987 for the original airport for the southern end of the runway with a northwest to southeast alignment. The property was later transferred from the Hazen Airport Authority to the Mercer County Regional Airport Authority in 1993.

Property Record

MCD 138687 Warranty Deed
MCD 151060 Warranty Deed

Encumbrances

MCD 209489 ELE-RE-005 OMEC
MCD 155123 TEL-RE-002 WRTC (see Parcel 1)
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



DLR/fmk

310—WARRANTY DEED—CORPORATION TO CORPORATION GLOBE GAZETTE PRINTERY, N.D.

NO. 25

THIS INDENTURE, Made this 24th day of September, 19 87, between Union State Bank

a corporation under the laws of the State of North Dakota, grantor, and Hazen Airport Authority, a Municipal Airport Authority

a corporation under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 202, Hazen, ND 58545.

WITNESSETH, For and in consideration of the sum of Five-Hundred and 00/100---------- Dollars, grantor does hereby GRANT to grantee, all of the following real property lying and being in the County of Mercer and State of North Dakota, and described as follows, to-wit: A tract of land lying in the NE¼SE¼ of Section 16, Township 144 North, Range 86 West, Mercer County, North Dakota, more particularly described as follows, to wit: Beginning at a point which is the Northeast corner of the SE¼ of said Section 16; thence on an azimuth of 179°34'11" a distance of 397.63 feet along the east line of said SE¼; thence on an azimuth of 311° 45'54" a distance of 595.98 feet along a line parallel to and 150 feet distant from the extended runway centerline as said runway is surveyed and constructed within said Section 16, to the north line of said SE¼; thence on an azimuth of 089°55'01" a distance of 441.55 feet along the north line of said SE¼ to the point of beginning.

Tract contains 2.02 Acres, according to the above description

And the grantor for itself, its successors and assigns, does covenant with the grantee that it 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 incumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the **County Auditor** for collection, subject to all outstanding mineral, gravel, clay & scoria severances, easements and rights-of-way 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.

IN TESTIMONY WHEREOF, The said grantor has caused these presents to be executed in its corporate name by its President and its Executive Vice-President/Secretary and its corporate seal to be hereunto affixed.

I CERTIFY THAT THE FULL CONSIDERATION PAID OR TO BE PAID FOR THE PROPERTY DESCRIBED IN THIS DEED.

IS $ 500.00

SIGNED: Dale L. Roemmich
GRANTEE OR AGENT

In the presence of

DATE: 9-28-87

Union State Bank

By Harvey Huber

Its President

By Charles Stroup

Its Executive Vice-President/Secretary

SEAL

STATE OF NORTH DAKOTA }
COUNTY OF Mercer } ss.

On this 24th day of September, 19 87, before me, personally appeared Harvey Huber and Charles Stroup to me known to be the President and Executive Vice-President/Secretary of the corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

Dale L. Roemmich
Notary Public

My commission expires:
DALE L. ROEMMICH
Notary Public, MERCER COUNTY, N. DAK.
My Commission Expires JAN. 7, 1988

, 19 , County, N. D.

DOC. NO 138687
COPIED
GRANTOR ✓
GRANTEE ✓
COMPARED
TRACT ✓
MARGINED

STATE OF NORTH DAKOTA }
COUNTY OF Mercer } ss.

I hereby certify that the within Deed was filed in this office for record on the 30th day of September, 19 87, at 11:40 o'clock A. M., and was duly recorded as Document No. 138687 in Book 95 of Deeds, Page 338.

Jeanette Sailer,
Register of Deeds

By Kathryn Schumann
Deputy

Delinquent taxes and special assessments or installments of special assessments paid and transfer entered this 30th day of Sept, 1987

Leora Rettereath
County Auditor

By Michelle R. Sailer
Deputy II

$7.00 pd Hazen Airport Authority
$5.00 fee
$2.00 Refund-P' Union State Bank

95 Deeds 338

NO. 36

Corp.-Corp.

CONFIRMATION DEED

THIS INDENTURE, made this 26th day of March, 1993, between HAZEN AIRPORT AUTHORITY, a Municipal Airport Authority, grantor, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One Dollar and Other Valuable Consideration, and in ratification of the acts of the Hazen Municipal Airport Authority in the conveyance of property to the Mercer County Regional Airport Authority as expressed in that Transfer Agreement between the parties dated June 2, 1992, a copy of the applicable provisions of which is attached hereto and incorporated by reference into this deed, grantor does grant, ratify, confirm, convey, and forever quit claim to grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

A tract of land lying in the NE/4SE/4 of Section 16, Township 144 North, Range 86 West, Mercer County, North Dakota, more particularly described as follows, to-wit: Beginning at a point which is the Northeast corner of the SE/4 of said Section 16; thence on an azimuth of 179°34'11" a distance of 397.63 feet along the east line of said SE/4; thence on an azimuth of 311°45'54" a distance of 595.98 feet along a line parallel to and 150 feet distant from the extended runway centerline as said runway is surveyed and constructed within said Section 16, to the north line of said SE/4; thence on an azimuth of 089°55'01" a distance of 441.55 feet along the north line of said SE/4 to the point of beginning. Tract contains 2.02 acres, according to the above description.

Subject to all outstanding mineral, gravel, clay and scoria severances, easements and rights-of-way of record.

This property was inadvertently left out of a deed between the parties dated June 2, 1992, recorded in Book 108, page 629. It is the intent of the parties this deed relate back to the aforementioned deed and be effective June 2, 1992.

And the said grantor for itself, its successors and assigns, does covenant with the grantee that it 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; 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.

IN TESTIMONY WHEREOF, the said grantor has caused these presents to be executed in its corporate name by its last officer, as permitted by Subsection 10-19.1-104(3) NDCC.

HAZEN AIRPORT AUTHORITY:

By: Lester Gellett
Lester Gellett

Its: Chairman

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 "e" of Section 6 of Section 11-18-02.2.

Signed: Patricia A. Donovan Dated: 3/26/93

110 Deed 113

NOW THEREFORE, HMAA and MCRAA in consideration of the mutual covenants and agreements contained herein agree as follows:

1. REAL PROPERTY:

HMAA hereby transfers to MCRAA all its right, title and interest to any and all airport real property it owns within the existing boundaries of the Hazen Municipal Airport and all easements associated outside the boundaries of the Airport as set out on Exhibit "A" attached hereto. Said transfer shall provide for the assumption by MCRAA of all obligations and assurances to the United States of America contained in various Grant Agreements and surplus property instruments of transfer between the United States and HMAA. HMAA hereby assigns to MCRAA all of its rights, title and interest in and under all leases and agreements described in Exhibit "B" attached hereto.

MCRAA hereby assumes all of HMAA duties and obligations, under said leases and agreements. HMAA and MCRAA shall execute all documents which may be required to implement and effect the transfers and assignments contemplated under this paragraph.

2. ASSUMPTION OF FINANCIAL OBLIGATIONS:

It is understood between MCRAA and HMAA that one outstanding Series 1984 Revenue Bond presently held by Union State Bank of Hazen, North Dakota, remains in the name of HMAA; and MCRAA hereby agrees to assume this outstanding bond. As of April 1, 1992, it is agreed that the outstanding principal balance is $19,174.80. It is further agreed that the consent of the bond holder, Union State Bank, must be secured prior to the

MAHONEY & MAHONEY
ATTORNEYS AT LAW
BOX 355
CENTER, NORTH DAKOTA 58530

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

On this 26th day of March, 1993, before me, personally appeared Lester Gellett, to me known to be the Chairman of the corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

Patrick A. Donovan
Notary Public
State of North Dakota

My Commission Expires:

PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires, DEC. 4, 1995

DOCUMENT NO. 151060

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS, PAID AND TRANSFER ENTERED THIS 29th DAY OF March, 19 93
Leola Retterath
COUNTY AUDITOR OF MERCER COUNTY, N. DAK.
by: Sandra K. Bahrer, Deputy

STATE OF NORTH DAKOTA
COUNTY OF MERCER
OFFICE OF REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 29th day of March 1993 at 10:00 o'clock A.M. and was duly recorded in Book 110-Deeds on Page 113.

Jeanette Sailer,
Register of Deeds
By Kathryn Schumann,
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N. DAK.

$9.00 Chg. Richardson Law Office

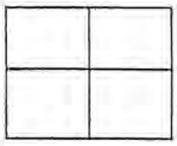
ELE-RE-005

NO. 66

RIGHT-OF-WAY EASEMENT

Mercer County Regional Airport Authority (hereinafter called the "Grantor") (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc. (hereinafter called "Grantee") whose post office address is Hazen, North Dakota 58545, and to its successors or assigns, an easement for 99 years, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

TOWNSHIP 144 NORTH, RANGE 86 WEST
Section 16: SE/4
Power line re-route from Terminal Building to Transducer Building



To construct, reconstruct, relocate, rephase, remove, repair, operate and maintain on or under the above described lands, and/or in, upon or under all streets, roads or highways abutting said lands, an electric distribution line or system; to cut, trim eradicate and control the growth by chemical means, machinery or otherwise, or trees and shrubbery located within -10- feet of the center of said line system, or that may interfere with or threaten to endanger the operation and maintenance of said line system (indicating any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification or communication purposes.

The undersigned Grantor agrees that all poles, wires, cables and other facilities including any main service entrance equipment installed on or below the above described lands at the Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service to or on said lands.

Any damages to the surface of the right-of-way or to crops, fences, gates, drains, ditches or lines of the Grantor, caused by the Grantee in the installation, repair, maintenance, reconstruction or removal of said electric properties and appurtenances, shall be promptly repaired, replaced or paid for by the Grantee, provided a claim therefore is presented to the Grantee at its General Office within ninety (90) days after such damages occur. If the amount of said damages cannot be agreed upon, the Grantor and Grantee shall each select an arbitrator, and these two shall select a third arbitrator, and the decision and award of the arbitrators shall be final.

The undersigned Grantor convenants and agrees that no barrier of trees, shrubs, etc., and no structure or building shall be placed over underground conduits and electric lines and no construction shall be maintained or placed beneath over-the-ground electric lines and associated structures without the express written consent of the Grantee.

This Easement also includes a right-of-access to and from said real estate and Grantee's right-of-way for the purpose of connecting or reconnecting any part of the Grantee's system to or from said property with said system or to or from any other property on or coming on said system.

This Easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance, and operation of Grantee's system on said right-of-way, including but not limited to, anchors, guy wires, supporting poles or structures and the like as they were originally constructed or may thereafter be constructed.

The overall operating height of vehicles and equipment known to cultivate or traverse lands within the easement is less than _____ feet.

Dated this 15 day of Dec, 2006.

Mercer County Regional Airport Authority
Carl B. Cooper Chairman

STATE OF NORTH DAKOTA)
)ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 15th day of December 2006, by Carl B. Cooper, Chairman of Mercer Cty Airport Authority (Grantor/s).

My Commission Expires:

Sienna Sailer
Notary Public, State of North Dakota

SIENNA SAILER
Notary Public
State of North Dakota
My commission expires Oct 13, 2012

208 Misc 133

MORTGAGEE
MORTGAGOR
INDEXED ✓

209489

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/11/2015 at 1:28 PM, and was duly recorded a: Book 208 MISC on Page 133 Fee: $13.00

County Recorder Brenda L. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H
HAZEN, ND 58545

COUNTY RECORDER
SEAL
MERCER COUNTY, N. DAK.

Parcel 5

Parcel Background

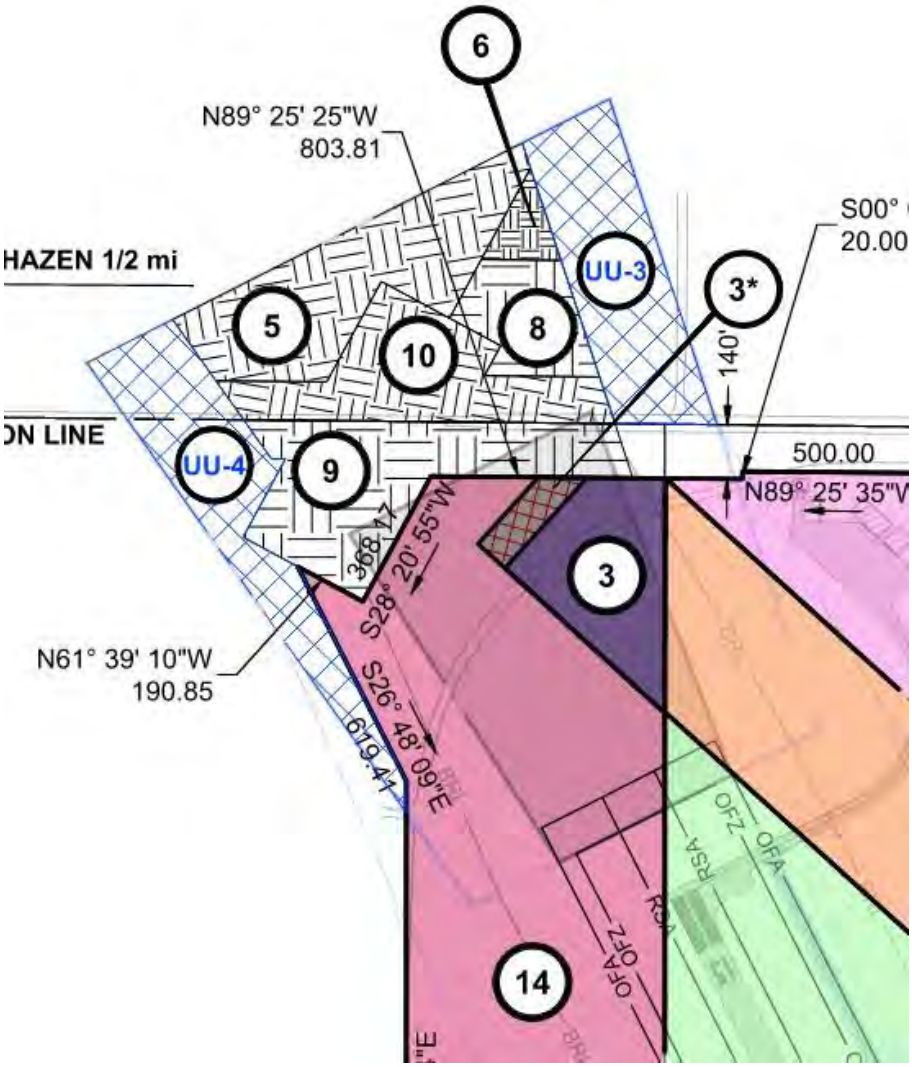
Parcel 5 was acquired at the same time as Parcels 6, 8, 9, and 10 for the purpose of securing an easement for the runway protection zone and approaches for the north end of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1992.

Property Record

MCD 150410 Avigation Easement

Encumbrances

Not Applicable



NO. 49

AVIGATION EASEMENT

WHEREAS, LINDA ROUNDS, hereinafter called the Grantor, whether one or more, is the owner in fee of that certain parcel of land situated in the County of MERCER and State of North Dakota, more particularly described as follows:

A tract of land located in the SW/4 of Section 9, Township 144 North, Range 86 West of the 5th Principal Meridian, being described as follows: Commencing at the Southeast corner of the SW/4 of said Section 9, thence westerly along the section line N 89°25'35" W., 1084.88 feet; thence N 35°20'26" W, 123.47 feet the North right-of-way line of ND Highway 200, this being the point of beginning; thence N 35°20'26" W, 194.21 feet; thence N 63°11'25" E 1010.00 feet; thence S 18°16'44" E 68.87 feet; thence S 28°21'25" W 439.61 feet; thence N 61°38'35" W, 200.00 feet; thence S 28°21'25" W 294.94 feet; thence N 89°25'35" W 285.83 feet to the point of beginning; the above described tract contains 5.13 acres, more or less. The South line of said Section 9 was assumed on a base bearing of N89°25'35" W and all other bearings are referenced to it.

A plat showing the above described parcel is attached hereto and incorporated herein.

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 2 of Section 6 of Section 11-18-02.2.

Signed: _____ Dated: 12/9/92

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, executors personal representatives, successors and assigns, do hereby grant, bargain, sell and convey unto the MERCER COUNTY REGIONAL AIRPORT AUTHORITY, whose address is P.O. Box 507, Hazen, ND 58545, hereinafter called the Grantee, its successors and assigns, for the use and benefit of the public, as easement and right-of-way, appurtenant to the MERCER COUNTY REGIONAL AIRPORT for the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomever owned and operated in the air space above Grantor's herein described property, together with the right to cause in all air space above the surface of Grantor's property, such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said MERCER COUNTY REGIONAL AIRPORT; and Grantor does hereby fully waive, remise and release any right or cause of action which they may now have or which they may have in the future against Grantee, his successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from or operating at or on said MERCER COUNTY REGIONAL AIRPORT.

125 MISC 513

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purposes.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said MERCER COUNTY REGIONAL AIRPORT shall be abandoned and shall cease to be used for public airport purposes.

And for the consideration hereinafter set forth, the Grantor, for himself, his assigns, administrators, executors, personal representatives, successors and heirs, do hereby agree that for an during the life of said easement and right-of-way, he will not hereafter erect, permit the erection of growth of, or permit or suffer to remain upon Grantor's property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, LINDA ROUNDS, the Grantor, has hereunto set his hand this 9 day of December, 1992.

Linda Rounds

Linda Rounds, Grantor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 9 day of December, 1992, by Linda Rounds.

Deborah S. Prock

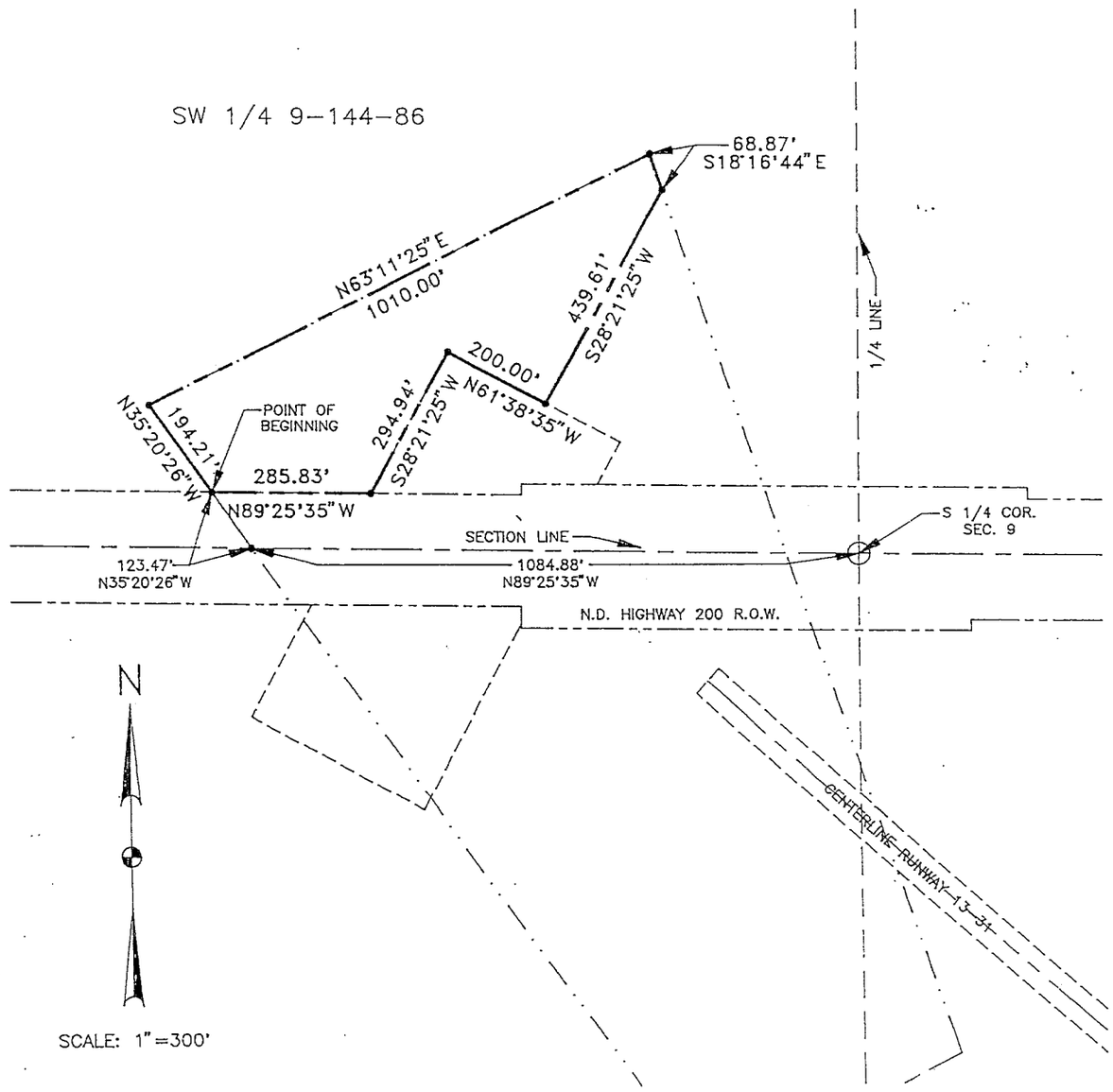
Notary Public
Mercer County, North Dakota

My Commission Expires:

DEBORAH S. PROCK
Notary Public, Mercer County, ND
My Commission Expires Nov. 11, 1997
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



RUNWAY PROTECTION ZONE EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE WESTERLY ALONG THE SECTION LINE N89°25'35"W, 1084.88 FEET; THENCE N35°20'26"W, 123.47 FEET THE NORTH RIGHT-OF-WAY LINE OF ND HIGHWAY 200, THIS BEING THE POINT OF BEGINNING; THENCE N35°20'26"W, 194.21 FEET; THENCE N63°11'25"E, 1010.00 FEET; THENCE S18°16'44"E 68.87 FEET; THENCE S28°21'25"W 439.61 FEET; THENCE N61°38'35"W, 200.00 FEET; THENCE S28°21'25"W 294.94 FEET; THENCE N89°25'35"W 285.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 5.13 ACRES, MORE OR LESS. THE SOUTH LINE OF SAID SECTION 9 WAS ASSUMED ON A BASE BEARING OF N89°25'35"W AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

DOCUMENT NO. 150410

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

5-5

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 17th day of Dec. 1992 at 10:00 o'clock A. M and was duly recorded in Book 125 Misc on Page 513.

Jeanette Sailer
Register of Deeds

By Kathryn Schumann
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

TRANSFER ENTERED THIS 17th DAY OF December 19 92

Linda Lottsfeldt COUNTY AUDITOR

BY Sandra K. Bekkel DEPUTY

$11.00 chg. Returned to Requestor

Parcel 6

Parcel Background

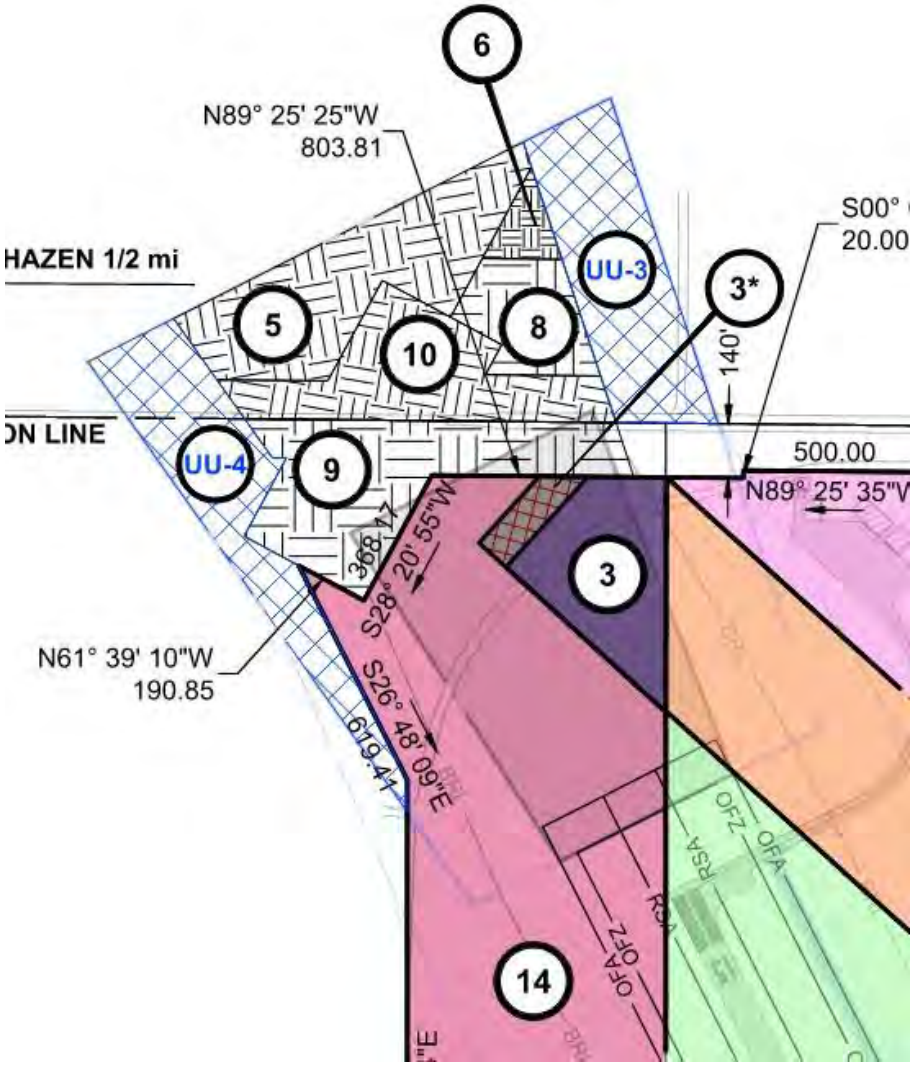
Parcel 6 was acquired at the same time as Parcels 5, 8, 9, and 10 for the purpose of securing an easement for the runway protection zone and approaches for the north end of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1992.

Property Record

MCD 150530 Avigation Easement

Encumbrances

Not Applicable



NO. 50

EASEMENT

THIS AGREEMENT, made and entered into this 31 day of December, 1992, by and between RAYMOND TESKY and WILMA TESKY, husband and wife, Owner and Grantor, whether one or more, of the Easement hereinafter described, whose post office address is Rural Route 2, Hazen, ND 58545, and the MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a public corporation, as Grantee of such Easement, whose post office address is P.O. Box 507, Hazen, ND 58545, is to the following effect;

IN CONSIDERATION of the sum of One and no/100 ($1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged by the Grantor, the Grantor, for himself, his heirs and his heirs, does hereby GRANT and CONVEY unto the Grantee, its successors and assigns, a Perpetual Avigational Easement and Right-of-Way for the free and unobstructed passage of aircraft in and through the air space above the tract of land hereinafter described, to-wit:

> A tract of land located in the Southwest Quarter of Section 9, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows:
>
> Commencing at the Southeast corner of Southwest Quarter of said Section 9, thence westerly along the section line N 89°25'35" W, 128.89 feet; thence N 18°16'44" W 443.81 feet, this being the point of beginning; thence N 89°25'35" W 205.49 feet; thence N 28°21'25" E 267.49 feet; thence S 18°16'44" E 250.06 feet to the point of beginning.
>
> The above described tract contains 0.56 acres, more or less. The South line of said Section 9 was assumed in a base bearing of N 89°25'35" W and all other bearings are referenced to it.

The Grantor covenants and agrees with the Grantee and its successors and assigns that no structures, trees, vegetation or obstacles of any nature which will interfere with the use of the air space subject to this Easement, or the operation of the Airport, will be erected, placed or allowed to grow within the boundaries of the above-described area, normal farm crops and pasture fences excepted.

This Easement shall be deemed to be one running with the land.

This Agreement and conveyance shall be binding upon all parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

125 MISC 563

Raymond Tesky, Grantor
R.T.

Wilma Tesky, Grantor
W.T.

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 1st day of January, 1993, by Raymond Tesky and Wilma Tesky, husband and wife.

Patrick A. Donovan
Notary Public
Mercer County, North Dakota

My Commission Expires:

PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires: DEC. 4, 1995

DOCUMENT NO. 150530

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS
I hereby certify that within instrument was filed in this office for record this 5th day of Jan. 1993 at 10:00 o'clock A. M and was duly recorded in Book 135-Misc. on Page 563.
Jeanette Sailer,
Register of Deeds
By Kathryn Schumann,
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

$7.00 Chg. Richardson Law Office

Parcel 7

Parcel Background

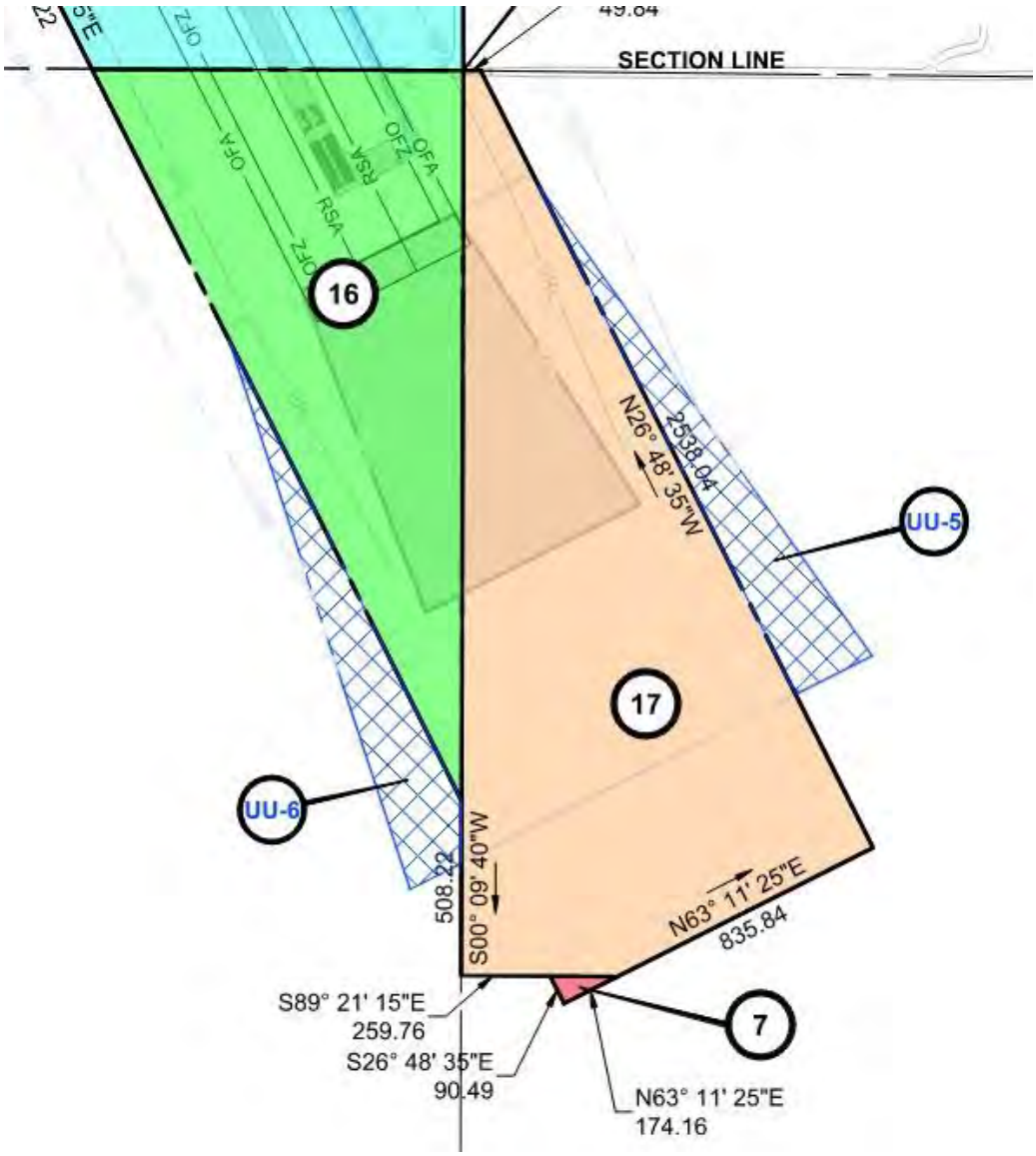
Parcel 7 was acquired at the same time as Parcels 13, 14, 15, 16, and 17 for the purpose of a new runway with a north-northwest to south-southeast alignment. Parcels 7 and 17 were primarily for the purpose of securing sufficient property for an eventual extension of the runway to the south. The property was acquired in 1993.

Property Record

MCD 150411 Warranty Deed

Encumbrances

none



Ind.-Corp. NO. 54

WARRANTY DEED

THIS INDENTURE, made this 11th day of December, 1992, between ERNEST OSTER and VIRGINIA OSTER, husband and wife, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars, and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

A tract of land located in the Southwest Quarter of Section 22, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows:

Commencing at the West Quarter corner of said Section 22; thence easterly along the quarter line S 89°21'15" E 259.76 feet to the point of beginning; thence continuing in an easterly direction S 89°21'15" E 196.26 feet; thence S 63°11'25" W 174.16 feet; thence N 26°48'35" W 90.49 feet to the point of beginning.

The above described tract contains 0.18 acres, more or less. The East-West Quarter line was assumed on a base bearing of S 89°21'15" E and all other bearings are referenced to it.

This property is shown on the attached Exhibit A, which is hereby incorporated herein and made a part of this deed.

THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS EXEMPT UNDER NDCC 11-18-02(6)(e).

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee that he is well seized in fee of the land and premises 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 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.

WITNESS, the hand of the grantor:

Ernest Oster
Ernest Oster

Virginia Oster
Virginia Oster

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 11th day of December, 1992, by Ernest Oster and Virginia Oster, husband and wife.

Kathleen K. Mettler
Notary Public - Kathleen K. Mettler
State of North Dakota

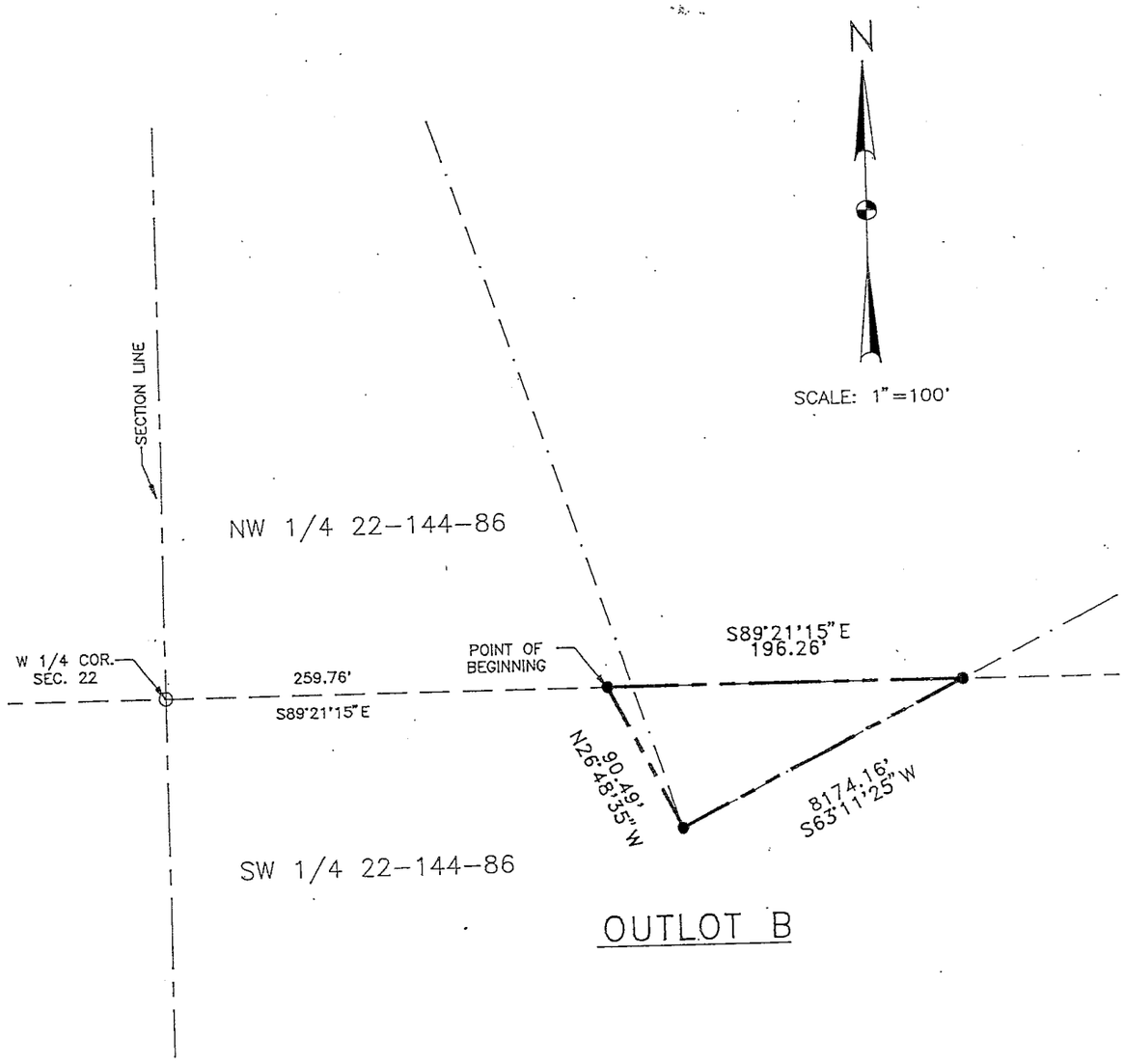
My Commission Expires:
May 11, 1994

KATHLEEN K. METTLER NOTARY PUBLIC STATE OF NORTH DAKOTA

109 Deed 329

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT B

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE EASTERLY ALONG THE QUARTER LINE S89°21'15"E 259.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN AN EASTERLY DIRECTION S89°21'15"E 196.26 FEET; THENCE S63°11'25"W 174.16 FEET; THENCE N26°48'35"W 90.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 0.18 ACRES, MORE OR LESS. THE EAST-WEST QUARTER LINE WAS ASSUMED ON A BASE BEARING OF S89°21'15"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

DOCUMENT NO. 150411

MORTGAGEE
MORTGAGOR ✓
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS
I hereby certify that within instrument was filed in this office for record this 17th day of Dec. 1992 at 10:00 o'clock A.M. and was duly recorded in Book 109-Deeds on Page 329.

Jeanette Sailer
Register of Deeds
By Kathryn Schumacher
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 17th DAY OF December 1992
Sandra K. Tabor
COUNTY AUDITOR OF MERCER COUNTY, N. DAK
by: Sandra K. Tabor, Deputy

$7.00 chg. Richards Law Office

Parcel 8

Parcel Background

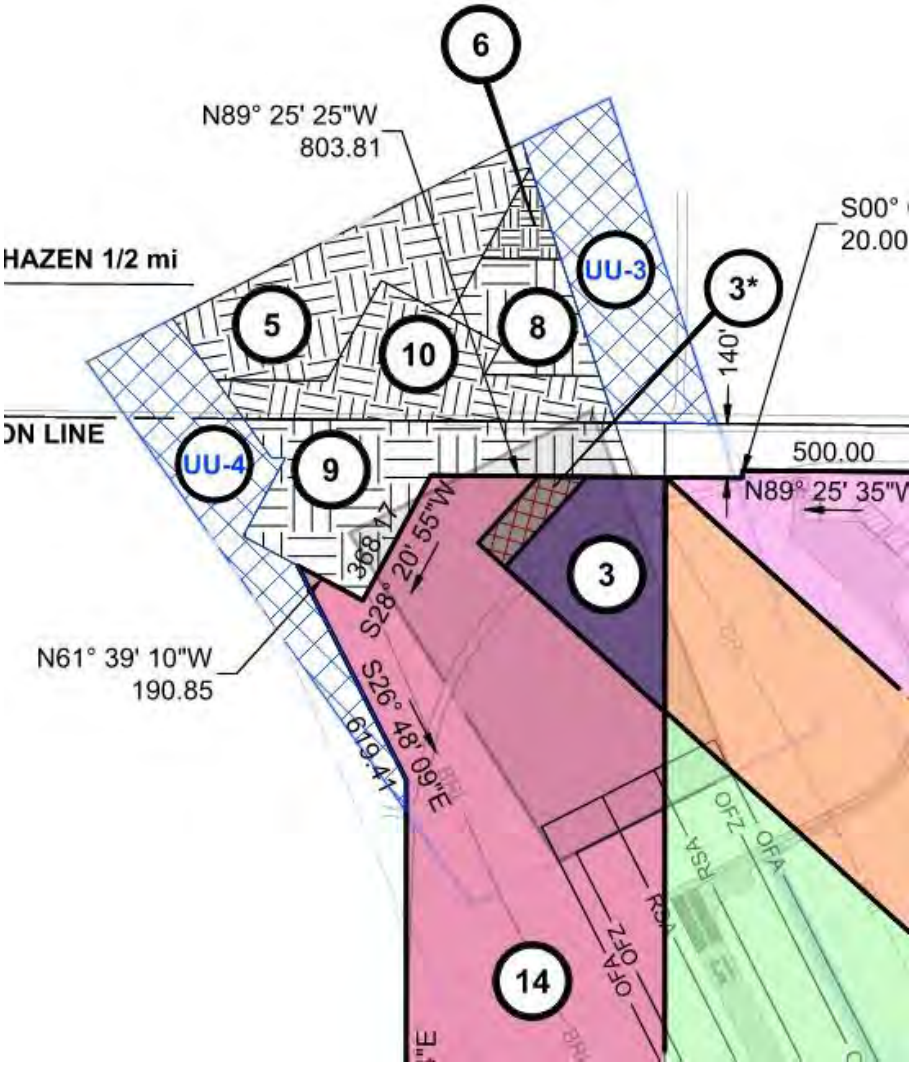
Parcel 8 was acquired at the same time as Parcels 5, 6, 9, and 10 for the purpose of securing an easement for the runway protection zone and approaches for the north end of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993.

Property Record

MCD 151375 Avigational Easement

Encumbrances

Not Applicable



NO. 52

AVIGATIONAL EASEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 1993, by and between CHARLES STROUP and SHARI STROUP, husband and wife, Owner and Grantor, whether one or more, of the Easement hereinafter described, whose post office address is Rural Route 2, Hazen, ND 58545, and the MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a public corporation, as Grantee of such Easement, whose post office address is P.O. Box 507, Hazen, ND 58545, is to the following effect;

IN CONSIDERATION of the sum of One and no/100 ($1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged by the Grantor. The Grantor, for himself and his heirs, does hereby GRANT and CONVEY unto the Grantee, its successors and assigns, an Avigational Easement and Right-of-Way for the free and unobstructed passage of aircraft in and through the air space above the tract of land hereinafter described, to-wit:

A tract of land located in the Southwest Quarter of Section 9, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows:

Commencing at the Southeast corner of Southwest Quarter of said Section 9, thence westerly along the section line N 89°25'35" W, 128.89 feet; thence N 18°16'44" W 126.80 feet to the North right-of-way line of ND Highway No. 200, this being the point of beginning; thence N 89°25'35" W 296.43 feet; thence N 28°21'25" E 87.93 feet; thence N 61°38'35" W 150.00 feet; thence N 28°21'25" E 172.12 feet; thence S 89°25'35" E 205.49 feet; thence S 18°16'44" E 317.01 feet to the point of beginning.

The above described tract contains 1.87 acres, more or less. The South line of said Section 9 was assumed in a base bearing of N 89°25'35" W and all other bearings are referenced to it.

~~This tract is shown on the attached parcel plat which is incorporated herein by reference.~~ MD

The easement and right-of-way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object, extending into the air space above an FAA defined imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purposes.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said MERCER COUNTY REGIONAL AIRPORT shall be abandoned and shall cease to be used for public airport purposes.

This Easement shall be deemed to be one running with the land.

This Agreement and conveyance shall be binding upon all parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Charles Stroup, Grantor

Shari Stroup, Grantor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Mercer)

The foregoing instrument was acknowledged before me this 13th day of May, 1993, by Charles Stroup and Shari Stroup, husband and wife.

Raymond Engbrecht
Notary Public
County, North Dakota

My Commission Expires:

RAYMOND ENGBRECHT NOTARY PUBLIC NORTH DAKOTA

Raymond Engbrecht
Notary Public, Mercer Co. N Dak.
Notary Public, Mercer Co. N.Dak.
My Commission Expires July 31, 1993

DOCUMENT NO. 151375

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF D
I hereby certify that within instrument was fi
in this office for record this 12th
day of May 1993 at 10:25 o'clock A. M.
and was duly recorded in Book 136 Misc
on Page 339.
Jeanette Sailer,
Register of Deeds
by Kathryn Schumann,
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

-2-

$7.00 chg. Richardson Law Office

Parcel 9

Parcel Background

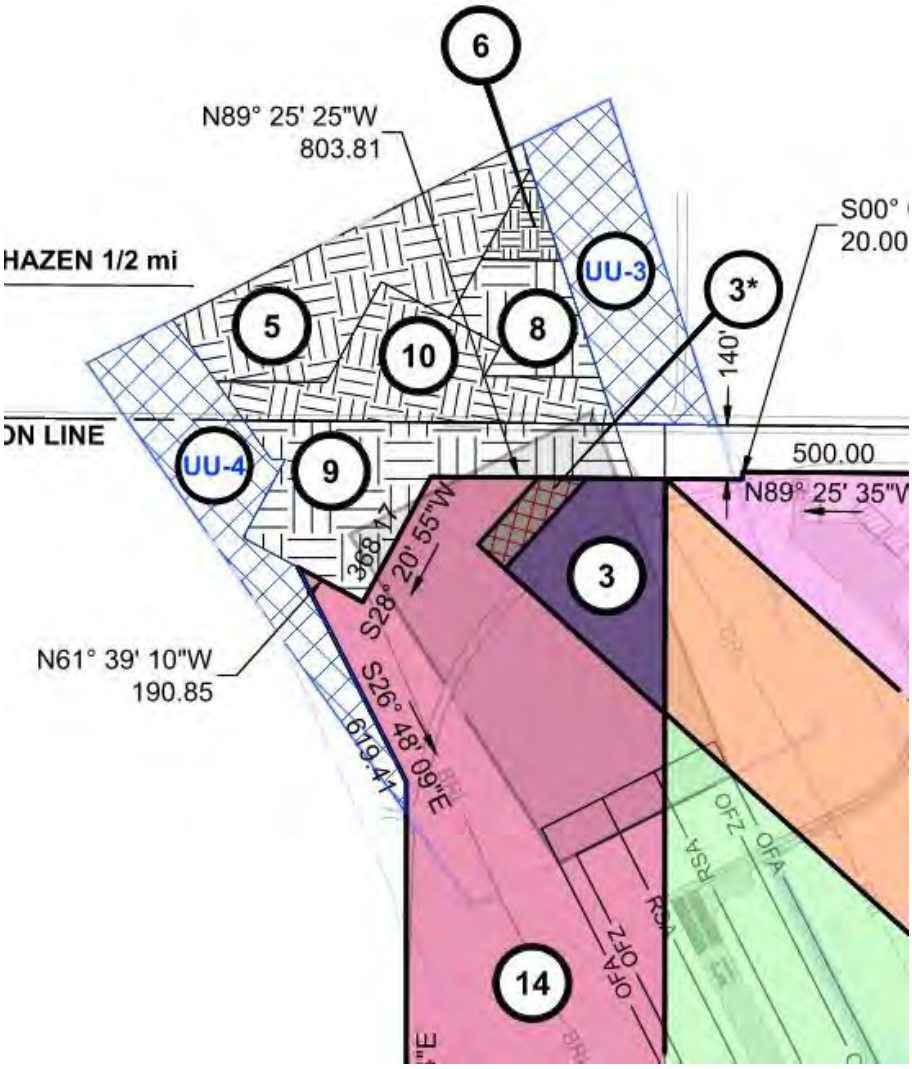
Parcel 9 was acquired at the same time as Parcels 5, 6, 8, and 10 for the purpose of securing an easement for the runway protection zone and approaches for the north end of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993.

Property Record

MCD 150833 Clear Zone Easement

Encumbrances

Not Applicable



No. 51

CLEAR ZONE EASEMENT

WHEREAS, the state of North Dakota, by and through the North Dakota Department of Transportation, hereinafter called NDDOT, are the owners in fee of those certain tracts of land situated in the county of Mercer, state of North Dakota, more particularly described as follows:

Those portions of the NW¼ of Sec. 16, Twp 144 N., Rge. 86 W., 5th P.M., and SW¼ of Sec. 9, Twp. 144 N. Rge. 86 W., 5th P.M., which tracts of land are identified as Parcel 1 and Parcel 2 on Exhibit A and B attached hereto and made a part hereof, said tracts of land being hereinafter referred to as "Parcel 1" and "Parcel 2"; and

WHEREAS, the Mercer County Regional Airport Authority, hereinafter called the Grantee, is the owner and operator of the Hazen Airport, as shown on Exhibits C and D, attached hereto and situated in the county of Mercer, state of North Dakota, is in close proximity to the said Parcel 1 and Parcel 2; and

WHEREAS, it is deemed necessary that those portions of Parcel 1 and Parcel 2 which lie within the northwesterly clear zone area of the southeasterly/northwesterly runway of said airport be and remain free and clean of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the said Hazen Airport, which said clear zone area is more particularly described as follows:

Parcel 1

A tract of land located in the NW¼-16-144-86 and described as follows: Commencing at the NE corner of the NW¼ of said Section 16; thence westerly along the section line N89°25'35"W 128.89 feet to the point of beginning; thence S18°16'44"E 147.94 feet; thence westerly along the south right of way line of ND Highway 200 N89°25'35"W 522.20 feet; thence S28°21'25"W 368.19 feet; thence N61°38'35"W 350.00 feet; thence N28°21'25"E 229.00 feet; thence westerly along the south right of way line of ND Highway 200 N89°25'35"W 35.60 feet; thence N35°20'26"W 123.47 feet; thence easterly along the section line S89°25'35"E 956.96 feet to the point of beginning, containing 5.19 acres, more or less. The north line of said Section 16 was assumed on a base bearing of N89°25'35"W, and all other bearings are referenced to it. Said tract is shown on the attached plat, identified as "Exhibit A" and made a part hereof, which property is described thereon as "Parcel 1."

126 Misc 37

Parcel 2

A tract of land located in the SW¼-9-144-86 and described as follows: Commencing at the SE corner of the SW¼ of said Section 9; thence westerly along the section line N89°25'35"W 128.89 feet to the point of beginning; thence continuing westerly N89°25'35"W 956.96 feet; thence N35°20'26"W 123.47 feet; thence easterly along the north right of way line of ND Highway 200 S89°25'35"E 285.83 feet; thence N28°21'25"E 294.94 feet; thence S61°38'35"E 350.0 feet; thence S28°21'25"W 87.93 feet; thence easterly along the north right of way line of ND Highway 200 S89°25'35"E 296.43 feet; thence S18°16'44"E 126.80 feet to the point of beginning, containing 4.00 acres, more or less. The south line of said Section 9 was assumed on a base bearing of N89°25'35"W, and all other bearings are referenced to it. Said tract is shown on the attached plat, identified as "Exhibit B" and made a part hereof, which property is designated thereon as "Parcel 2."

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollars ($1.00), paid by the Grantee to NDDOT, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the NDDOT, for themselves, their heirs, successors, and assigns, do hereby covenant and agree with the Grantee, that, for the benefit of the public in its use of the Airport, they will not hereafter erect, or permit the erection or growth, of any structure, tree, or other object within that portion of Parcel 1 and Parcel 2 which lies within the northwesterly clear zone area of the southeasterly/northwesterly runway which area is identified on the said Exhibit A and B to a height above the clear zone approach surface for that clear zone area as also identified on the said Exhibit A and B, said clear zone approach surface being an inclined plane with a slope of 34:1 one foot of elevation for each 34 feet of horizontal distance located directly above the clear zone approach area, which included plane has an elevation of 1,786 mean sea level as its inner and lower edge along line AB as shown on Exhibit A and B, and an elevation of 2,080.12' mean seal level at its outer and upper edge along line CD as shown on said Exhibit A and B, and

The NDDOT, for themselves, their heirs, successors, and assigns, for the said consideration, do hereby grant and convey to the Grantee, its agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the air space above that part of said structure, tree, or other object into the air space above that part of said approach surface which is directly over Parcel 1 and Parcel 2, and to remove from such air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any and all structures, trees, or other objects that may at any time project or extend above the said approach surface; together with the right of ingress to, egress from, and passage over the land of NDDOT within the said clear zone approach area for such purposes;

The terms of this agreement shall not be construed to prevent the use of North Dakota Highway 200 for the operation of motor vehicles.

TO HAVE AND TO HOLD said easement and all right appertaining thereto unto the Grantee, its successors and assigns, until said Hazen Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the NDDOT, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, that portion of Parcel 1 and Parcel 2 which lies within the clear zone approach area shall be the servient tenement and the said Hazen Airport shall be the dominant tenemant.

IN WITNESS WHEREOF, the NDDOT have hereunto set their hands and seals this 16th day of February 1993.

APPROVED as to form this
16th day of February 1993
ATTORNEY GENERAL
By [signature]
ASST. ATTORNEY GENERAL

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

By: [signature]
Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF BURLEIGH)

On this 17th day of February 1993, before me, a notary public within and for said county and state, personally appeared Marshall W. Moore, known to me to be the Department of Transportation director for the state of North Dakota, and acknowledged to me that he executed the within instrument for and in behalf of the state of North Dakota.

[signature]
Notary Public, North Dakota

My commission expires: 2-4-99

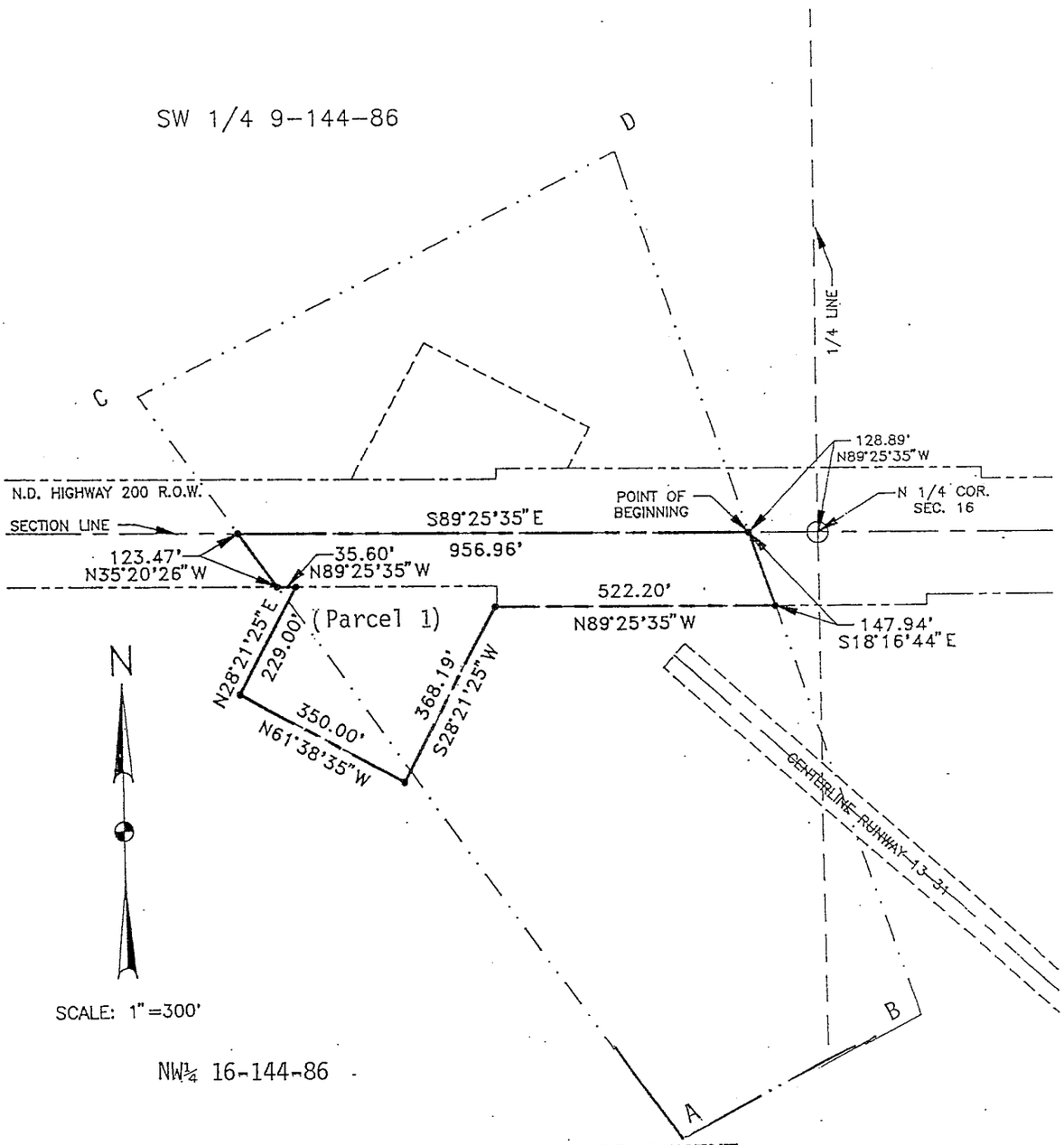
JEAN A. MONROE NOTARY PUBLIC STATE OF NORTH DAKOTA
SEAL

JEAN A. MONROE
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires FEB. 4, 1999

"EXHIBIT A"

PARCEL PLAT 1

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



RUNWAY PROTECTION ZONE EASEMENT

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

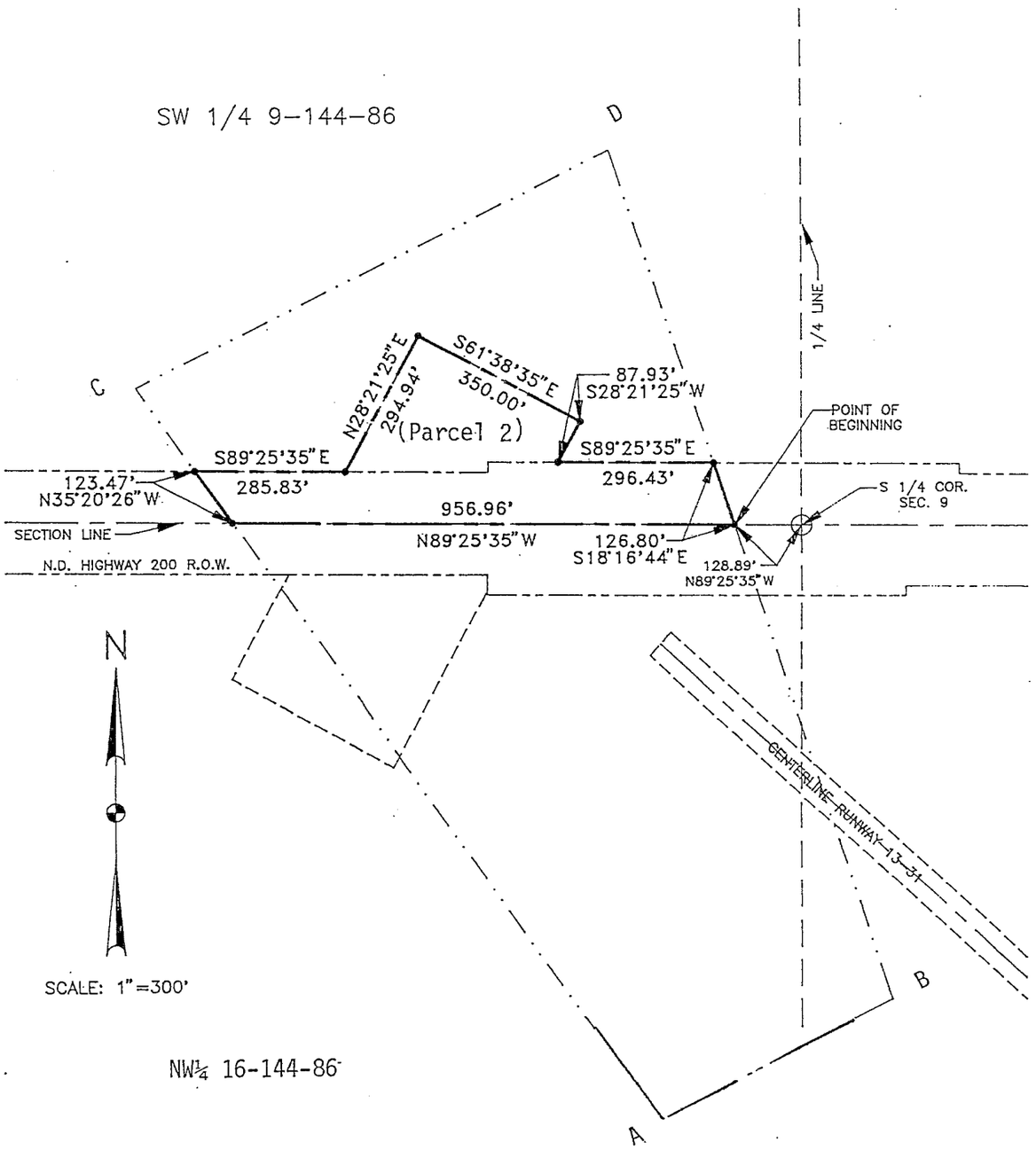
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE WESTERLY ALONG THE SECTION LINE N89°25'35"W 128.89 FEET TO THE POINT OF BEGINNING; THENCE S18°16'44"E 147.94 FEET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF ND HIGHWAY 200 N89°25'35"W 522.20 FEET; THENCE S28°21'25"W 368.19 FEET; THENCE N61°38'35"W 350.00 FEET; THENCE N28°21'25"E 229.00 FEET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF ND HIGHWAY 200 N89°25'35"W 35.60 FEET; THENCE N 35°20'26"W 123.47 FEET; THENCE EASTERLY ALONG THE SECTION LINE S89°25'35"E 956.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 5.19 ACRES, MORE OR LESS. THE NORTH LINE OF SAID SECTION 16 WAS ASSUMED ON A BASE BEARING OF N89°25'35"W, AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

"EXHIBIT B"

PARCEL PLAT 2

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



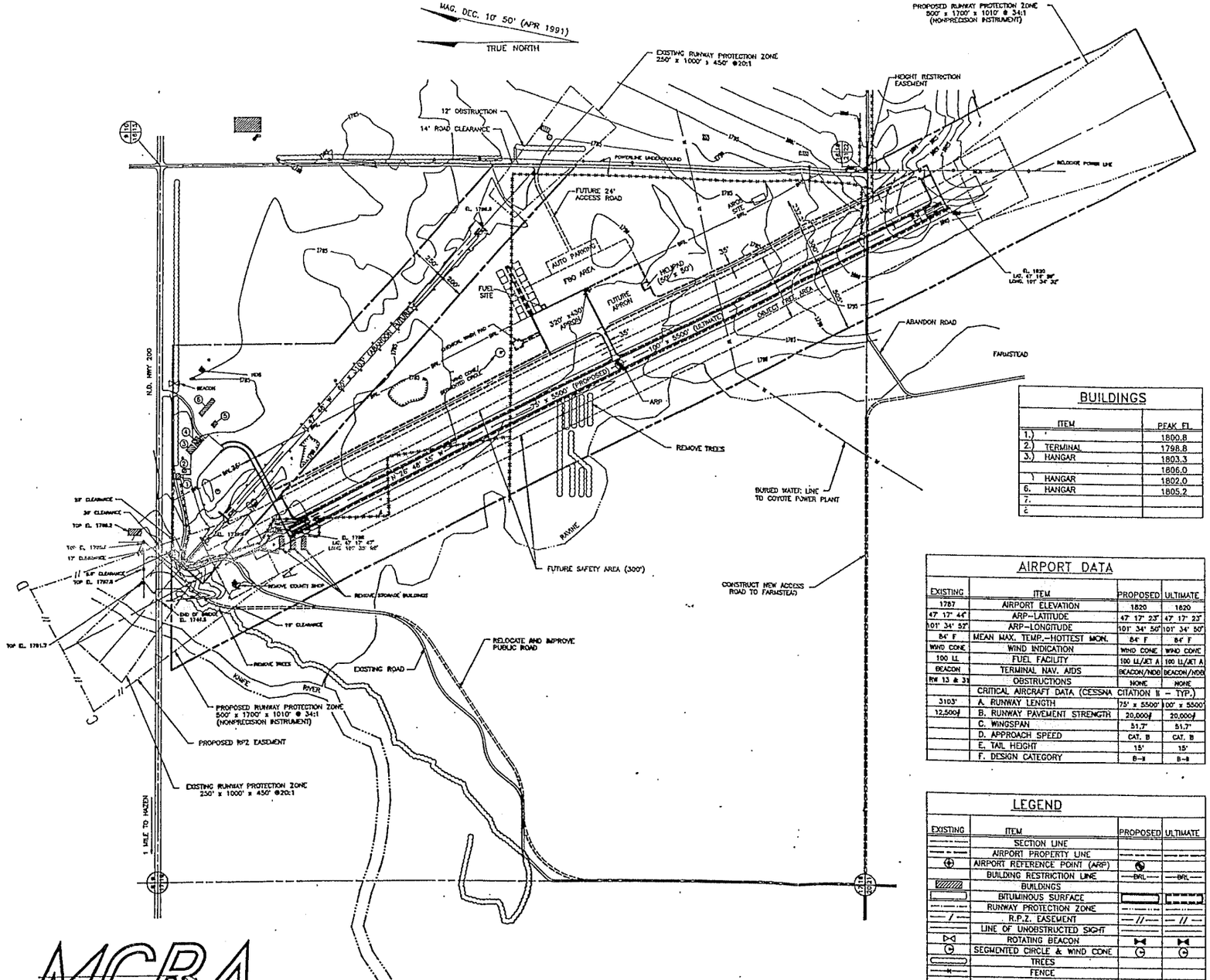
RUNWAY PROTECTION ZONE EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE WESTERLY ALONG THE SECTION LINE N89°25'35"W 128.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY N89°25'35"W 956.96 FEET; THENCE N 35°20'26"W 123.47 FEET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF ND HIGHWAY 200 S89°25'35"E 285.83 FEET; THENCE N28°21'25"E 294.94 FEET; THENCE S61°38'35"E 350.00 FEET; THENCE S28°21'25"W 87.93 FEET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF ND HIGHWAY 200 S89°25'35"E 296.43 FEET; THENCE S18°16'44"E 126.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 4.00 ACRES, MORE OR LESS. THE SOUTH LINE OF SAID SECTION 9 WAS ASSUMED ON A BASE BEARING OF N89°25'35"W, AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

"EXHIBIT C"



RUNWAY DATA		14-32	
13-31 EXISTING	ITEM	PROPOSED	ULTIMATE
60' x 3103'	RUNWAY DIMENSIONS	75' x 5500'	100' x 5500'
8.1'	MAX. DIFF. RUNWAY ℄ ELEV.	34'	34'
12,500	PAVEMENT STRENGTH (LBS.)	20,000	20,000
20:1	APPROACH SURFACE	34:1	34:1
LIRL/LITL	RUNWAY/TAXIWAY LIGHTING	MIRL/MITL	MIRL/MITL
BASIC-VFR	RUNWAY MARKING	NP	NP
BITUMINOUS	LANDING SURFACE	BITUMINOUS	BITUMINOUS
NDB	APPROACH AIDS	PAPI/NDB	PAPI/NDB
85.4	% WIND COVERAGE	91.2	96.9
--	COMBINED COVERAGE	--	--
	OBJECT FREE AREA	500' x 6700'	500' x 6700'

BUILDINGS

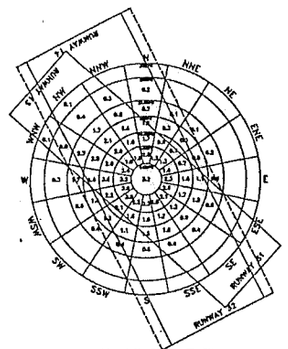
	ITEM	PEAK EL.
1.		1800.8
2.	TERMINAL	1798.8
3.	HANGAR	1803.3
4.		1806.0
5.	HANGAR	1802.0
6.	HANGAR	1805.2
7.		
8.		

AIRPORT DATA

EXISTING	ITEM	PROPOSED	ULTIMATE
1787	AIRPORT ELEVATION	1820	1820
47° 17' 44"	ARP--LATITUDE	47° 17' 23"	47° 17' 23"
101° 34' 52"	ARP--LONGITUDE	101° 34' 50"	101° 34' 50"
84° F	MEAN MAX. TEMP.--HOTTEST MON.	84° F	84° F
WIND CONE	WIND INDICATION	WIND CONE	WIND CONE
100 LL	FUEL FACILITY	100 LL/JET A	100 LL/JET A
BEACON	TERMINAL NAV. AIDS	BEACON/NDB	BEACON/NDB
RW 13 & 31	OBSTRUCTIONS	NONE	NONE
	CRITICAL AIRCRAFT DATA (CESSNA CITATION II - TYP.)		
3103'	A. RUNWAY LENGTH	75' x 5500'	100' x 5500'
12,500#	B. RUNWAY PAVEMENT STRENGTH	20,000#	20,000#
	C. WINGSPAN	51.7'	51.7'
	D. APPROACH SPEED	CAT. B	CAT. B
	E. TAIL HEIGHT	15'	15'
	F. DESIGN CATEGORY	B-II	B-II

LEGEND

EXISTING	ITEM	PROPOSED	ULTIMATE
	SECTION LINE		
	AIRPORT PROPERTY LINE		
⊕	AIRPORT REFERENCE POINT (ARP)	⊕	
	BUILDING RESTRICTION LINE	BRL	BRL
	BUILDINGS		
	BITUMINOUS SURFACE		
	RUNWAY PROTECTION ZONE		
	R.P.Z. EASEMENT	//	//
	LINE OF UNOBSTRUCTED SIGHT		
⋈	ROTATING BEACON	⋈	⋈
⊕	SEGMENTED CIRCLE & WIND CONE	⊕	⊕
	TREES		
H	FENCE		



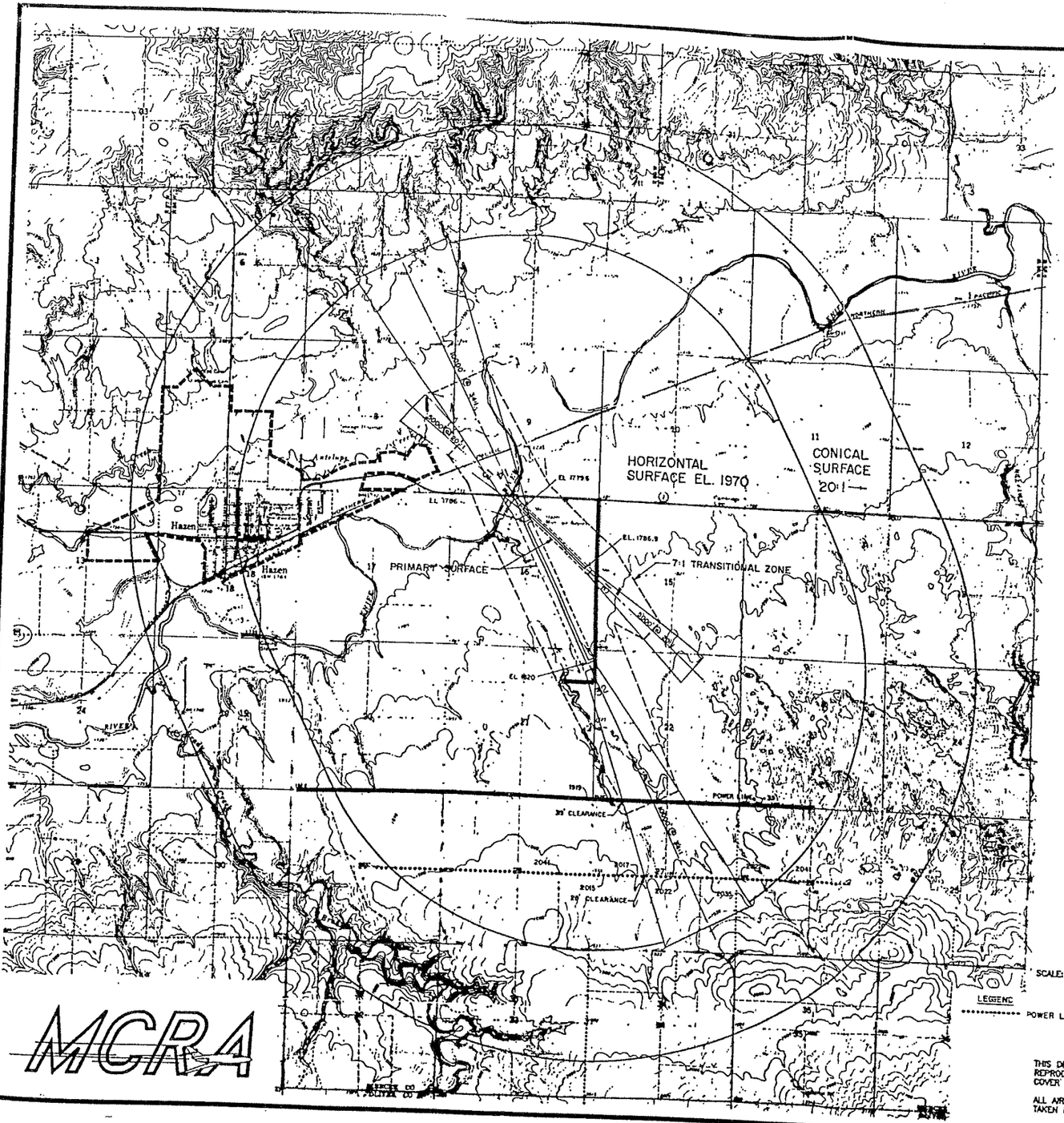
WINDROSE

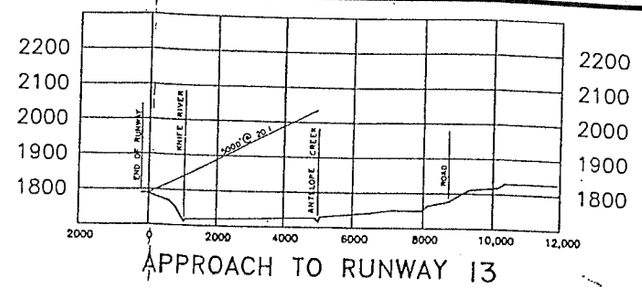
PRELIMINARY AIRPORT LAYOUT PLAN
HAZEN MUNICIPAL AIRPORT
HAZEN, NORTH DAKOTA

SHEET 1 OF 2

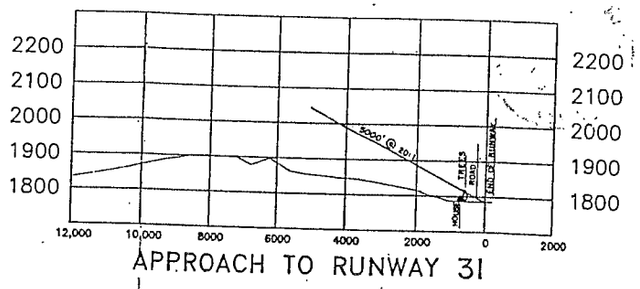
MCRA

"EXHIBIT D"

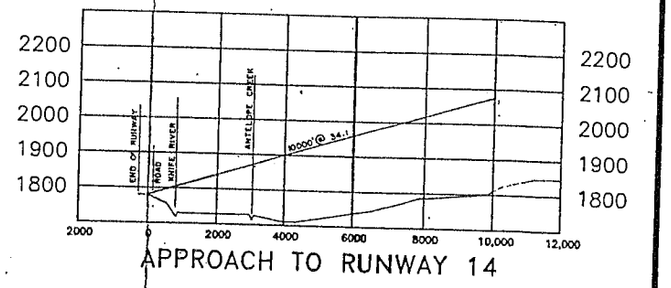




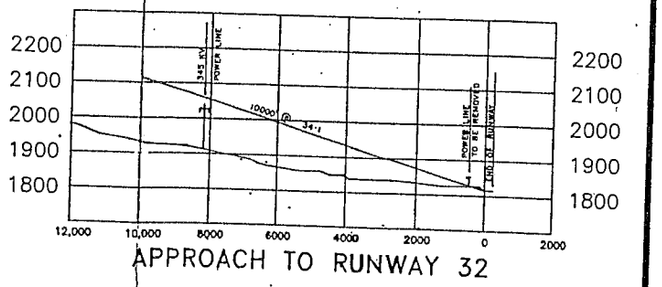
APPROACH TO RUNWAY 13



APPROACH TO RUNWAY 31



APPROACH TO RUNWAY 14



APPROACH TO RUNWAY 32

SCALE: 1"=2000'

LEGEND

POWER LINE PENETRATES SURFACE

THIS DRAWING WAS PRODUCED IN PART FROM A PHOTOGRAPHIC REPRODUCTION OF THE CURRENT U.S.G.S. QUAD MAPS THAT COVER THIS AREA.

ALL AIR CLEARANCE DATA APPLIED TO THIS DRAWING WAS TAKEN FROM PART 77 OF THE F.A.R.'s.

MCR4

PRELIMINARY AIRPORT LAYOUT PLAN
HAZEN MUNICIPAL AIRPORT
HAZEN, NORTH DAKOTA

SHEET 2 OF 2

DOCUMENT NO. 150833

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS
I hereby certify that within instrument was filed
in this office for record this 22nd
day of Feb. 1993 at 10:00 o'clock A M
and was duly recorded in Book 126-Misc
on Page 39
Jeanette Sailer
Register of Deeds
By _____
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.D.

$19.00 chg Richardson Law Office

Parcel 10

Parcel Background

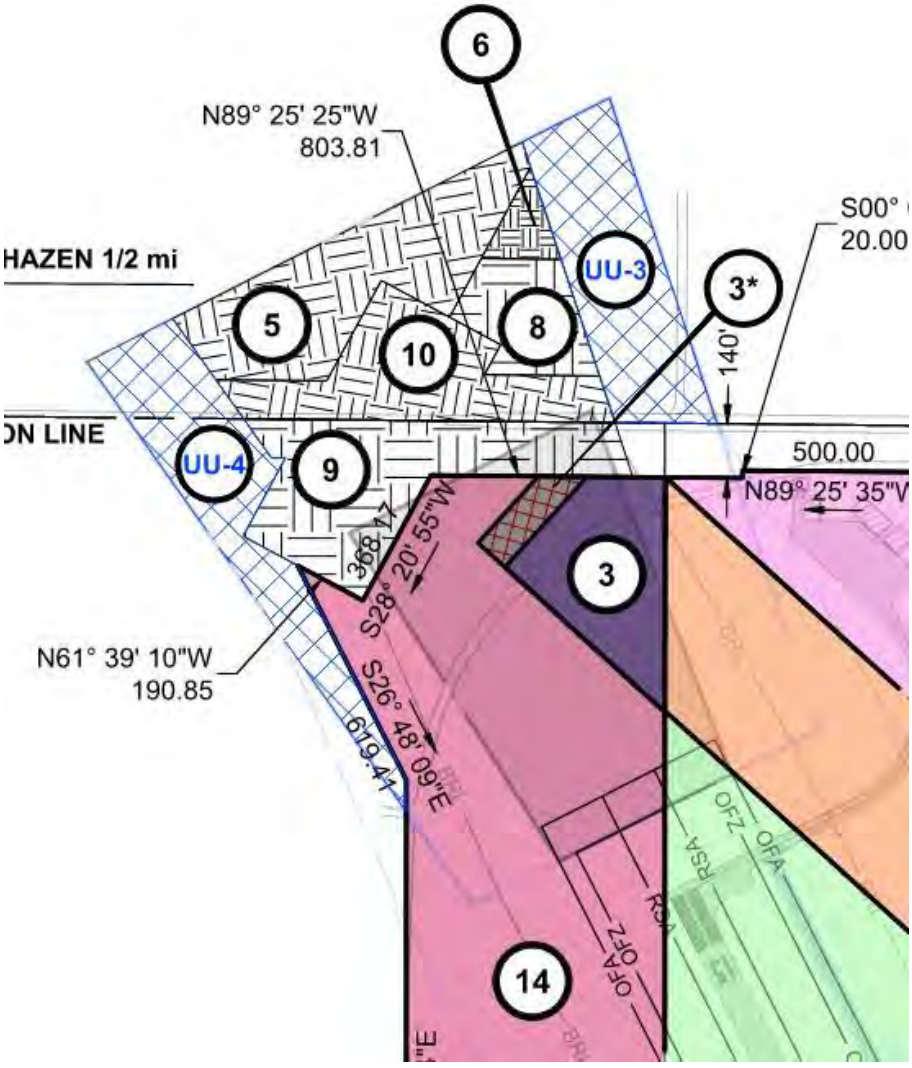
Parcel 10 was acquired at the same time as Parcels 5, 6, 8, and 9 for the purpose of securing an easement for the runway protection zone and approaches for the north end of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993.

Property Record

MCD 150833 Clear Zone Easement (see Parcel 9)

Encumbrances

Not Applicable



Parcel 11

Parcel Background

Parcel 11 was acquired as a right of way easement from the same property owner for Parcel 15. Parcels 18 and 19 were also acquired at the same time from the same property owner for the purpose of establishing a road with right of way on the west side of the airport. The property was acquired in 1993.

Property Record

MCD 151002 ROW Easement

Encumbrances

Not Applicable



Ind.-Corp. NO. 35

WARRANTY DEED

THIS INDENTURE, made this 16 day of March, 1993, between RICKEY R. SCHEID and ZOLA SCHEID, husband and wife, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars, and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

Outlot D: A tract of land located in the Southeast Quarter of Section 16, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows: Commencing at the Southeast corner of said Section 16 which is the point of beginning; thence westerly along the South line of the Section N89°44'07"W 1084.63 feet; thence N26°48'35"W 2973.72 feet; thence easterly along the quarter line S89°35'06"E 1984.03 feet; thence S47°48'27"E 596.42 feet; thence S0°00'00"W 2244.14 feet to the point of beginning. Existing 50' waterline easement shall be transferred with this tract and remain in place. This tract contains 104.5 acres, more or less. The East line of said section was assumed on a base bearing of N0°00'00"E and all other bearings are referenced to it. This property is shown on the attached Exhibit A, which is hereby incorporated herein and made a part of this deed; and

A roadway right-of-way located in the Southeast Quarter of Section 16, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said right-of-way tract being described as follows: Commencing at the Southeast corner of said Section 16; thence westerly along section line N 89°44'07" W 1700.00 feet to the point of beginning; thence N 89°44'07" W 67.38 feet; thence N 2°28'50" W 1314.19 feet; thence N 26°48'35" W 1499.69 feet to the East-West Quarter line; thence easterly along Quarter line S 89°35'06" E 67.47 feet; thence Southeasterly along the airport property line S 26°48'35" E 1481.75 feet; thence S 2°28'50" E 1330.00 feet to the point of beginning. This tract contains 3.87 acres, more or less. The East line of said Section 16 was assumed on a base bearing of N 0°00'00" W and all other bearings are referenced to it. This property is shown on the attached Exhibit B, which is hereby incorporated herein and made a part of this deed.

THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS EXEMPT UNDER NDCC 11-18-02(6)(e).

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee that he is well seized in fee of the land and premises 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 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.

WITNESS, the hand of the grantor:

Rickey R. Scheid

Rickey R. Scheid

Zola Scheid

Zola Scheid

(over)

110 Deed 71

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 16th day of August, 1993, by Rickey R. Scheid and Zola Scheid, husband and wife.

My Commission Expires:

PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires: DEC. 4, 1995

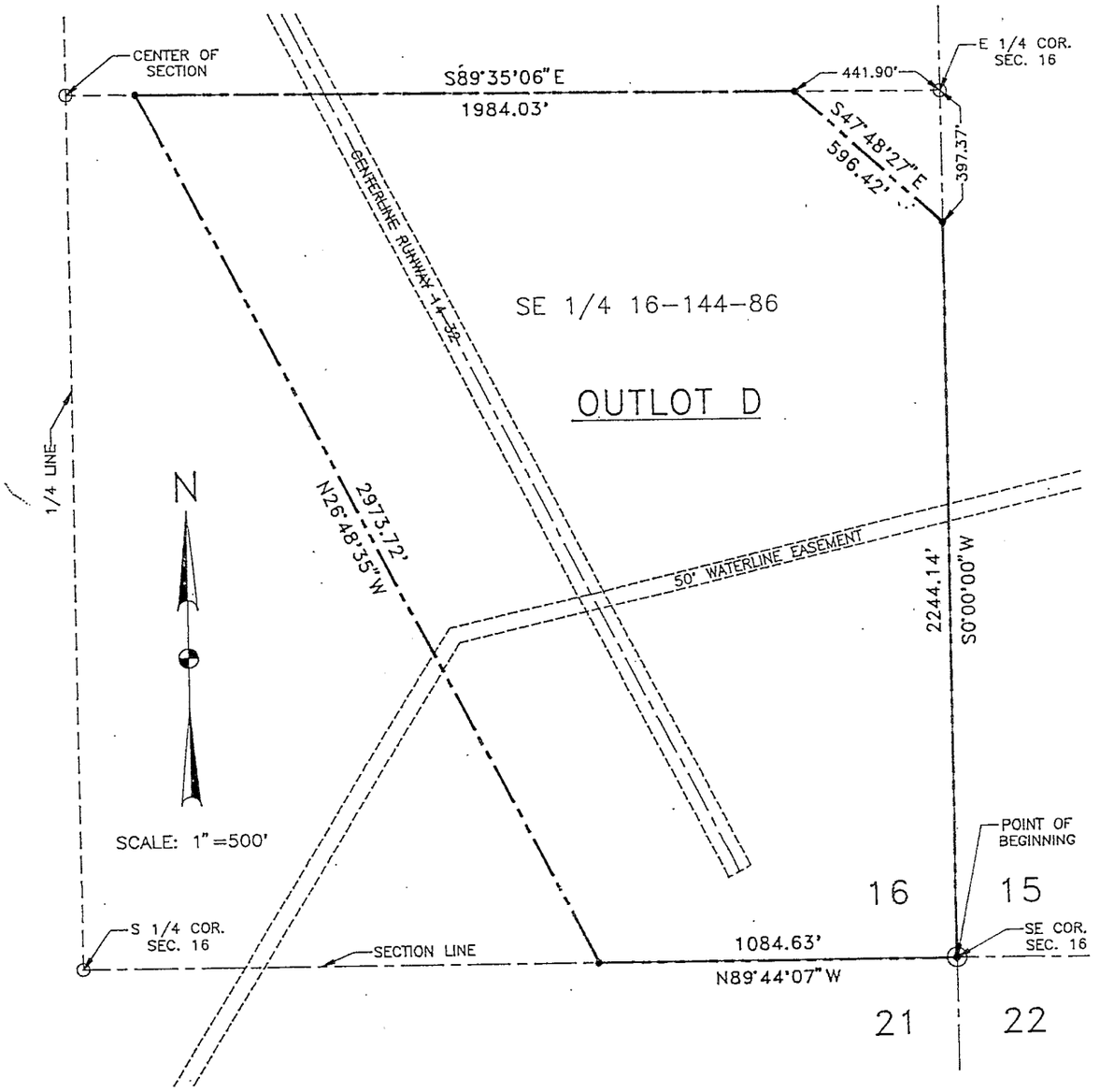
Notary Public
State of North Dakota

EXHIBIT A

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT

HAZEN, NORTH DAKOTA



OUTLOT D

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

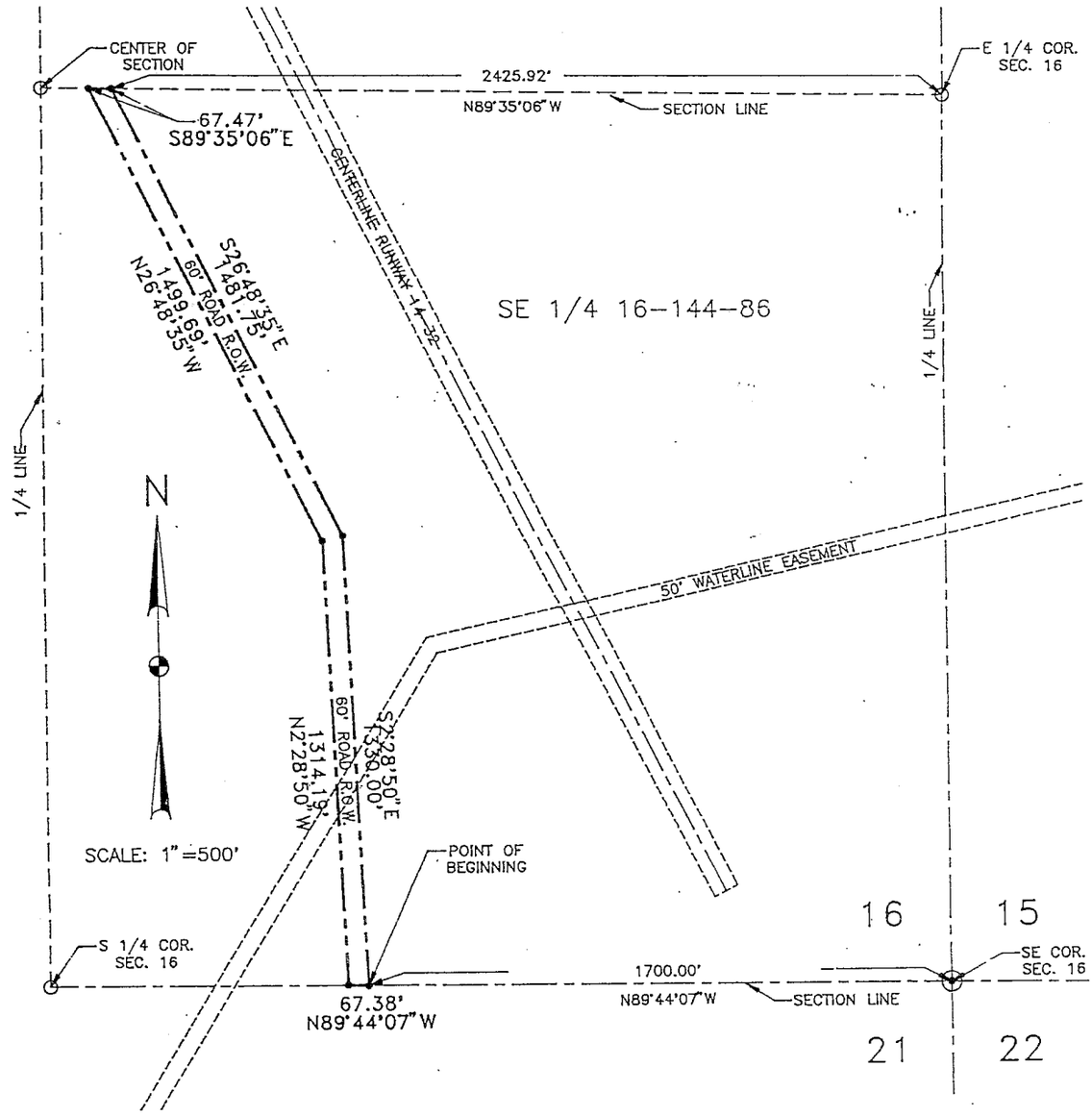
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16 WHICH IS THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SECTION N89°44'07"W 1084.63 FEET; THENCE N26°48'35"W 2973.72 FEET; THENCE EASTERLY ALONG THE QUARTER LINE S89°35'06"E 1984.03 FEET; THENCE S47°48'27"E 596.42 FEET; THENCE S0°00'00"W 2244.14 FEET TO THE POINT OF BEGINNING. EXISTING 50'WATERLINE EASEMENT SHALL BE TRANSFERRED WITH THIS TRACT AND REMAIN IN PLACE.

THE ABOVE DESCRIBED TRACT CONTAINS 104.5 ACRES, MORE OR LESS. THE EAST LINE OF SAID SECTION WAS ASSUMED ON A BASE BEARING OF N0°00'00"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

EXHIBIT B

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



ROAD RIGHT-OF-WAY EASEMENT

A ROADWAY RIGHT-OF-WAY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID RIGHT-OF-WAY TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16 THENCE WESTERLY ALONG SECTION LINE N89°44'07"W, 1700.00 FEET TO THE POINT OF BEGINNING; THENCE N89°44'07"W 67.38 FEET; THENCE N2°28'50"W 1314.19 FEET; THENCE N26°48'35"W 1499.69 FEET TO THE EAST-WEST QUARTER LINE; THENCE EASTERLY ALONG QUARTER LINE S89°35'06"E 67.47 FEET; THENCE SOUTHEASTERLY ALONG THE AIRPORT PROPERTY LINE S26°48'35"E 1481.75 FEET; THENCE S2°28'50"E 1330.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 3.87 ACRES, MORE OR LESS. THE EAST LINE OF SAID SECTION 16 WAS ASSUMED ON A BASE BEARING OF N0°00'00"W AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

DOCUMENT NO. 151002

STATE OF NORTH DAKOTA
COUNTY OF MERCER
OFFICE OF REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 22nd day of March 19 93 at 10:00 o'clock A M and was duly recorded in Book 110-Deed on Page 71.

Jeanette Seiler
Register of Deeds
By Kathryn Schumann
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 22nd DAY OF March 19 93

Leora Rutherford
COUNTY AUDITOR OF MERCER COUNTY, N. DAK.
by: Sandra K. Bahler Deputy

B 11.00 cha Richardson Law Office

Parcel 12

Parcel Background

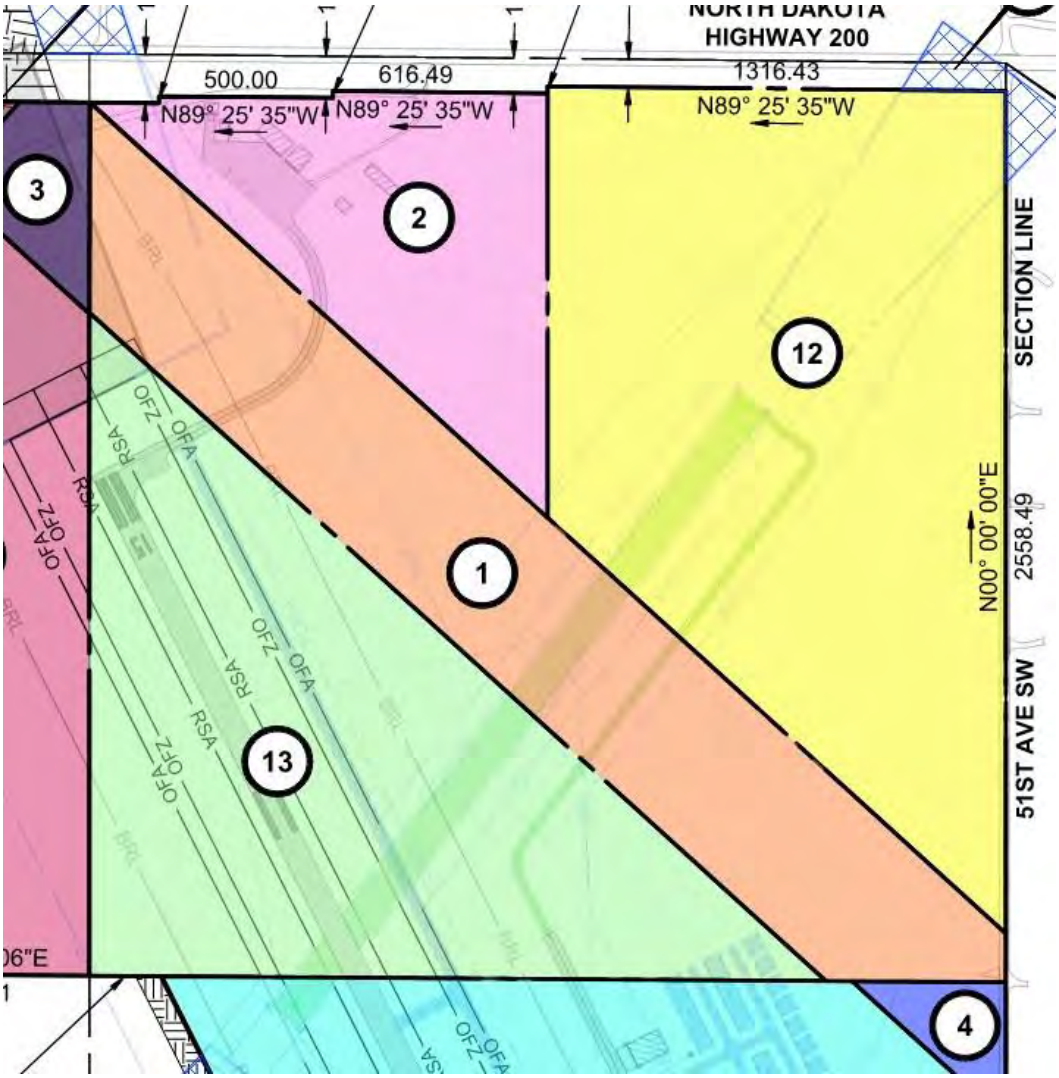
Parcel 12 was acquired in 1993 at the same time as the new runway with a north=northwest to south-southeast alignment was added. Parcel 12 was added as an uneconomic farming remnant and to allow the airport to expand hangar areas if it were ever necessary.

Property Record

MCD 150725 Warranty Deed

Encumbrances

MCD 168998 ELE-RE-001 OMEC (see Parcel 1)
MCD 209481 ELE-RE-002 OMEC (see Parcel 1)
MCD 209488 ELE-RE-004 OMEC (see Parcel 1)
MCD 118748 TEL-RE-001 WRTC (see Parcel 1)
MCD 155123 TEL-RE-002 WRTC (see Parcel 1)
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



NO. 33

Corp.-Corp.

WARRANTY DEED

THIS INDENTURE, made this 3rd day of February, 1993, between HAZEN PARK BOARD, a body public and corporate, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars, and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

Outlots A, B, and C as shown on attached Exhibits.

THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS EXEMPT UNDER NDCC 11-18-02(6)(e).

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee that he is well seized in fee of the land and premises 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 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.

WITNESS, the hand of the grantor:

HAZEN PARK BOARD:

By: Gary Emter
President

ATTEST:

Leona Oltmanner
Secretary

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 3rd day of February, 1993, by Gary Emter, President, and Leona Oltmanner, Secretary, of the Hazen Park Board, a body public and corporate, on behalf of the corporation.

Karen Stiller
Notary Public
State of North Dakota

My Commission Expires:

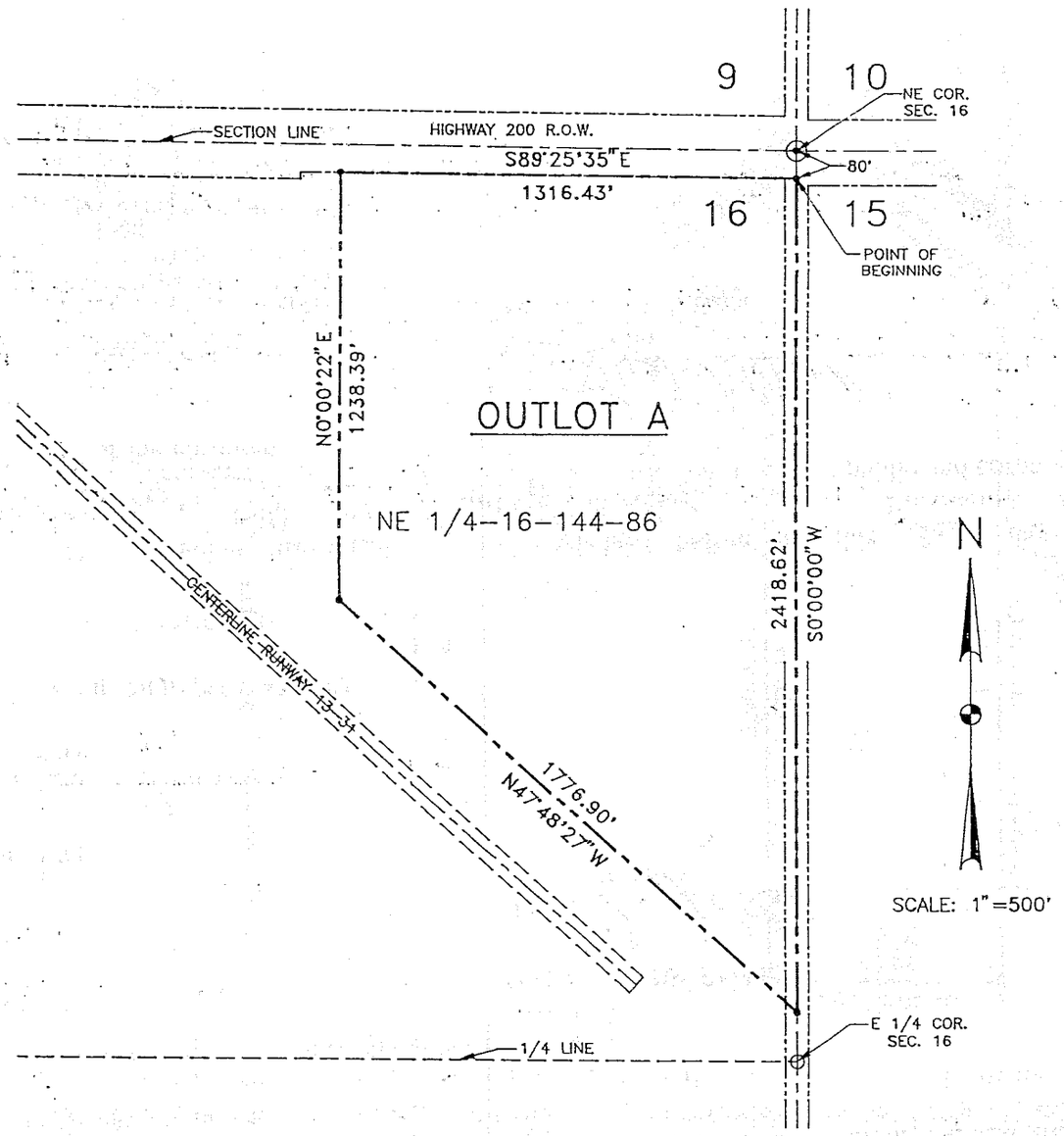
KAREN STILLER
Notary Public, MERCER COUNTY, ND
My Commission Expires May 24, 1997

KAREN STILLER
Notary Public, MERCER COUNTY, ND
My Commission Expires May 24, 1997

109 Deed 537

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT A

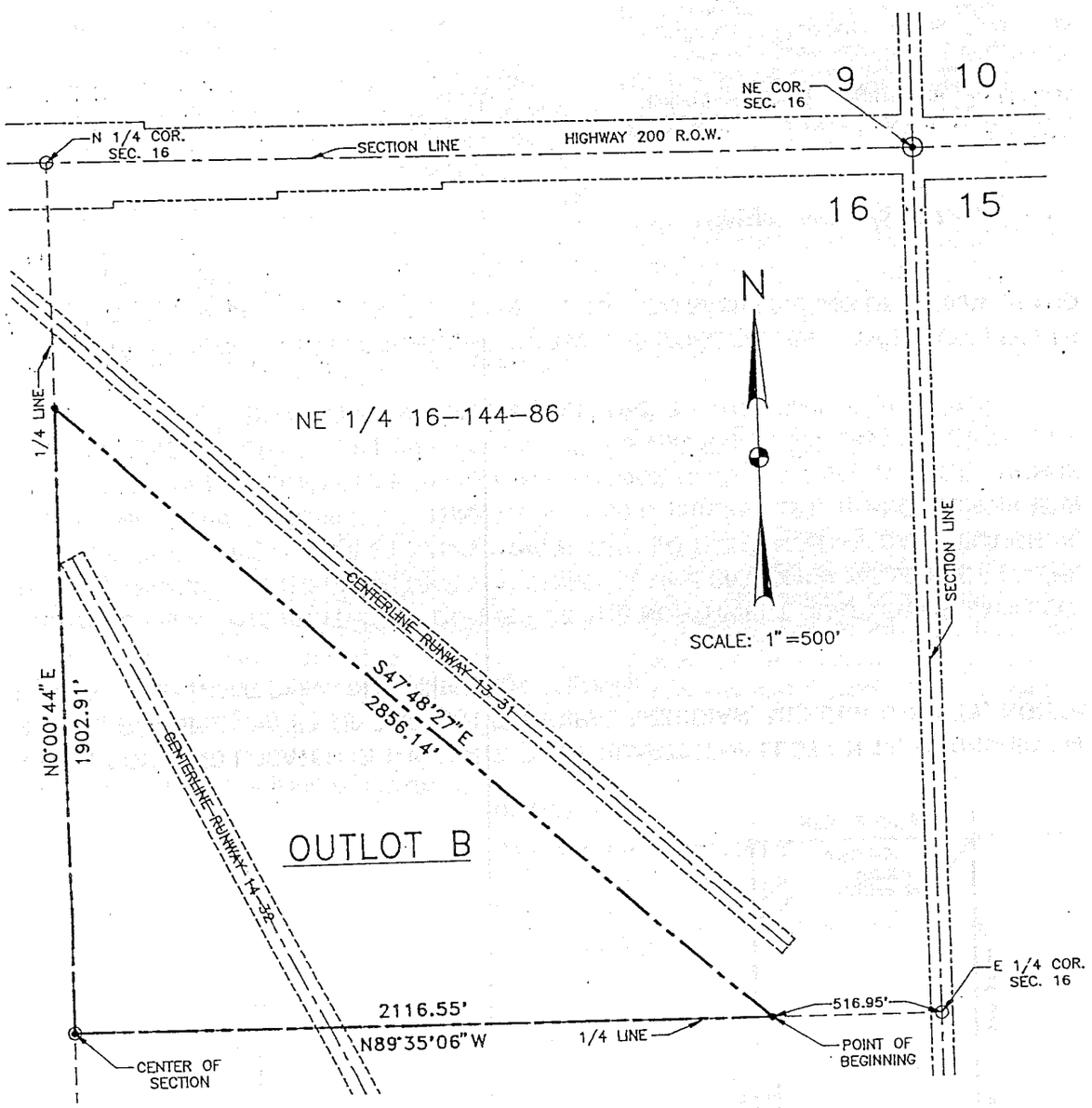
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE SOUTH ALONG THE SECTION LINE S0°00'00"W 80.00 FEET TO THE POINT OF BEGINNING; THENCE S0°00'00"W, 2418.62 FEET THENCE N 47°48'27"W 1776.90 FEET; THENCE N0°00'22"E 1238.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF N.D. HIGHWAY NO 200; THENCE EASTERLY ALONG THE RIGHT-OF-WAY LINE S89°25'35"E 1316.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55.26 ACRES, MORE OR LESS. THE EAST LINE OF SECTION 16 WAS ASSUMED ON A BASE BEARING OF N0°00'00"E AND OTHER BEARINGS ARE REFERENCED TO IT.

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT B

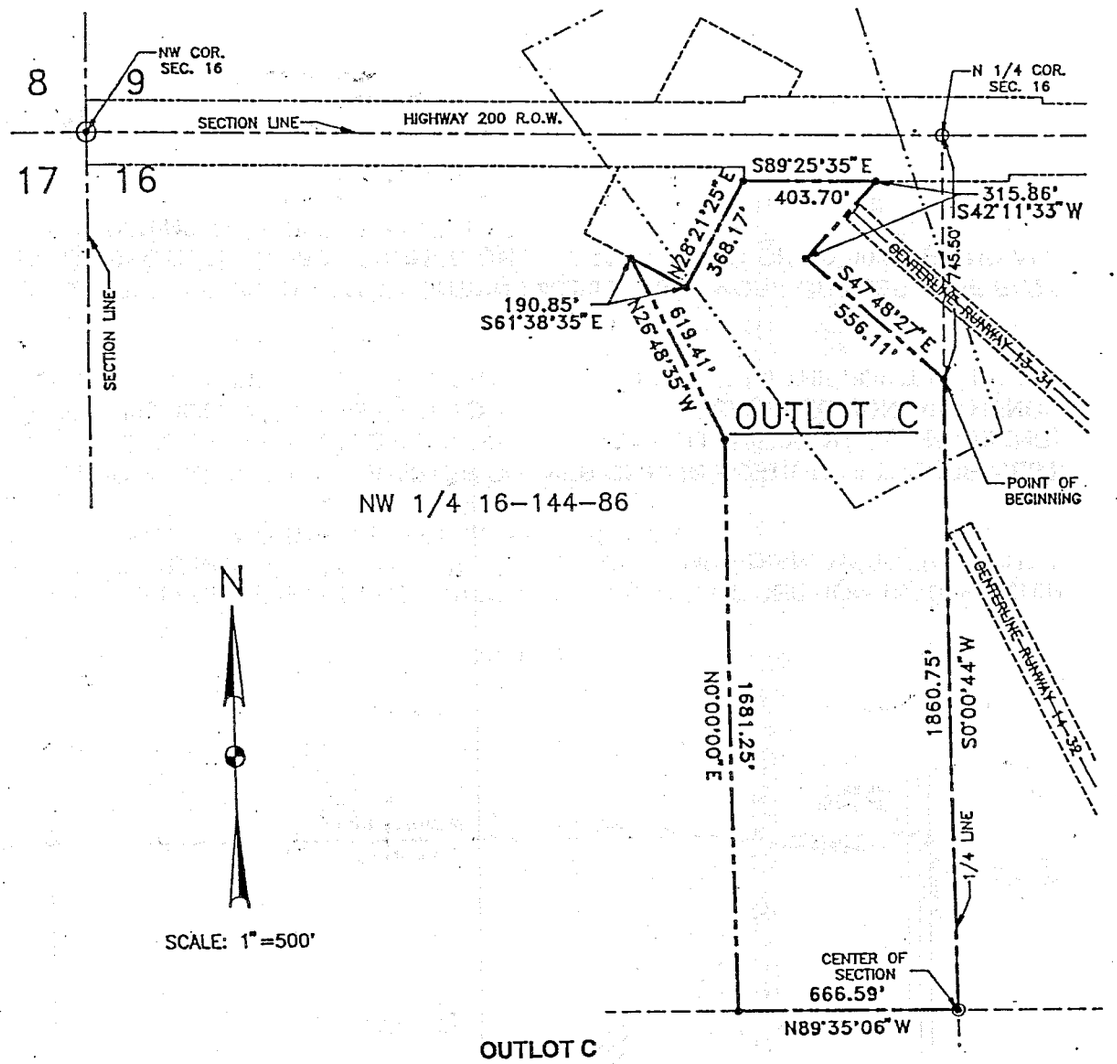
A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16 THENCE WEST ALONG THE QUARTER LINE N89°35'06"W 516.95 FEET TO THE POINT OF BEGINNING; THENCE N89°35'06"W 2116.55 FEET TO THE CENTER OF SAID SECTION 16; THENCE N0°00'44"E 1902.91 FEET; THENCE S47°48'27"E 2856.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 46.23 ACRES, MORE OR LESS. THE EAST LINE OF SECTION 16 WAS ASSUMED ON A BASE BEARING OF N0°00'00"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT C

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE QUARTER LINE S0°00'44"W 745.50 FEET TO THE POINT OF BEGINNING; THENCE S0°00'44"W 1860.75 FEET TO THE CENTER OF SAID SECTION 16; THENCE N89°35'06"W 666.59 FEET; THENCE N0°00'00"E 1681.75 FEET; THENCE N26°48'35"W 619.4 FEET; THENCE S61°38'35"E 190.85 FEET; THENCE N28°21'25"E 368.17 FEET; THENCE EASTERLY ALONG SOUTH RIGHT-OF-WAY LINE OF HIGHWAY S89°25'35"E 403.70 FEET; THENCE S42°11'33"W 315.86 FEET; THENCE S47°48'27"E 556.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 35.90 ACRES MORE OR LESS. THE NORTH SOUTH QUARTER LINE OF SAID SECTION 16 WAS ON AN ASSUMED BASE BEARING OF N0°00'44"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

DOCUMENT NO. 150725

MORTGAGEE
MORTGAGOR ✓
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA } OFFICE OF
COUNTY OF MERCER } REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 5th day of Feb. 1993 at 10:00 o'clock A M and was duly recorded in Book 109-Deeds on Page 537.

Quanette Sailer,
Register of Deeds
By Kathryn Schumann,
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 5th DAY OF February 1993

Dona Kettelkamp
COUNTY AUDITOR OF MERCER COUNTY, N. DAK
by: Sandra K. Bohrer, Deputy

*11.00 chg. Richardson Law Office

Parcel 13

Parcel Background

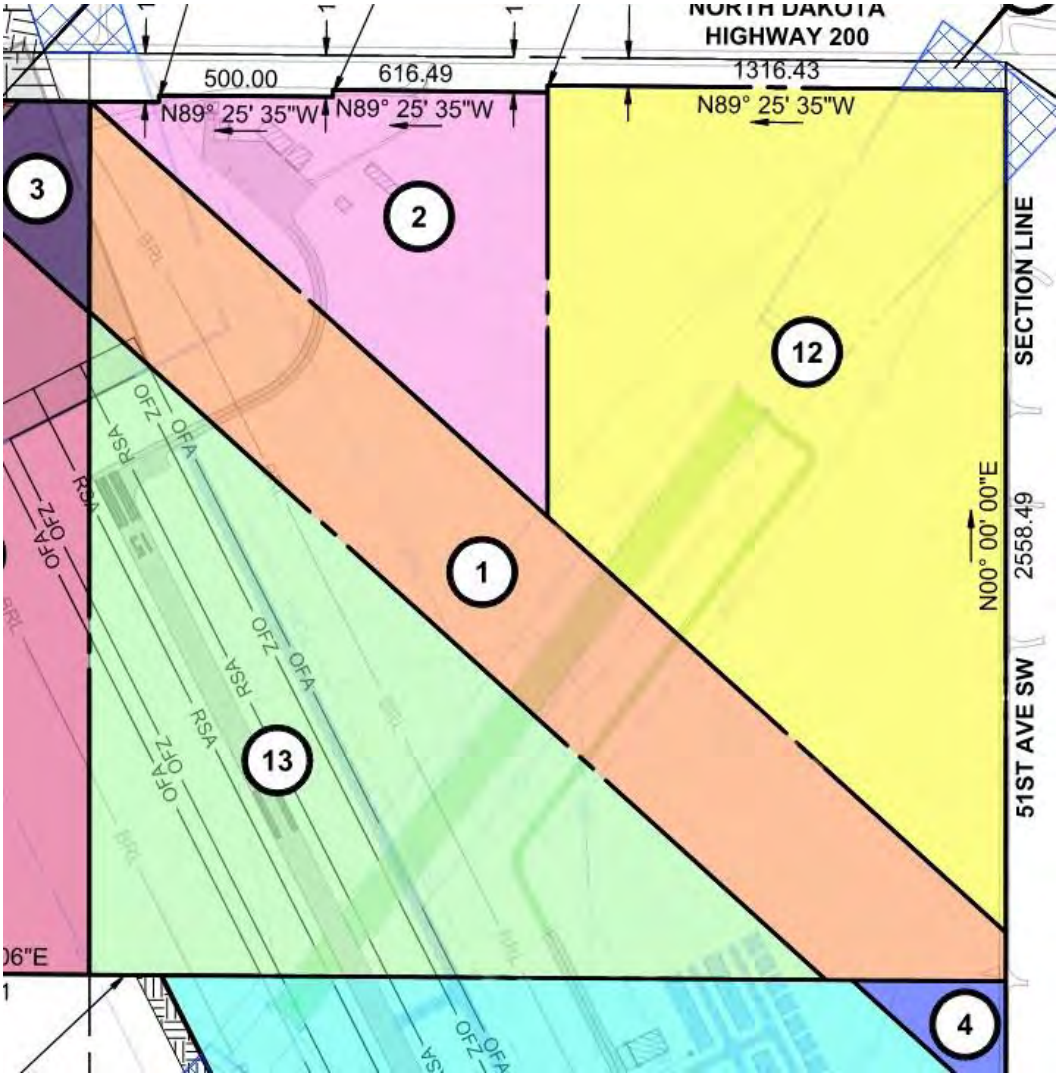
Parcel 13 was acquired at the same time as Parcels 7, 14, 15, 16, and 17 for the purpose of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993.

Property Record

MCD 150725 Warranty Deed (see Parcel 12)

Encumbrances

MCD 209481 ELE-RE-002 OMEC (see Parcel 1)
MCD 209488 ELE-RE-004 OMEC (see Parcel 1)
MCD 118748 TEL-RE-001 WRTC (see Parcel 1)
MCD 155123 TEL-RE-002 WRTC (see Parcel 1)
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



Parcel 14

Parcel Background

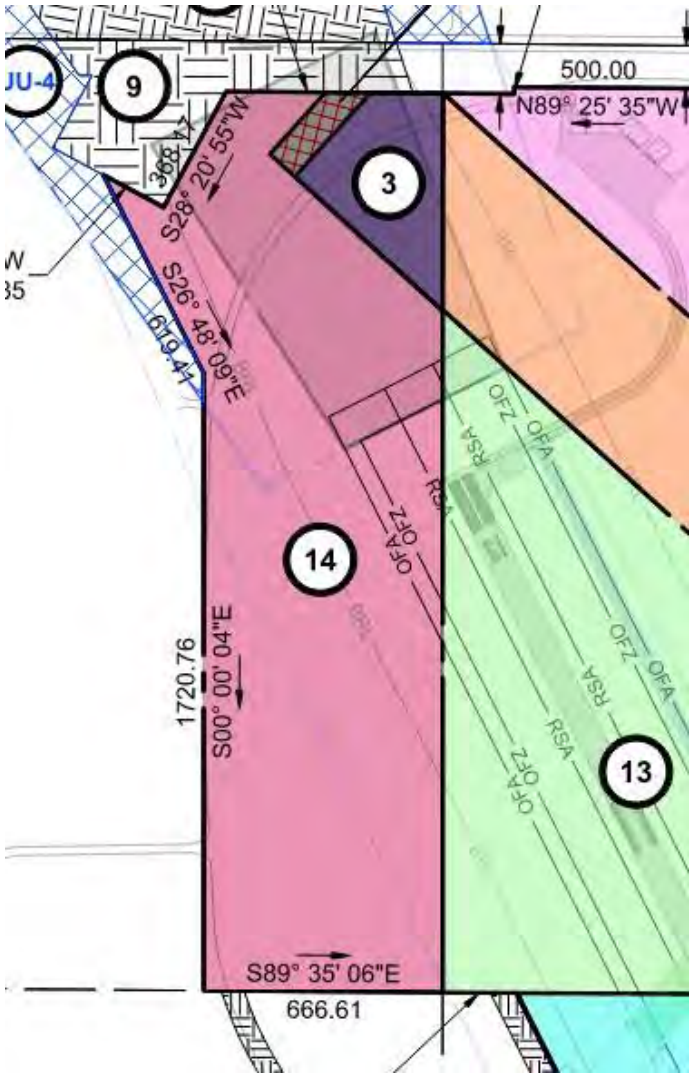
Parcel 14 was acquired at the same time as Parcels 7, 13, 15, 16, and 17 for the purpose of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993. Note that the image below shows Parcel 3 and an area identified as 3* to the north of Parcel 14. The 3* area was acquired in 1983 as a part of Parcel 3 but was later included in the acquisition of Parcel 14 that was acquired in 1993.

Property Record

MCD 150725 Warranty Deed (see Parcel 12)

Encumbrances

MCD 209481 ELE-RE-002 OMEC (see Parcel 1)
MCD 209487 ELE-RE-003 OMEC (see Parcel 3)
MCD 184114 TEL-RE-003 WRTC
MCD 201675 WTR-RE-003 SWA (see Parcel 1)



TEL-RE-003

NO. 51

EXCH: Hazen WO#: 25-22570

West River Telecommunications Right-of-Way Easement

We the undersigned, (whether one or more) ***Mercer County Regional Airport Authority***, Grantor(s), do hereby grant and convey unto ***West River Telecommunications Cooperative***, a cooperative corporation (hereafter called the "Cooperative"), grantee, whose address is P.O. Box 467, Hazen, North Dakota, and its respective successors, assigns, lessees and agents, an easement to survey, construct, repair, operate, upgrade, maintain, relocate, replace and remove such communication systems as the grantee may from time to time require, consisting of but not limited to cables, wires, [redacted], splicing boxes, and other appurtenances, upon, over and under the land which the undersigned owns or in which the undersigned has any interest in the County of ***Mercer***, State of ***North Dakota***, and more particularly described as follows:

Outlot C a tract of land located in the Northwest Quarter of Section 16, Township 144 North, Range 86 West of the 5th Prinicipal Meridian, Mercer County, North Dakota. Said tract being described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 16; Thence Southerly along the Quarter line S0°00'44"W 745.50 feet to the point of beginning; thence S0°00'44"W 1860.75 feet to the center of said secton16; Thence N89°35'06"W 666.59 feet; Thence NO°00'00"E 1681.75 feet; Thence N26°48'35"W 619.4 Feet; Thence S61°38'35"E 190.85 feet; Thence N28°21'25"E 368.17 feet; Thence Easterly along South Right-of-Way line of Highway S89°25'35"E 403.70 feet; Thence S42°11'33" W 315.86 feet; Thence S47°48'27"E 556.11 feet to the point of beginning. The Above described tract contains 35.90 acres more or less. The North South Quarter line of said Section 16 was on an assumed base bearing of NO°00'44" E and all other bearings are referenced to it.

also the right of ingress and egress over and across the lands of the undersigned for the purpose of exercising the rights herein granted; to place surface markers beyond said strip, to clear and keep clear all trees, roots, brush and other obstructions from the surface and subsurface of said strip of land. The boundary of said strip shall be a line parallel to and 10 feet either side of the first cable laid on the land of the undersigned. The undersigned for Grantor(s), their heirs, executors, administrators, successors, and assigns, hereby covenants that no structure shall be erected on said strip.

The undersigned agrees that all [redacted], wire and other facilities, including telephone equipment, installed on the above described land, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned agrees to this easement with the understanding the Grantor(s), their heirs, executors, administrators, successors, and assigns, may continue to have access to and use of the easement area in any manner consistent with the rights herein granted to the

184114

8766

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
COUNTY RECORDER

I hereby certify that within instrument was filed in this office for record this 12/13/2006 at 09:22 AM and was duly recorded in Book 165 MISC on Page 0491. Fee: $13.00

County Recorder Brenda L. Cook

By Deputy

Return To: WRT PO BOX 467
HAZEN, ND 58545

COUNTY RECORDER SEAL MERCER COUNTY, N. DAK.

MORTGAGEE
MORTGAGOR
INDEXED

165 Misc 491

Cooperative, and that the Cooperative will restore the said strip to as near as reasonable to the pre-constructed condition, and that the Cooperative will erect no buildings on said strip.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The term of this easement shall be for as long as needed by the grantee, and until a release of this easement is recorded, but to not extend beyond the maximum term authorized by law.

Access is hereby granted for a state or federal historical survey of the cable route, should one be required, unless checked. Access denied ☐

IN WITNESS WHEREOF, this instrument has been executed by the undersigned this the 14 day of June, 2006.

STATE OF)
)
COUNTY OF)

by: Ronald J. Muth

by: _____

On this 14 day of June, the year 2006 before me personally appeared Ronald J. Muth, known to me to be the person(s) who is described in and who executed the within instrument, and acknowledged to me that he/she (or they) executed the same.

Una Reinhardt

Notary Public, County of Mercer

My Commission Expires: July 13, 2011

rev 08/05 Tracking No: 25-22570-001

UNA REINHARDT
Notary Public
State of North Dakota
My Commission Expires July 13, 2011

Parcel 15

Parcel Background

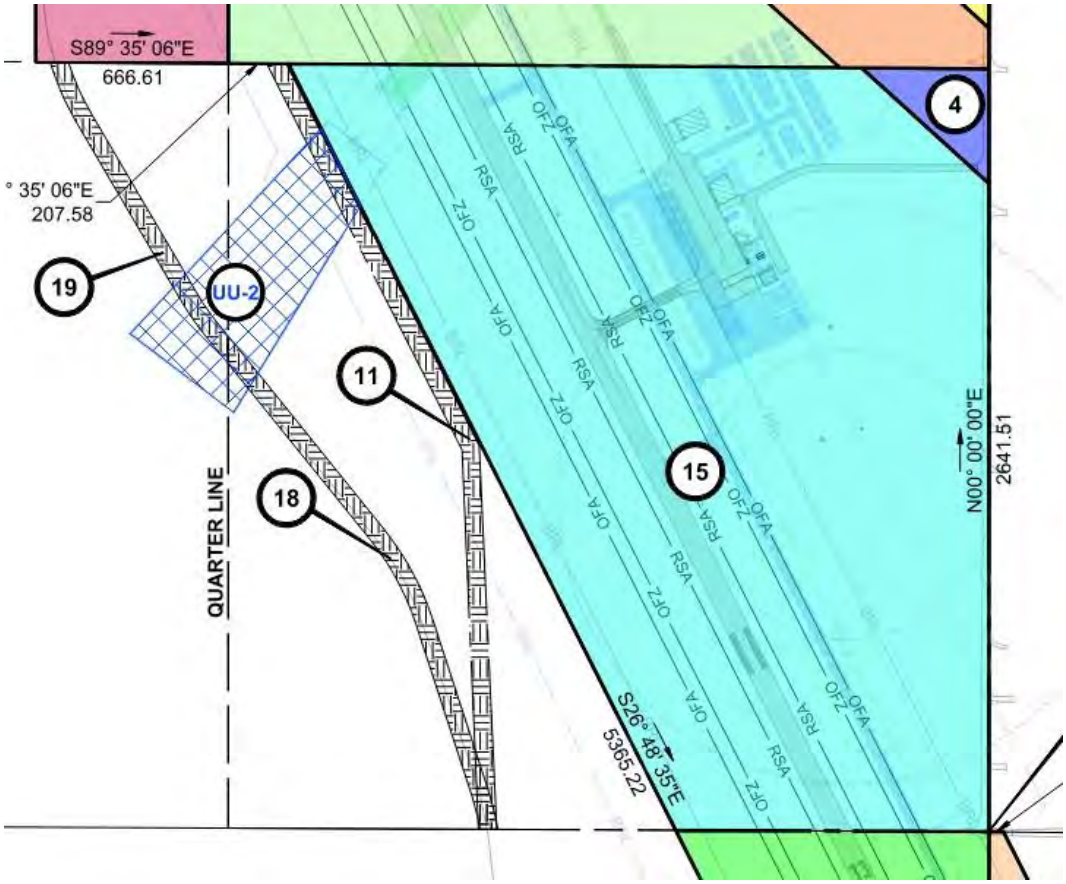
Parcel 15 was acquired at the same time as Parcels 7. 13, 14, 16, and 17 for the purpose of a new runway with a north-northwest to south-southeast alignment. Parcels 11, 18 and 19 were also acquired at the same time from the same property owner for the purpose of establishing a road with right of way on the west side of the airport. The property was acquired in 1993. Later in 1993, Mercer County vacated the section lines adjacent to Parcels 15, 16, and 17 to allow for the runway development.

Property Record

MCD 151002 Warranty Deed (see Parcel 11)
MCD 151784 Resolution Vacating Section Lines

Encumbrances

MCD 209489 ELE-RE-005 OMEC (see Parcel 4)
MCD 155123 TEL-RE-002 WRTC (see Parcel 1)
MCD 201675 WTR-RE-002 SWA (see Parcel 1)
MCD 107442 WTR-RE-003 Fidelity
MCD 126877 WTR-RE-001/003 Multiple
MCD 134787 WTR-RE-001/003 MDU
MCD 140193 WTR-RE-001/003 MDU



NO. 56

RESOLUTION OF MERCER COUNTY COMMISSION

WHEREAS, The Mercer County Regional Airport Authority ("Petitioner") has petitioned the Board of County Commissioners of Mercer County, North Dakota (the "Commission") to close certain section line roads, pursuant to the provisions of Chapter 24-07 of the North Dakota Century Code; and

WHEREAS, a public hearing was held upon said Petition before the Commission on July 6, 1993, at 10:00 a.m. (MT) in the Mercer County Courthouse in the City of Stanton, North Dakota;

WHEREAS, the Commission having heard and considered all of the testimony and evidence presented;

NOW, THEREFORE, BE IT RESOLVED, that the Commission does hereby find, conclude and order as follows:

1. That the Commission has jurisdiction over the subject matter of the Petition and the section line roads/rights-of-way involved therein.

2. That notice of hearing on said Petition was duly served, published and publicly posted as required by law.

3. That the Commission specifically finds that the closing of such section line roads/rights-of-way, as hereinafter described, will be a benefit to the public, due to the purpose of developing a regional airport facility, as such section line roads/rights-of-way have not been used for 10 years, are not traveled due to natural obstacles or difficulty of terrain and/or are not required due to readily accessible alternate routes of travel so as not to deprive adjacent landowners access to their property.

124 Misc. 635

4. That the following section line roads/rights-of-way be closed as follows:

TRACT A: The north-south section line between the northeast quarter of Section 21, T144N, R86W, and the northwest quarter of Section 22, T144N, R86W of the Fifth Principal Meridian in Mercer County, North Dakota; and

TRACT B: The east 1100 feet of the east-west section line between the southeast quarter of Section 16, T144N, R86W and the northeast quarter of Section 21, T144N, R86W of the Fifth Principal Meridian in Mercer County, North Dakota.

BE IT FURTHER RESOLVED, that this Resolution, the Petition involved herein, and the Affidavits of Service and Publication be filed with the Mercer County Auditor, following recording of this Resolution in the office of the Mercer County Register of Deeds.

Dated this 6th day of July, 1993.

MERCER COUNTY COMMISSION:

By: Robert E. Albers
Robert E. Albers, Chairman

By: Lynn Amsden
Lynn Amsden, Commissioner

By: Gerald Bauman
Gerald Bauman, Commissioner

ATTEST:

Leora Retterath
Leora Retterath
County Auditor

I certify this resolution was adopted by the Board of Mercer County Commissioners on July 6th, 1993, and is recorded in the Auditor's Minute Ledger No. 9 on Page 613.

Leora Retterath
Leora Retterath, Mercer County Auditor

NOTARY PUBLIC

DOCUMENT NO. 151784

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 7th day of July 1993 at 12:30 o'clock P. M and was duly recorded in Book 126-Misc on Page 635

Jeanette Sailer
Register of Deeds

By _____
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N. DAK.

M/C Mercer County Auditor

15-4

FIDELITY GAS CO.

WATER PIPELINE EASEMENT BY OWNER

WTR-RE-003 107442

THIS INDENTURE, Made this 12th day of April, 19 78, between FIDELITY GAS CO., a Delaware corporation, 400 North Fourth Street, Bismarck, North Dakota, its successors and assigns, hereinafter referred to as "Company," and the following-named persons, hereinafter, whether singular or plural, called "Owner":

EDWIN L. OSTER and FREDA OSTER a/k/a FRIEDA OSTER, husband and wife

of Hazen, ND 58545.

WITNESSETH: That for valuable consideration received, Owner does hereby grant, bargain, sell and convey unto Company, its successors and assigns, an easement for 99 years 50 feet in width, being 25 feet left, and 25 feet right of the center line, as laid out and/or surveyed, or as finally approved by the North Dakota Public Service Commission, with the right to survey, construct, operate, repair and remove a water pipeline or lines in one ditch, including necessary pipes, poles, vents, fixtures and cathodic protection equipment, through, over, under and across the following-described property, situated in the County of Mercer, State of North Dakota, to-wit:

The Southeast Quarter (SE¼) of Section Sixteen (16), Township One Hundred Forty-four (144) North, Range Eighty-six (86) West of the Fifth Principal Meridian.

This easement shall also grant to Company the right to lay a cable for the transmission of electricity in the same ditch as the water pipeline or lines.

Owner also grants to Company, its successors and assigns, an additional temporary construction easement extending 25 feet left and 25 feet right of the herein described right-of-way. Said temporary easement will terminate upon completion of the construction of the herein described pipeline.

Owner agrees not to build, create or construct or permit to be built, created or constructed any obstruction, building, engineering works or other structures over, under or that would interfere with said pipeline or Company's rights hereunder.

Owner hereby grants to Company, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of surveying, laying, constructing, maintaining, operating, repairing or removing said pipeline or lines and for the purpose of doing all necessary work in connection therewith.

Company, by the acceptance hereof, agrees that it will pay any and all damages which may result, including, but not limited to, crops, fences, buildings and improvements on said premises, caused by construction, maintenance, repair, operation, or removal of said pipeline or lines. The pipeline or lines shall be buried at a sufficient depth so as not to interfere with normal tilling methods.

IN WITNESS WHEREOF, Owner has executed these presents as of the day and year first above written.

Edwin L Oster

Freda Oster

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF MERCER)

On this 12th day of April, 19 78 before me personally appeared Edwin L. Oster and Freda Oster a/k/a Frieda Oster, husband and wife, known to me to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Edward Metzger
Notary Public
Burleigh County, North Dakota
My Commission Expires: March 3, 1982

EDWARD METZGER
Notary Public, BURLEIGH CO. N. DAK.

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF _____)

On this _____ day of _____, 19___, before me personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of the corporation described in and which executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

(SEAL)

_____
Notary Public
_____ County, North Dakota
My Commission Expires: _____

1786-152 (Rev. 7/77)

W.O. _____ TRACT NO. _____ L.R.R. NO. _____

DOCUMENT NO. 101442

Compared
Mortgagee
Mortgagor
Grantor
Grantee
Indexed

STATE OF NORTH DAKOTA, } ss. OFFICE OF
COUNTY OF MERCER. } REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record this 15th day of May 1918, at 11:30 o'clock A.M., and was duly recorded in Book 66-Misc. on Page 451.

Roger B. Suess,
Register of Deeds.

By: Kathryn Schumann,
Deputy.

REGISTER OF DEEDS
SEAL
Mercer County, N. Dak.

15-6

$7.00 pd. M.D.M.

WTR-RE-001/003 126877

ASSIGNMENT OF INTEREST

KNOW ALL MEN BY THESE PRESENTS: That Fidelity Gas Co., a corporation, 400 North Fourth Street, Bismarck, North Dakota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer, and set over unto Minnesota Power and Light Company, a corporation, 30 West Superior Street, Duluth, Minnesota; Montana-Dakota Utilities Co., a corporation, 400 North Fourth Street, Bismarck, North Dakota; Northern Municipal Power Agency, a corporation, P. O. Box 528, Thief River Falls, Minnesota; Northwestern Public Service Company, a corporation, Northwestern National Bank Building, Huron, South Dakota; and Otter Tail Power Company, a corporation, 215 South Cascade Street, Fergus Falls, Minnesota, as tenants in common, all of Fidelity Gas Co.'s right, title, and interest in and to the right-of-ways and easements more specifically described in Exhibit "A," attached hereto and by this reference made a part hereof, in the following percentages:

Minnesota Power and Light Company	Undivided 5 Percent
Montana-Dakota Utilities Co.	Undivided 20 Percent
Northern Municipal Power Agency	Undivided 30 Percent
Northwestern Public Service Company	Undivided 10 Percent
Otter Tail Power Company	Undivided 35 Percent

21 ASS. 153

to have and to hold the same, together with the rights incident thereto, for themselves, and for their successors and assigns.

IN WITNESS WHEREOF, Fidelity Gas Co. has caused this Assignment to be executed in its corporate name by its Vice President and Secretary this 22nd day of December, 1983.

FIDELITY GAS CO.

Attest: _____
Steven G. Gerhart, Secretary

By: _____
David P. Price, Vice President

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF BURLEIGH)

On this 6th day of December, 1983, before me personally appeared David P. Price and Steven G. Gerhart, known to me to be the Vice President and Secretary, respectively, of the corporation described in and which executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

(SEAL)

_____
Leohie Orchard, Notary Public
Burleigh County, North Dakota
My Commission expires: 10/22/88

NOTICE: Exhibit A does not include metes and bounds land descriptions, if any, or special easements terms. Examine easements referenced herein.

Date	Grantor	Description	Recording Information Book	Page
2-9-77	Georgia Howard Fandrich a/k/a Georgia Fandrich and Ernest Fandrich	Section 1 and 2, Township 143 North, Range 88 West	61	665
5-25-78	The State of North Dakota	Lot 6 of Section 16, Township 144 North, Range 84 West	67	51
12-19-75	Basin Electric Power Cooperative	Sections 16, 17, 21, Township 144 North, Range 84 West	59	123
1-13-77	Herman Boeckel	S1/2SW1/4SE1/4 of Section 10, Township 144 North, Range 85 West	61	569
10-20-76	Jay C. Schultz and Janice Schultz; John A. Schultz	S1/2SW1/4 of Section 10, Township 144 North, Range 85 West	60	695
12-3-75	Vada Eckenrode and Glen Eckenrode a/k/a Glen O. Eckenrode	SW1/4 of Section 8, Township 144 North, Range 85 West	58	703
10-9-76	Marvin Janssen and Esther N. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	397
10-1-76	Virginia Coleman a/k/a Vergina Coleman and Edwin W. Coleman	SE1/4 of Section 11, Township 144 North, Range 85 West	60	399
10-1-76	Betty Ann Wille a/k/a Betty Wille a/k/a Bettie Ann Wille and Howard L. Wille	SE1/4 of Section 11, Township 144 North, Range 85 West	60	401

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9-30-76	Geraldine Brannon formerly Geraldine Janssen and George I. Brannon	SE1/4 of Section 11, Township 144 North, Range 85 West	60	409
9-29-76	Matthew Janssen and Ethel M. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	411
9-29-76	Allen Janssen, a/k/a Bennie Janssen, a/k/a Bennie Allen Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	407
9-27-76	Orline Stroud	SE1/4 of Section 11, Township 144 North, Range 85 West	60	395
9-24-76	Glenys McHugh and Lawrence E. McHugh	SE1/4 of Section 11, Township 144 North, Range 85 West	60	403
9-24-76	Ruth Heuer	SE1/4 of Section 11, Township 144 North, Range 85 West	60	405
9-24-76	Calvin Janssen and Yolande J. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	413
9-2-76	James K. Cook and Brenda L. Cook	S1/2S1/2 of Section 7, Township 144 North, Range 85 West	60	365
9-2-76	John L. Slinde, Jr., a/k/a John L. Slinde and Myrtle Ann Slinde	S1/2S1/2 of Section 9, Township 144 North, Range 85 West	60	367
10-8-76	Edwin Berg and Bernice Berg	S1/2SW1/4 of Section 11, Township 144 North, Range 85 West	60	369

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7-28-76	Albert Simpfenderfer	SW1/4 of Section 8, Township 144 North, Range 85 West	60	75
12-11-75	Sarfina Maichel	E1/2SE1/4 of Section 10, Township 144 North, Range 85 West	59	13
12-4-75	Wilbur L. Stephens, a/k/a Wilber L. Stephens; and Freda V. Stephens	S1/2 of Section 12, Township 144 North, Range 85 West	58	705
12-3-75	Herbert Scheid, a/k/a Herbert M. Scheid and Mary Scheid	SE1/4SW1/4 of Section 19, Township 144 North, Range 86 West	58	713
12-3-75	Ray Tesky and Wilma Tesky	NE1/4 of Section 20, Township 144 North, Range 86 West	58	711
12-3-75	Ed Bentz and Esther Bentz	E1/2 of Section 14, Township 144 North, Range 86 West; SE1/4 of Section 8, Township 144 North, Range 85 West	58	707
4-20-78	Ben Gramm and Frances Gramm; Harold Balas and Joanne Balas; James O. Olson and Connie Kay Olson	W1/2 of Section 14, Township 144 North, Range 86 West	66	551
12-3-75	Dale Morgenstern and Georgia L. Morgenstern	All of Section 21 and S1/2SW1/4 of Section 15, NW1/4NW1/4 of Section 22, all in Township 144, North, Range 86 West	58	709
12-11-75	Hubert V. Sailer and Audrey M. Sailer	W1/2SW1/4, SE1/4SW1/4, NE1/4SW1/4, NW1/4SE1/4 of Section 20, Township 144 North, Range 86 West	59	11

1511

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Date	Grantor	Description	Recording Information Book	Page
10-15-76	Gary Murray and Marjorie Murray	SE1/4SW1/4 of Section 36, Township 144 North, Range 88 West	60	391
9-3-76	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster	S1/2SE1/4 of Section 12, Township 144 North, Range 86 West	60	363
4-12-78	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	S1/2SW1/4 of Section 12, Township 144 North, Range 86 West	66	455
4-14-78	Richard Scheid, a/k/a Richard C. Scheid and Wanda Scheid, a/k/a Wanda F. Scheid	N1/2SE1/4 of Section 15, SE1/4 of Section 19, and the NW1/4SE1/4 of Section 20, all lying in Township 144 North, Range 86 West	66	453
4-12-78	Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	SE1/4 of Section 16, Township 144 North, Range 86 West	66	451
4-12-78	Sharold Oster and LaReine Oster	S1/2SE1/4 of Section 11, Township 144 North, Range 86 West	66	449
4-6-78	Christian R. Bentz and Emma J. Bentz	S1/2SE1/4SW1/4 of Section 11, Township 144 North, Range 86 West	66	447
4-14-78	Benjamin Scheid and Elaine Scheid	N1/2SW1/4 of Section 15, Township 144 North, Range 86 West	66	445
9-16-76	Adolf Raszler and Emela Raszler	NW1/4SE1/4 of Section 32, Township 144 North, Range 87 West	60	359

NOTICE: Exhibit A does not include metes and bounds land descriptions, if any; or special easements terms. Examine easements referenced herein.

Date	Grantor	Description	Recording Information Book	Page
9-16-76	Ingrid M. Anderson and Adolph Anderson	SE1/4SE1/4 of Section 27, Township 144 North, Range 87 West	60	361
9-15-76	Edwin Raszler and Frances E. Raszler	SW1/4 and S1/2NE1/4 of Section 32, Township 144 North, Range 87 West	60	357
12-4-75	Albert Schwarz, a/k/a Albert M. Schwarz and Larue Schwarz, holders of a contract for deed from Martin Schwarz, a/k/a Martin G. Schwarz and Hilda Schwarz	NW1/4 of Section 35, Township 144 North, Range 87 West	59	5
12-11-75	Frederic S. Messersmith, a/k/a Frederick S. Messersmith	SW1/4 of Section 26, Township 144 North, Range 87 West	59	7
12-10-75	Adam Opp and Carol R. Opp; Henry Adolph and Bertha M. Adolph, a/k/a Henry Adolf and Bertha M. Adolf	E1/2 of Section 26, Township 144 North, Range 87 West	59	9
5-18-78	State of North Dakota	Southeast corner of Section 36, Township 144 North, Range 88 West	68	77

15-13

Fidelity Gas Co.,
a corporation,
400 Nth 4th St.
Bismarck, ND
By: Daivd P. Price, V. Pres
Attest: Steven G. Gerhart, Sec.

Assignment of Interest
Dated: Dec. 6, 1983 Doc. #126877
Filed: Dec. 21, 1983 at 11:00 A.M.
Recorded: Book 21 of Assgn. Pg. 153
Ackn: Dec. 6, 1983 Before: Leohie Orchard, Burleigh Co., ND Seal
Comm. Expires: Oct. 22, 1988

To

Minnesota Power & Light Company, - Undivided 5%.
a corporation,
30 West Superior Street,
Duluth, Minnesota;
Montana-Dakota Utilities Co., - Undivided 20%.
a corporation,
400 Nth. 4th St.
Bismarck, ND;
Northern Munioipal Power Agency, - Undivided 30%.
a corporation, P.O. Box 528,
Thief River Falls, Minnesota;
Northwestern Public Service Company, - Undivided 10%.
a corporation,;
Northwestern National Bank Bldg.
Huron, SD;
Otter Tail Power Company, - Undivided 35%.
a corporation,
215 S Cascade St.
Fergus Falls, MN;

Description:
Sell, convey, assign, transfer, and set over unto second party all right, title and interest in and to the right-of-ways and easements more specifically described in Book

DOCUMENT NO 126877

Compar
Mortgagee
Mortgagor
Grantor ✓
Grantee ✓
Indexed ✓

STATE OF NORTH DAKOTA, } ss. OFFICE OF REGISTER OF DEEDS
COUNTY OF MERCER }
I hereby certify that the within instrument was filed in this office for record this 21st day of Dec. 1983 at 11:00 o'clock A. M. and was duly recorded in Book 21-Assignments on Page 153.

Roger B. Suess
Register of Deeds.
By Nelda Lang, Dep.

SEAL
Mercer County, N. Dak.

$60.00 Pd. Montana Dakota Utilities

15-15

Duplicate copy

WTR-RE-001/003 134787

Second Closing-document no. 4

ASSIGNMENT OF INTEREST

KNOW ALL MEN BY THESE PRESENTS: That Minnesota Power & Light Co., a Minnesota corporation, also known as Minnesota Power, 30 West Superior Street, Duluth, Minnesota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer, and set over unto Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc., a Delaware corporation, an undivided 1.25 percent right, title and interest in and to the easements and rights-of-way located in Mercer County, North Dakota, more particularly described in Exhibit "A", attached hereto and made a part hereof.

To have and to hold the same, together with the rights incident thereto, for itself, and for its successors and assigns.

IN WITNESS WHEREOF, Minnesota Power & Light Co. has caused this Assignment to be executed in its corporate name to be effective as of May 2, 1986.

MINNESOTA POWER & LIGHT CO.,
a Minnesota corporation, also
known as Minnesota Power.

ATTEST:

By: _____
James R. Habicht,
Vice President, General
Counsel and Secretary

By: _____
Arend J. Sandbulte,
President and Chief
Operating Officer

23 Cognito #53

453

STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

On this 1 day of May, 1986, before me personally appeared Arend J. Sandbulte, President and Chief Operating Officer, and James R. Habicht, Vice President, General Counsel and Secretary, respectively, of Minnesota Power & Light Company, a Minnesota corporation, described in and which executed the foregoing instrument, and acknowledged to me that said corporation executed the same.

DONNA C. ZIMM
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 17, 1988

Donna C Zimm
Notary Public
St. Louis County, Minnesota

My Commission expires: 6-17-88

EXHIBIT A, PAGE 1 OF 5 , STATE OF NORTH DAKOTA, COUNTY OF MERCER

NOTICE: Exhibit A does not include metes and bounds land descriptions, if any, or special easements terms. Examine easements referenced herein.

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12-19-75	Basin Electric Power Cooperative	Sections 16, 17, 21, Township 144 North, Range 84 West	59	123
1-13-77	Herman Boeckel	S1/2SW1/4SE1/4 of Section 10, Township 144 North, Range 85 West	61	569
10-20-76	Jay C. Schultz and Janice Schultz; John A. Schultz	S1/2SW1/4 of Section 10, Township 144 North, Range 85 West	60	695
12-3-75	Vada Eckenrode and Glen Eckenrode a/k/a Glen O. Eckenrode	SW1/4 of Section 8, Township 144 North, Range 85 West	58	703
10-9-76	Marvin Janssen and Esther N. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	397
10-1-76	Virginia Coleman a/k/a Vergina Coleman and Edwin W. Coleman	SE1/4 of Section 11, Township 144 North, Range 85 West	60	399
10-1-76	Betty Ann Wille a/k/a Betty Wille a/k/a Bettie Ann Wille and Howard L. Wille	SE1/4 of Section 11, Township 144 North, Range 85 West	60	401

15-18

455

Exhibit A

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9-29-76	Matthew Janssen and Ethel M. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	411
9-29-76	Allen Janssen, a/k/a Bennie Janssen, a/k/a Bennie Allen Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	407
9-27-76	Orline Stroud	SE1/4 of Section 11, Township 144 North, Range 85 West	60	395
9-24-76	Glenys McHugh and Lawrence E. McHugh	SE1/4 of Section 11, Township 144 North, Range 85 West	60	403
9-24-76	Ruth Heuer	SE1/4 of Section 11, Township 144 North, Range 85 West	60	405
9-24-76	Calvin Janssen and Yolande J. Janssen	SE1/4 of Section 11, Township 144 North, Range 85 West	60	413
9-2-76	James K. Cook and Brenda L. Cook	S1/2S1/2 of Section 7, Township 144 North, Range 85 West	60	365
9-2-76	John L. Slinde, Jr., a/k/a John L. Slinde and Myrtle Ann Slinde	S1/2S1/2 of Section 9, Township 144 North, Range 85 West	60	367
10-8-76	Edwin Berg and Bernice Berg	S1/2SW1/4 of Section 11, Township 144 North, Range 85 West	60	369

15-19

45

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7-28-76	Albert Simpfenderfer	SW1/4 of Section 8, Township 144 North, Range 85 West	60	75
12-11-75	Sarfina Maichel	E1/2SE1/4 of Section 10, Township 144 North, Range 85 West	59	13
12-4-75	Wilbur L. Stephens, a/k/a Wilber L. Stephens; and Freda V. Stephens	S1/2 of Section 12, Township 144 North, Range 85 West	58	705
12-3-75	Herbert Scheid, a/k/a Herbert M. Scheid and Mary Scheid	SE1/4SW1/4 of Section 19, Township 144 North, Range 86 West	58	713
12-3-75	Ray Tesky and Wilma Tesky	NE1/4 of Section 20, Township 144 North, Range 86 West	58	711
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4-20-78	Ben Gramm and Frances Gramm; Harold Balas and Joanne Balas; James O. Olson and Connie Kay Olson	W1/2 of Section 14, Township 144 North, Range 86 West	66	551
12-3-75	Dale Morgenstern and Georgia L. Morgenstern	All of Section 21 and S1/2SW1/4 of Section 15, NW1/4NW1/4 of Section 22, all in Township 144, North, Range 86 West	58	709
12-11-75	Hubert V. Sailer and Audrey M. Sailer	W1/2SW1/4, SE1/4SW1/4, NE1/4SW1/4, NW1/4SE1/4 of Section 20, Township 144 North, Range 86 West	59	11

15-20

453

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Date	Grantor	Description	Recording Information Book	Page
10-15-76	Gary Murray and Marjorie Murray	SE1/4SW1/4 of Section 36, Township 144 North, Range 88 West	60	391
[illegible]3-76	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster	S1/2SE1/4 of Section 12, Township 144 North, Range 86 West	60	363
4-12-78	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	S1/2SW1/4 of Section 12, Township 144 North, Range 86 West	66	455
4-14-78	Richard Scheid, a/k/a Richard C. Scheid and Wanda Scheid, a/k/a Wanda F. Scheid	N1/2SE1/4 of Section 15, SE1/4 of Section 19, and the NW1/4SE1/4 of Section 20, all lying in Township 144 North, Range 86 West	66	453
4-12-78	Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	SE1/4 of Section 16, Township 144 North, Range 86 West	66	451
4-12-78	Sharold Oster and LaReine Oster	S1/2SE1/4 of Section 11, Township 144 North, Range 86 West	66	449
4-6-78	Christian R. Bentz and Emma J. Bentz	S1/2SE1/4SW1/4 of Section 11, Township 144 North, Range 86 West	66	447
4-14-78	Benjamin Scheid and Elaine Scheid	N1/2SW1/4 of Section 15, Township 144 North, Range 86 West	66	445
9-16-76	Adolf Raszler and Emela Raszler	NW1/4SE1/4 of Section 32, Township 144 North, Range 87 West	60	359

15-21

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12-4-75	Albert Schwarz, a/k/a Albert M. Schwarz and Larue Schwarz, holders of a contract for deed from Martin Schwarz, a/k/a Martin G. Schwarz and Hilda Schwarz	NW1/4 of Section 35, Township 144 North, Range 87 West	59	5
12-11-75	Frederic S. Messersmith, a/k/a Frederick S. Messersmith	SW1/4 of Section 26, Township 144 North, Range 87 West	59	7
12-10-75	Adam Opp and Carol R. Opp; Henry Adolph and Bertha M. Adolph, a/k/a Henry Adolf and Bertha M. Adolf	E1/2 of Section 26, Township 144 North, Range 87 West	59	9
5-18-78	State of North Dakota	Southeast corner of Section 36, Township 144 North, Range 88 West	68	77

15-22

460

DOCUMENT NO. 134787

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA }
COUNTY OF MERCER } ss.

OFFICE OF
REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record this 19th day of May 1986 at 11:15 o'clock A.M. and was duly recorded in Book 23 - Assignments on Page 453.

Roger B. Auss
Register of Deeds

By Nilda Lang, Dep.

REGISTER OF DEEDS
SEAL
MERCER COUNTY, N. DAK.

$19.00 pd. M.D.U. Co.

WTR-RE-001/003 140193

ASSIGNMENT OF INTEREST

KNOW ALL MEN BY THESE PRESENTS: That Minnesota Power & Light Company, a Minnesota corporation, also known as Minnesota Power, 30 West Superior Street, Duluth, Minnesota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer, and set over unto Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc., a Delaware corporation, an undivided 2.5 percent right, title and interest in and to the easements and rights-of-way located in Mercer County, North Dakota, more particularly described in Exhibit "A", attached hereto and made a part hereof.

To have and to hold the same, together with the rights incident thereto, for itself, and for its successors and assigns.

IN WITNESS WHEREOF, Minnesota Power & Light Co. has caused this Assignment to be executed in its corporate name to be effective as of May 2, 1988.

MINNESOTA POWER & LIGHT CO., a Minnesota corporation, also known as Minnesota Power.

ATTEST:

By: Thomas A. Micheletti
Thomas A. Micheletti
Vice President, General Counsel and Secretary

By: A. J. Sandbulte
Arend J. Sandbulte
President and Chief Operating Officer

STATE OF MINNESOTA)
) SS
COUNTY OF ST. LOUIS)

On this 25 day of April, 1988, before me personally appeared Arend J. Sandbulte, President and Chief Operating Officer, and Thomas A. Micheletti, Vice President, General Counsel and Secretary, respectively, of Minnesota Power & Light Company, a Minnesota corporation, described in and which executed the foregoing instrument, and acknowledged to me that said corporation executed the same.

DONNA C. ZIMM
NOTARY PUBLIC-MINNESOTA
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 17, 1988

Donna C. Zimm
Notary Public
St. Louis County, Minnesota

My Commission expires: 6-17-88

26 Assgnmt 3

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EXHIBIT A TO STATE OF NORTH DAKOTA COUNTY OF MCLEAN

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7-28-76	Albert Simpfenderfer	SW1/4 of Section 8, Township 144 North, Range 85 West	60	75
12-11-75	Sarfina Maichel	E1/2SE1/4 of Section 10, Township 144 North, Range 85 West	59	13
12-4-75	Wilbur L. Stephens, a/k/a Wilber L. Stephens; and Freda V. Stephens	S1/2 of Section 12, Township 144 North, Range 85 West	58	705
12-3-75	Herbert Scheid, a/k/a Herbert M. Scheid and Mary Scheid	SE1/4SW1/4 of Section 19, Township 144 North, Range 86 West	58	713
12-3-75	Ray Tesky and Wilma Tesky	NE1/4 of Section 20, Township 144 North, Range 86 West	58	711
12-3-75	Ed Bentz and Esther Bentz	E1/2 of Section 14, Township 144 North, Range 86 West; SE1/4 of Section 8, Township 144 North, Range 85 West	58	707
4-20-78	Ben Gramm and Frances Gramm; Harold Balas and Joanne Balas; James O. Olson and Connie Kay Olson	W1/2 of Section 14, Township 144 North, Range 86 West	66	551
12-3-75	Dale Morgenstern and Georgia L. Morgenstern	All of Section 21 and S1/2SW1/4 of Section 15, NW1/4NW1/4 of Section 22, all in Township 144, North, Range 86 West	58	709
12-11-75	Hubert V. Sailer and Audrey M. Sailer	W1/2SW1/4, SE1/4SW1/4, NE1/4SW1/4, NW1/4SE1/4 of Section 20, Township 144 North, Range 86 West	59	11

NOTICE: Exhibit A does not include metes and bounds land descriptions, if any, or special easements terms. Examine easements referenced herein.

Date	Grantor	Description	Recording Information Book	Page
10-15-76	Gary Murray and Marjorie Murray	SE1/4SW1/4 of Section 36, Township 144 North, Range 88 West	60	391
9-3-76	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster	S1/2SE1/4 of Section 12, Township 144 North, Range 86 West	60	363
4-12-78	Sharold Oster and LaReine Oster; Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	S1/2SW1/4 of Section 12, Township 144 North, Range 86 West	66	455
4-14-78	Richard Scheid, a/k/a Richard C. Scheid and Wanda Scheid, a/k/a Wanda F. Scheid	N1/2SE1/4 of Section 15, SE1/4 of Section 19, and the NW1/4SE1/4 of Section 20, all lying in Township 144 North, Range 86 West	66	453
4-12-78	Edwin L. Oster and Freda Oster, a/k/a Frieda Oster	SE1/4 of Section 16, Township 144 North, Range 86 West	66	451
4-12-78	Sharold Oster and LaReine Oster	S1/2SE1/4 of Section 11, Township 144 North, Range 86 West	66	449
4-6-78	Christian R. Bentz and Emma J. Bentz	S1/2SE1/4SW1/4 of Section 11, Township 144 North, Range 86 West	66	447
4-14-78	Benjamin Scheid and Elaine Scheid	N1/2SW1/4 of Section 15, Township 144 North, Range 86 West	66	445
9-16-76	Adolf Raszler and Emela Raszler	NW1/4SE1/4 of Section 32, Township 144 North, Range 87 West	60	359

15-28

EXHIBIT A, PAGE 5 OF 5, STATE OF NORTH DAKOTA, COUNTY OF MERCER

NOTICE: Exhibit A does not include metes and bounds land descriptions, if any; or special easements terms. Examine easements referenced herein.

Date	Grantor	Description	Recording Information Book	Page
9-16-76	Ingrid M. Anderson and Adolph Anderson	SE1/4SE1/4 of Section 27, Township 144 North, Range 87 West	60	361
9-15-76	Edwin Raszler and Frances E. Raszler	SW1/4 and S1/2NE1/4 of Section 32, Township 144 North, Range 87 West	60	357
12-4-75	Albert Schwarz, a/k/a Albert M. Schwarz and Larue Schwarz, holders of a contract for deed from Martin Schwarz, a/k/a Martin G. Schwarz and Hilda Schwarz	NW1/4 of Section 35, Township 144 North, Range 87 West	59	5
12-11-75	Frederic S. Messersmith, a/k/a Frederick S. Messersmith	SW1/4 of Section 26, Township 144 North, Range 87 West	59	7
12-10-75	Adam Opp and Carol R. Opp; Henry Adolph and Bertha M. Adolph, a/k/a Henry Adolf and Bertha M. Adolf	E1/2 of Section 26, Township 144 North, Range 87 West	59	9
5-18-78	State of North Dakota	Southeast corner of Section 36, Township 144 North, Range 88 West	68	77

15-29

MORTGAGEE
MORTGAGOR
GRANTOR
GRANTEE
INDEXED

DOCUMENT NO. 140193

STATE OF NORTH DAKOTA } ss
COUNTY OF MERCER } OFFICE OF REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record this 9th day of May, A.D. 88 at 10:30 o'clock A.M. and was duly recorded in Book 26-Assgn. on Page 3.

Jeanette Sailer
Register of Deeds
By: Kathryn Schuermann
Deputy

SEAL

$141.00 pd Montana-Dakota Utilities Co.

Parcel 16

Parcel Background

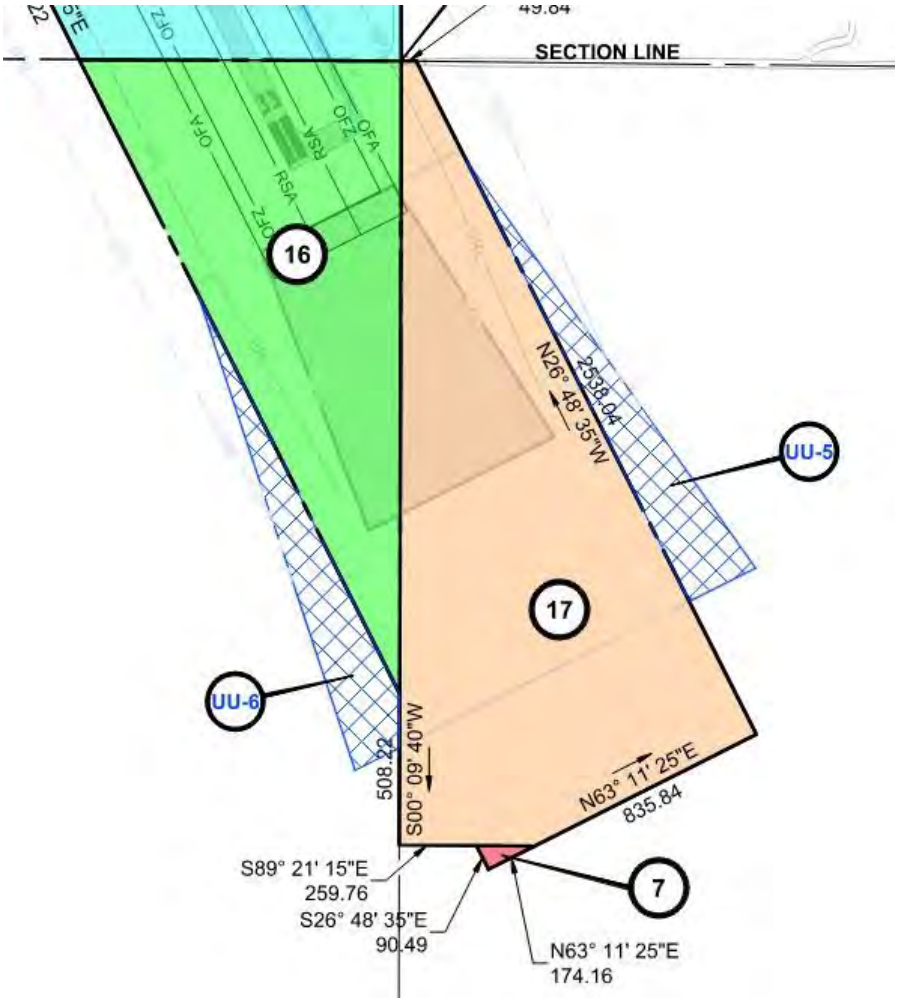
Parcel 16 was acquired at the same time as Parcels 7, 13, 14, 15, and 17 for the purpose of a new runway with a north-northwest to south-southeast alignment. The property was acquired in 1993. Later in 1993, Mercer County vacated the section lines adjacent to Parcels 15, 16, and 17 to allow for the runway development.

Property Record

MCD 151614 Warranty Deed
MCD 151784 Resolution Vacating Section Lines (see Parcel 15)

Encumbrances

MCD 209539 ELE-RE-007 OMEC
MCD 100986 MIN-RE-001
MCD 101771 WTR-RE-003 Fidelity
MCD 126877 WTR-RE-001/003 Multiple (see Parcel 15)
MCD 134787 WTR-RE-001/003 MDU (see Parcel 15)
MCD 140193 WTR-RE-001/003 MDU (see Parcel 15)



Ind.-Corp. NO. 48

WARRANTY DEED

THIS INDENTURE, made this 16th day of June, 1993, between LaROY J. LENNIE and MARY E. LENNIE, husband and wife, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars, and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

A tract of land located in the Northeast Quarter of Section 21, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows:

Commencing at the Northeast corner of said Section 21, this being the point of beginning; thence southerly along the section line S 0°09'40" W 2129.43 feet; thence N 26°48'35" W 2391.50 feet to the North line of said Section 21; thence S 89°44'07" E 1084.63 feet to the point of beginning.

The above described tract contains 26.51 acres, more or less. The East line of said Section 21 was assumed on a base bearing of N 0°09'40" E and all other bearings are referenced to it.

This property is shown on the attached Exhibit A, which is hereby incorporated herein and made a part of this deed.

THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS EXEMPT UNDER NDCC 11-18-02(6)(e).

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee that he is well seized in fee of the land and premises 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 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.

WITNESS, the hand of the grantor:

LaRoy J. Lennie

LaRoy J. Lennie

Mary E. Lennie

Mary E. Lennie

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 16th day of June, 1993, by LaRoy J. Lennie and Mary E. Lennie, husband and wife.

Patrick A. Donovan

Notary Public
State of North Dakota

My Commission Expires:

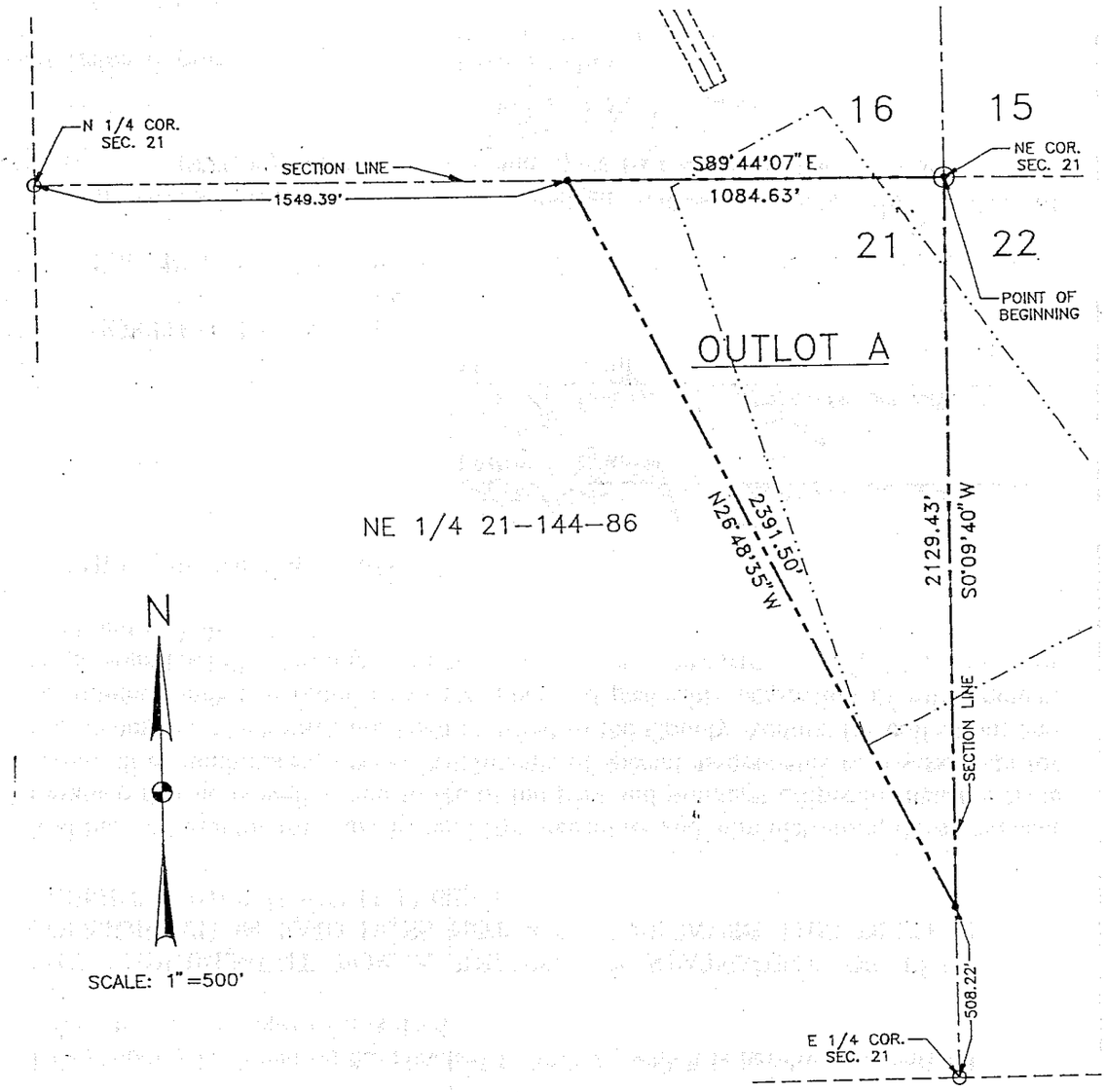
PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires: DEC. 4, 1995

110 Deed 411

Exhibit A

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT A

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THIS BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE SECTION LINE S0°09'40"W 2129.43 FEET THENCE N26°48'35"W 2391.50 FEET TO THE NORTH LINE OF SAID SECTION 21; THENCE S89°44'07"E 1084.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 26.51 ACRES, MORE OR LESS. THE EAST LINE OF SAID SECTION 21 WAS ASSUMED ON A BASE BEARING OF N0°09'40"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

DELINQUENT TAXES, SPECIAL ASSESSMENTS, OR INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND TRANSFER ENTERED THIS 16th DAY OF June 19 93

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

DOCUMENT NO. 151614
STATE OF NORTH DAKOTA
COUNTY OF MERCER
OFFICE OF REGISTER OF DEEDS
I hereby certify that within instrument was filed in this office for record this 16th day of June 19 93 at 2:35 o'clock P. M and was duly recorded in Book 110 Deeds on Page 411.
Jeanette Sailer
Register of Deeds
REGISTER OF DEEDS

00678

ELE-RE-007

FORM LE-189R

NO. 62

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (Whether one or more) Gottlob Unterseher & Paulina Unterseher (Husband & wife) (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Hazen, North Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

A tract of land approximately 320 acres in area, located 2 miles in a SE direction from the Town of Hazen, and further described as being in NE¼ 21 NW¼ Section 22, Township, 144, Range 86.

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of October, 1947.

Gottlob Unterseher (L.S.)

Paulina Unterseher (L.S.)

Signed, sealed and delivered in the presence of:

209539

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/16/2015 at 2:08 PM, and was duly recorded a Book 208 MISC on Page 199 Fee: $13.00

County Recorder Brenda L. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H HAZEN, ND 58545

MORTGAGEE
MORTGAGOR
INDEXED ✓

COUNTY RECORDER SEAL MERCER COUNTY, N. DAK.

208 Misc 199

87000

(1)
STATE OF NORTH DAKOTA

COUNTY OF _____ SS.

_____ being first duly sworn says that he is one of the witnesses to the above and foregoing easements, that

_____ and _____ whose names is and/or are subscribed to the above and foregoing instruments as a party is and/or are the persons described in said easement and that he signed said instrument in my presence and that I in their presence signed my name thereto as a subscribing witness.

_____

SUBSCRIBED and sworn to before me this _____ day of _____ 19____

_____
Notary Public in and for the County of _____ and State of North Dakota.

My commission expires _____

(1)
STATE OF NORTH DAKOTA
COUNTY OF _____ SS.

On this _____ day of _____ 19__ before me _____ A Notary Public within and for the State of North Dakota, personally appeared _____ known to me to be one of the persons who subscribed his name to the above and foregoing instrument as a witness, and who acknowledged to me that he subscribed his name thereto as such witness, and who proved to me that the person who and/or whose names are subscribed to the foregoing instrument are the persons described in it.

_____
Notary Public in and for the County of _____ and State of North Dakota.

My commission expires _____

* * * * * * * * * * *

(2)
STATE OF NORTH DAKOTA

County of Mercer SS.

On this 20th day of October 19 47, before me Otta Richter, a Notary Public in and for said County and State, personally appeared Gottlob Untereschers and Paulina Untereschers known to me to be the persons who described in and who executed the within and foregoing instrument and acknowledged to me that They executed the same.

Otto Richter
Notary Public in and for the County of Mercer and state of North Dakota

My commission expires 10-22-48

NOTARY PUBLIC STATE OF NORTH DAKOTA

No. 13

MIN-RE-001

STATE OF NORTH DAKOTA)
)
COUNTY OF MERCER)

IN COUNTY COURT

IN THE MATTER OF THE ESTATE OF GERHARDT TESKY, a/k/a GERHART TESKY, Deceased.

Leonard Krausz,

Petitioner,

vs.

Donald R. Tesky, Robert Tesky, Luella Oler, Rudolph Tesky, Byron Pulles, As Administrator of the Estate of Clara Tesky, Deceased; and Dianne J. Tesky, as the Guardian of the persons and estates of Ruby D. Tesky and Linda Lou Tesky, Incompetents,

Respondents.

FINAL DECREE OF DISTRIBUTION

IT APPEARING TO THE COURT, On satisfactory proofs and the evidence, that the expenses of last sickness and funeral of said decedent, the costs of administration of said estate, and all debts and claims allowed against said estate have been fully paid and discharged, and that the Administrator of said estate has filed his final account which has been duly settled and allowed by this court;

AND IT FURTHER APPEARING, That due notice of the application for this final decree in said matter, assigning the estate to the persons thereto entitled by law, has likewise been duly given or waived pursuant to law in such case made and provided;

AND IT FURTHER APPEARING, That all estate and inheritance taxes, income taxes of the decedent, and all state, county, school and municipal taxes legally levied upon personal property of the said estate, have been fully paid;

AND IT FURTHER APPEARING, That said decedent died intestate on the 2nd day of December, 1971, and that the residue of said estate for distribution consists of the following described property:

Cash in the Bank of Beulah in the amount of $4,318.33.

A 25% undivided interest in and to all oil, gas, coal, and other minerals in and under the West Half ($W\frac{1}{2}$) of Section 21, Twp. 144, Range 86, Mercer County, North Dakota.

A 25% undivided interest in and to all oil, gas, and other minerals in and under the East Half ($E\frac{1}{2}$) of Section 21, Twp. 144, Range 86, Mercer County, North Dakota, and also

MOND M. HAGEN
TORNEY AT LAW
AH, N. DAK. 58523

67 Deeds 247

A 50% undivided interest in and to all coal, under the East Half ($E\frac{1}{2}$) of Section 21, Twp. 144, Range 86, Mercer County, North Dakota.

A 50% undivided interest in and to all oil, gas, and other minerals in and under the following described property: The South 175 acres of the North Half ($N\frac{1}{2}$) of Section 2, Twp. 145, Range 85, and the Southeast Quarter ($SE\frac{1}{4}$) of Section 34, less 14.57 acres in Twp. 146, Range 85, Mercer County, North Dakota.

AND IT FURTHER APPEARING, That the following named persons are the ones entitled to the residue of said estate by law, viz:

Byron Pulles, As Administrator of the Estate of Clara Tesky, Deceased.

Donald R. Tesky.

Robert Tesky.

Luella Oler.

Rudolph Tesky.

Dianne J. Tesky, as the Guardian of the person and estate of Ruby D. Tesky, Incompetent.

Dianne J. Tesky, as the Guardian of the person and estate of Linda Lou Tesky, Incompetent.

NOW, THEREFORE, On the petition of Leonard Krausz, Administrato of the said estate and pursuant to the due notice and the law in such cases made and provided,

IT IS DECREED, And this Court, by virtue of the powers and authority vested in the same by law, does hereby DECREE That all and singular of the above described property, be and the same is hereby assigned to and vested in the above named persons in the following proportions:

Cash is decreed as follows:

To Byron Pulles, As Administrator of the Clara Tesky Estate - $2,159.17.

To Donald R. Tesky - $359.86.

To Robert Tesky - $359.86.

To Luella Oler - $359.86.

To Rudolph Tesky - $359.86.

To Dianne J. Tesky, as the Guardian of the Person and Estate of:

Ruby D. Tesky - $359.86.

Linda Lou Tesky - $359.86.

The mineral interests are decreed in the following proportions:

To Byron Pulles, as Administrator of the Clara Tesky Estate - One Half (½) of the undivided mineral interests listed herein.

To Donald R. Tesky - One-Twelfth (1/12) of the undivided mineral interests listed herein.

To Robert Tesky - One-Twelfth (1/12) of the undivided mineral interests listed herein.

To Luella Oler - One-Twelfth (1/12) of the undivided mineral interests listed herein.

To Rudolph Tesky - One-Twelfth (1/12) of the undivided mineral interests listed herein.

To Ruby D. Tesky - One-Twelfth (1/12) of the undivided mineral interests listed herein. She being incompetent, and her Guardian being Dianne J. Tesky.

To Linda Lou Tesky - One-Twelfth (1/12) of the undivided mineral interests listed herein. She being incompetent, and her Guardian being Dianne J. Tesky.

Together, with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said above named persons, their heirs and assigns, forever.

DATED this 26 day of June, 1975.

BY THE COURT:

Harold E. Buri

HAROLD E. BURI, JUDGE

STATE OF NORTH DAKOTA } ss
COUNTY OF MERCER, } OFFICE OF THE COUNTY JUDGE
STANTON, N. DAK.
I Hereby certify that the within instrument was filed this JUN 26 1975
Harold E. Buri
COUNTY JUDGE

MOND M. HAGEN
TTORNEY AT LAW
LAH, N. DAK. 58523

STATE OF NORTH DAKOTA
County of Mercer

In the Matter of the Estate of
Gerhardt TEsky a/k/a Gerhart Te
Deceased

I, Harold E. Burt Judge of the County Court within and for said county, do hereby certify that the within and foregoing is a full, true, correct and complete transcript and copy of the original, Final Decree of Distribution

in the above entitled action as the same now appears on file and of record in my office.

Witness my hand and official seal this 27 day of June 19 75.

(SEAL)

Harold E. Burt
Judge of the County Court.

"Buy North Dakota Products"

Document #100986

STATE OF NORTH DAKOTA, COUNTY OF MERCER. } ss. OFFICE OF REGISTER OF DEEDS

I hereby certify that the within instrument was filed in this office for record this 27th day of June 19 75 at 10:45 o'clock A M., and was duly recorded in Book 67 of Deeds on Page 247

Ted Reinert
Register of Deeds.

REGISTER OF DEEDS ★ SEAL ★ Mercer County, N. Dak.

WTR-RE-001 101771

CW-M 17, 9
17

NO. 16

1786-727

FIDELITY GAS CO.

WATER PIPELINE EASEMENT BY OWNER

THIS INDENTURE, Made this 3rd day of December, 1975, between FIDELITY GAS CO., a Delaware corporation, 400 North Fourth Street, Bismarck, North Dakota, its successors and assigns, hereinafter referred to as "Company," and the following-named persons, hereinafter, whether singular or plural, called "Owner": DALE MORGENSTERN and GEORGIA L. MORGENSTERN, his wife

of Hazen, North Dakota.

WITNESSETH: That for valuable consideration received, Owner does hereby grant, bargain, sell and convey unto Company, its successors and assigns, forever, an easement with the right to survey, construct, operate, maintain, repair, remove and replace a water pipeline or lines in one ditch, including necessary pipes, poles, vents, fixtures and cathodic protection equipment, through, over, under and across the following-described property, situated in the County of _____, State of North Dakota, to-wit:

All of Section Twenty-one (21) and the South Half of the Southwest Quarter (S½SW¼) of Section Fifteen (15), the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section Twenty-two (22), all in Township One Hundred Forty-four (144) North, Range Eighty-six (86) West of the Fifth Principal Meridian.

This easement shall also grant to Company the right to lay a cable for the transmission of electricity in the same ditch as the water pipeline or lines.

Owner agrees not to build, create or construct or permit to be built, created or constructed any obstruction, building, engineering works or other structures over, under or that would interfere with said pipeline or Company's rights hereunder.

Owner hereby grants to Company, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of surveying, laying, constructing, maintaining, operating, replacing, repairing or removing said pipeline or lines and for the purpose of doing all necessary work in connection therewith.

Company, by the acceptance hereof, agrees that it will pay any and all damages which may result, including, but not limited to, crops, fences, buildings and improvements on said premises, caused by construction, maintenance, repair, operation, replacement or removal of said pipeline or lines. The pipeline or lines shall be buried at a sufficient depth so as not to interfere with normal tilling methods.

All agreements between the parties with reference to the above transaction are contained in this written agreement and there are no understandings or verbal agreements to the contrary.

IN WITNESS WHEREOF, Owner has executed these presents as of the day and year first above written.

Dale Morgenstern

Georgia L. Morgenstern

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF Mercer)

On this 3rd day of December, 1975 before me personally appeared Dale Morgenstern and Georgia L. Morgenstern, his wife, known to me to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

Edward M. Detzler

(SEAL)

Notary Public
_____ County, North Dakota
My Commission Expires: _____

EDWARD M. DETZLER
Notary Public, BURLEIGH CO. N. DAK.
My Commission Expires MAR. 8, 1976

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF _____)

On this _____ day of _____, 19___, before me personally appeared _____ and _____, known to me to be the _____ and _____, respectively, of the corporation described in and which executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

(SEAL)

Notary Public
_____ County, North Dakota

16-10

58 Misc. 709

Document No. 101771

STATE OF NORTH DAKOTA, } ss. OFFICE OF REGISTER OF DEEDS
COUNTY OF MERCER.

I hereby certify that the within instrument was filed in this office for record this 10th day of Dec. 19 75, at 10:10 o'clock A M., and was duly recorded in Book 58 Misc. on Page 709

Fred Reuter
Register of Deeds.

by Mina Reinhalt Deputy

REGISTER OF DEEDS * SEAL * Mercer County, N. Dak.

Parcel 17

Parcel Background

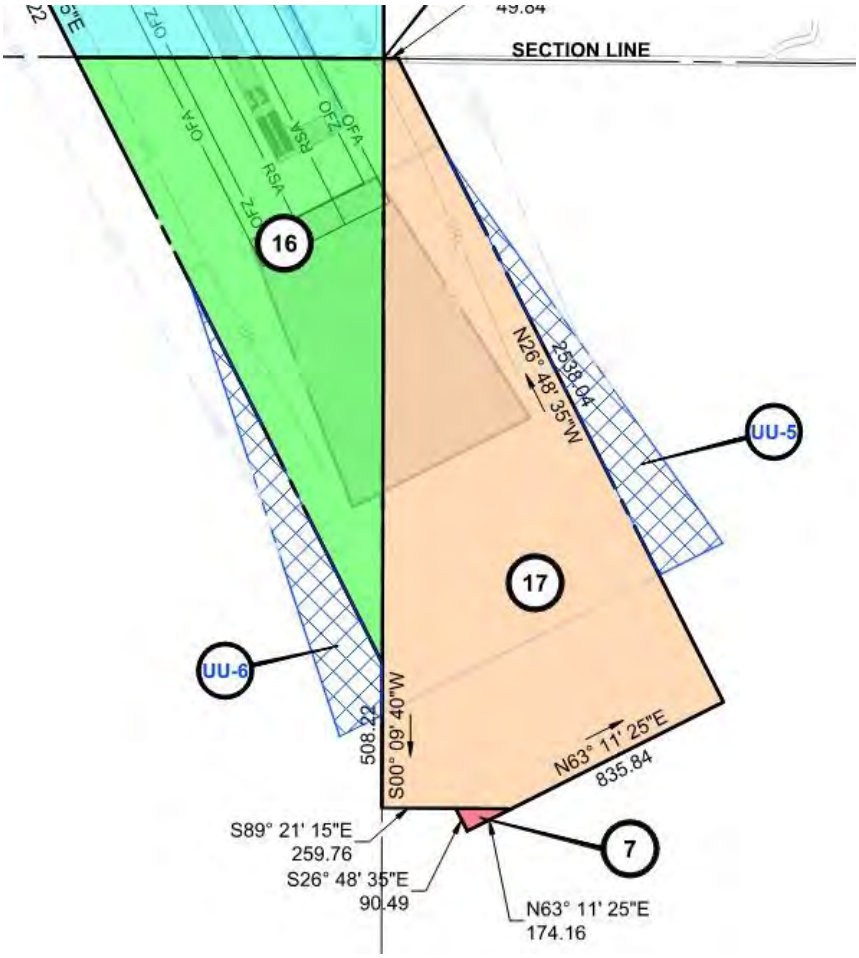
Parcel 17 was acquired at the same time as Parcels 7, 13, 14, 15, and 16 for the purpose of a new runway with a north-northwest to south-southeast alignment. Parcels 7 and 17 were primarily for the purpose of securing sufficient property for an eventual extension of the runway to the south. The property was acquired in 1993. Later in 1993, Mercer County vacated the section lines adjacent to Parcels 15, 16, and 17 to allow for the runway development.

Property Record

MCD 151019 Warranty Deed
MCD 151784 Resolution Vacating Section Lines (see Parcel 15)

Encumbrances

MCD 209538 ELE-RE-006 OMEC
MCD 209539 ELE-RE-007 OMEC (see Parcel 16)
MCD 101771 WTR-RE-001 Fidelity (see Parcel 16)
MCD 126877 WTR-RE-001/003 Multiple (see Parcel 15)
MCD 134787 WTR-RE-001/003 MDU (see Parcel 15)
MCD 140193 WTR-RE-001/003 MDU (see Parcel 15)



Ind.-Corp. NO. 55

WARRANTY DEED

THIS INDENTURE, made this 22nd day of March, 1993, between DALE L. ROEMMICH and SANDRA ROEMMICH, husband and wife, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, ND 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars, and other good and valuable consideration, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of MERCER and State of North Dakota, and described as follows, to-wit:

A tract of land located in the West Half of Section 22, Township 144 North, Range 86 West of the 5th Principal Meridian, Mercer County, North Dakota. Said tract being described as follows:

Commencing at the Northwest corner of said Section 22, this being the point of beginning; thence easterly along the section line S 89°21'15" E 49.84 feet; thence S 26°48'35" E 2538.04 feet; thence S 63°11'25" W 835.84 feet; thence N 89°21'15" W 466.16 feet to the west line of Section 22; thence N 0°09'40" E 2637.65 feet to the point of beginning.

The above described tract contains 39.64 acres, more or less. The West line of said Section 22 was assumed on a base bearing of N 0°09'40" E and all other bearings are referenced to it.

This property is shown on the attached Exhibit A, which is hereby incorporated herein and made a part of this deed.

THE REQUIREMENT FOR A REPORT OR STATEMENT OF FULL CONSIDERATION PAID DOES NOT APPLY BECAUSE THIS DEED IS EXEMPT UNDER NDCC 11-18-02(6)(e).

And the said grantor for himself, his heirs, executors and administrators, does covenant with the grantee that he is well seized in fee of the land and premises 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 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.

WITNESS, the hand of the grantor:

Dale L. Roemmich

Dale L. Roemmich

Sandra Roemmich

Sandra Roemmich

STATE OF NORTH DAKOTA)
) ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 22nd day of March, 1993, by Dale L. Roemmich and Sandra Roemmich, husband and wife.

Patrick A. Donovan

Notary Public
State of North Dakota

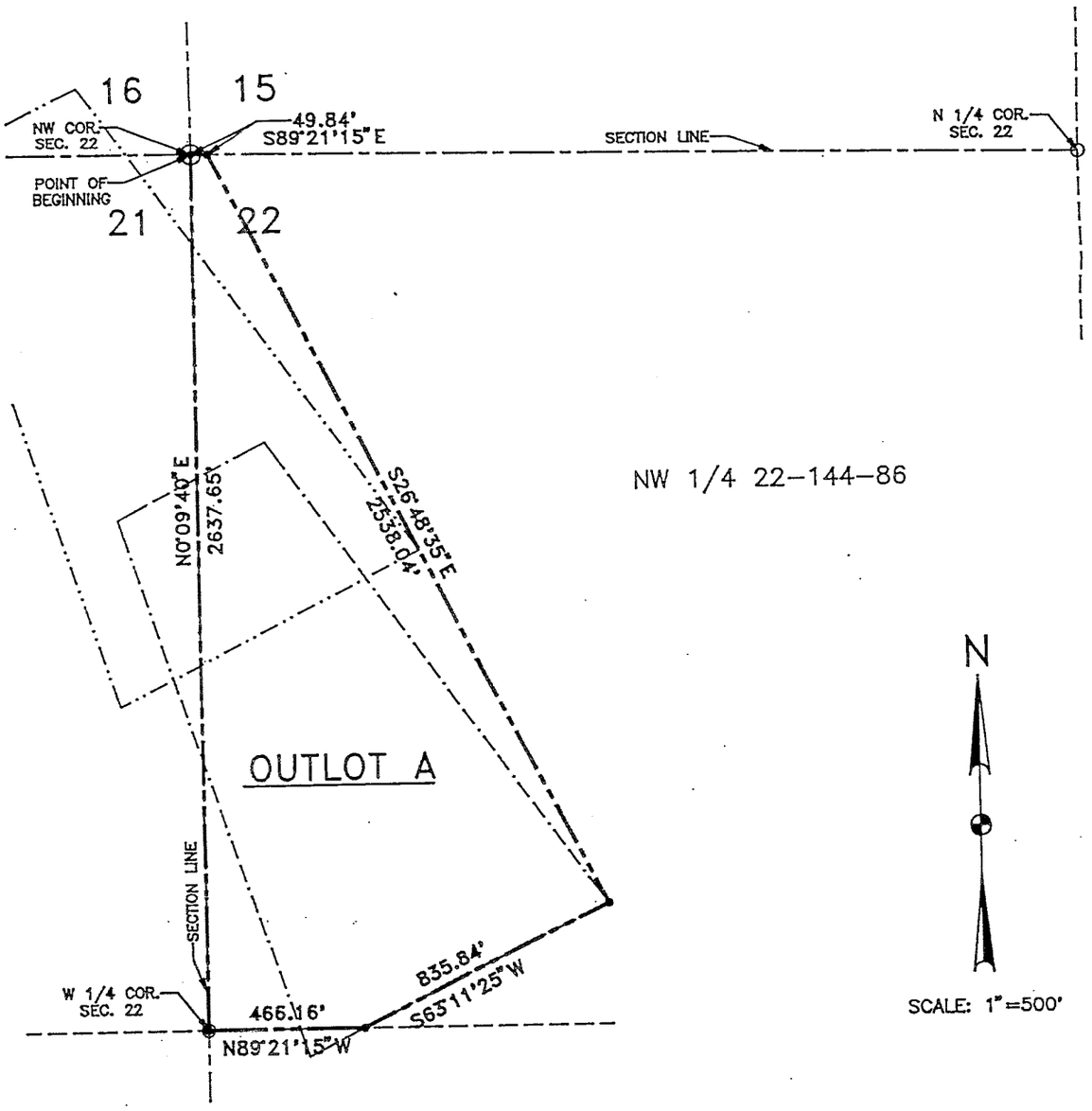
My Commission Expires:

PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires: DEC. 4, 1995

110 Deed 83

PARCEL PLAT

MERCER COUNTY REGIONAL AIRPORT
HAZEN, NORTH DAKOTA



OUTLOT A

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE 5TH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA. SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 22, THIS BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE SECTION LINE S89°21'15"E 49.84 FEET; THENCE S26°48'35"E 2538.04 FEET; THENCE S63°11'25"W 835.84 FEET; THENCE N89°21'15"W 466.16 FEET TO THE WEST LINE OF SECTION 22; THENCE N0°09'40"E 2637.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 39.64 ACRES, MORE OR LESS. THE WEST LINE OF SAID SECTION 22 WAS ASSUMED ON A BASE BEARING OF N0°09'40"E AND ALL OTHER BEARINGS ARE REFERENCED TO IT.

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

DELINQUENT TAXES, SPECIAL ASSESSMENTS, Un
INSTALLMENTS OF SPECIAL ASSESSMENTS PAID AND
TRANSFER ENTERED THIS 23rd DAY OF
March 19 93
Dora Retterath
COUNTY AUDITOR OF MERCER COUNTY N. DAK
by: Sandra K Bohrer Deputy

DOCUMENT NO. 151619

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
REGISTER OF DEEDS

I hereby certify that within instrument was filed in this office for record this 23rd day of March 1993 at 10:00 o'clock A. M. and was duly recorded in Book 110 - Deeds on Page 83

Jeanette Sailer
Register of Deeds

By _____
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

$7.00 chg. Richardson Law Office

NO. 64

RIGHT-OF-WAY EASEMENT

ELE-RE-006

Dale & Sandra Roemmich (hereinafter called the "Grantor") (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Oliver-Mercer Electric Cooperative, Inc., (hereinafter called "Grantee") whose post office address is Hazen, North Dakota, 58545, and to its successors or assigns, an easement for 99 years, situated in the County of Mercer, State of North Dakota, and more particularly described as follows:

Twp 144 N - R 86 W N.W. 1/4 of Sec #22



to construct, reconstruct, relocate, rephase, remove, repair, operate and maintain on or under the above described lands, and/or in, upon or under all streets, roads or highways abutting said lands, an electric distribution line or system; to cut, trim eradicate and control the growth by chemical means, machinery or otherwise, of trees and shrubbery located within 15 feet of the center of line of said line system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (indicating any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification or communication purposes.

The undersigned Grantor agrees that all poles, wires, cables and other facilities including any main service entrance equipment installed on or below the above described lands at the Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service to or on said lands.

Any damages to the surface of the right-of-way or to crops, fences, gates, drains, ditches or lines of the Grantor, caused by the Grantee in the installation, repair, maintenance, reconstruction or removal of said electric properties and appurtenances, shall be promptly repaired, replaced or paid for by the Grantee, provided a claim therefore is presented to the Grantee at its General Office within ninety (90) days after such damages occur. If the amount of said damages cannot be agreed upon, then the Grantor and Grantee shall each select an arbitrator, and these two shall select a third arbirator, and the decision and award of the arbitrators shall be final.

The undersigned Grantor convenants and agrees that no barrier of trees, shrubs, etc., and no structure or building shall be placed over underground conduits and electric lines and no construction shall be maintained or placed beneath over-the-ground electric lines and associated structures without the express written consent of the Grantee.

This Easement also includes a right-of-access to and from said real estate and Grantee's right-of-way for the purpose of connecting or reconnecting any part of the Grantee's system to or from said property with said system or to or from any other property on or coming on said system.

This Easement includes such additional rights of use and occupancy as shall be necessary for the use, maintenance, and operation of Grantee's system on said right-of-way, including but not limited to, anchors, guy wires, supporting poles or structures and the like as they were originally constructed or may thereafter be constructed.

The overall operating height of vehicles and equipment known to cultivate or traverse lands within the easement is less than N/A feet.

Dated this 12 day of July, 19 93.

x Dale J Roemmich x Sandra Roemmich

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Mercer)

The foregoing instrument was acknowledged before me this 12 day of July 1993 by Dale & Sandra Roemmick.

My Commission Expires:
4-11-95

Notary Public, State of North Dakota

208 Misc. 197

209538

STATE OF NORTH DAKOTA
COUNTY OF MERCER

OFFICE OF
COUNTY RECORDER

I hereby certify that the within instrument was filed in this office for record this 12/16/2015 at 2:07 PM, and was duly recorded a Book 208 MISC on Page 197 Fee: $23.00

MORTGAGEE
MORTGAGOR
INDEXED ✓

County Recorder Brenda K. Cook

By Deputy

Return To: ROUGHRIDER ELECTRIC COOPERATIVE, INC., 800 H
HAZEN, ND 58545

COUNTY RECORDER
SEAL
MERCER COUNTY, N DAK.

Parcel 18

Parcel Background

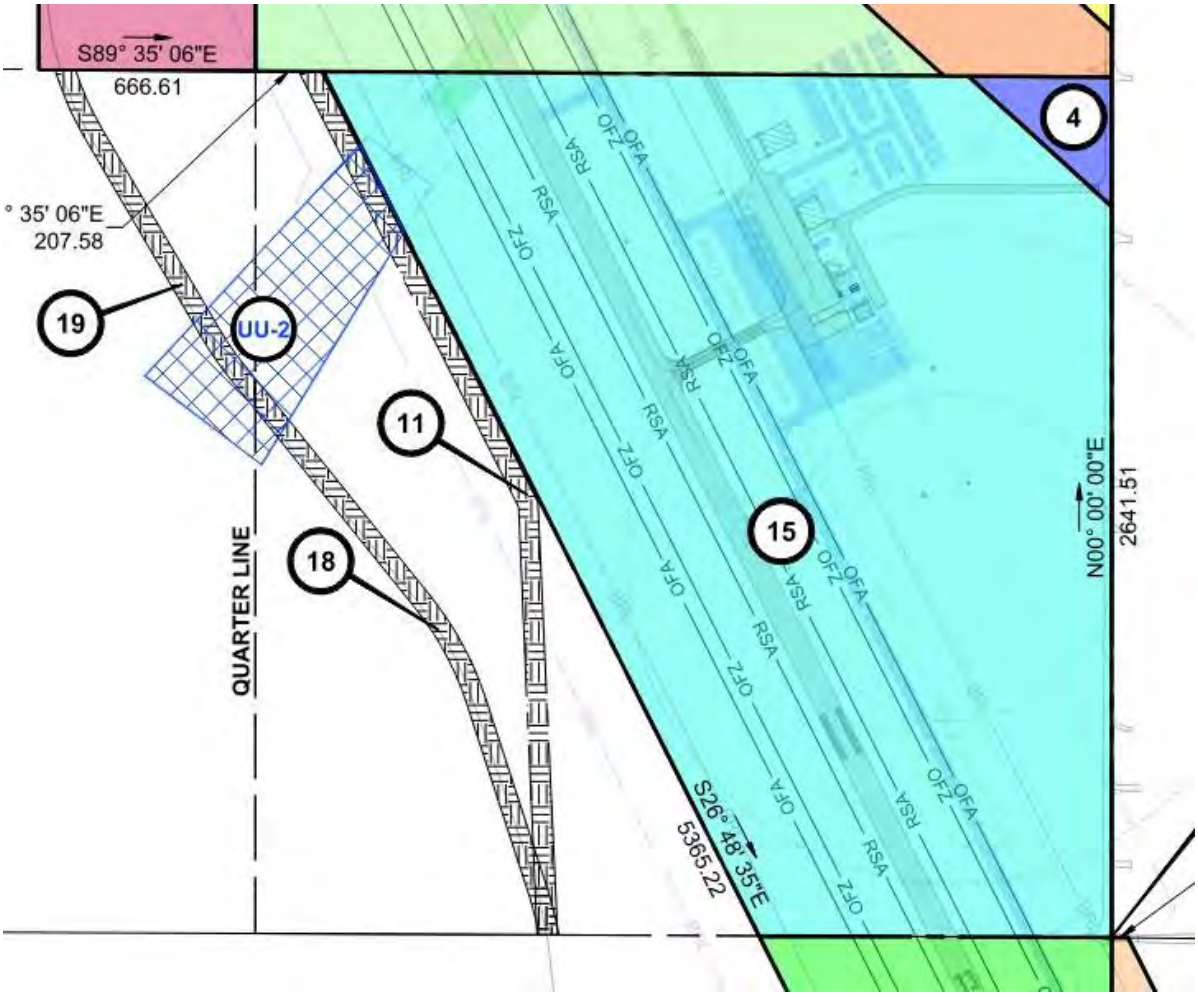
Parcel 18 was acquired as a right of way easement from the same property owner for Parcel 15. Parcels 11 and 19 were also acquired at the same time from the same property owner for the purpose of establishing a road with right of way on the west side of the airport. The property was acquired in 1993.

Property Record

MCD 151540 Right of Way Easement

Encumbrances

Not Applicable



No. 37

RIGHT-OF-WAY EASEMENT

This indenture, made this 3rd day of June, 1993, between RICKY R. SCHEID and ZOLA SCHEID, husband and wife, grantor, whether one or more, and MERCER COUNTY REGIONAL AIRPORT AUTHORITY, a body public and corporate under the laws of the State of North Dakota, grantee, whose post office address is P.O. Box 507, Hazen, North Dakota 58545.

WITNESSETH, for and in consideration of the sum of One and no/100 Dollars and other good and valuable consideration, grantor does hereby grant to the grantee the right to enter upon the below-described real property and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, and across the property embraced within the right-of-way described below that is located within the boundaries of the real property.

The easement and right-of-way granted by this instrument is for a period of 99 years and is to run with the land described as follows:

See Attachment "A".

Grantors herein specifically give the grantee and the public the right of ingress and egress on such roadway so long as this easement shall remain in full force and effect.

Witness the hand of the grantor.

Ricky R. Scheid
Ricky R. Scheid

Zola Scheid
Zola Scheid

STATE OF NORTH DAKOTA)
)ss
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this 3rd day of ~~May~~ June, 1993, by Ricky R. Scheid and Zola Scheid, husband and wife.

My commission expires:

Patrick A. Donovan
Notary Public

PATRICK A. DONOVAN
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 4, 1995

126 MISC 455

PARCEL NO. 1

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET WIDE LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 16, 1,656.14 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTHEASTERLY S39°30'47"E A DISTANCE OF 820.09 FEET TO THE P.C. OF A 6°00'00" CURVE OF ARC DEFINITION, A DEFLECTION ANGLE OF 20°51"49" RIGHT AND A RADIUS OF 954.93 FEET; THENCE SOUTHEASTERLY ALONG THE CURVE AN ARC DISTANCE OF 347.73 FEET; THENCE S18°38'58"E A DISTANCE OF 772.62 FEET TO THE P.C. OF A 6°00'00" CURVE OF ARC DEFINITION, A DEFLECTION ANGLE OF 11°28'08" RIGHT, AND A RADIUS OF 954.93 FEET; THENCE SOUTHEASTERLY ALONG THE CURVE AN ARC DISTANCE OF 188.05 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 16.

SAID DESCRIBED TRACE CONTAINS 2.66 ACRES, MORE OR LESS.

PARCEL NO. 2

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 144 NORTH, RANGE 86 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MERCER COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET WIDE LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE NORTH-SOUTH QUARTER LINE LOCATED 1,656.14 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE N39°30'47"W A DISTANCE OF 81.51 FEET TO THE P.T. OF A 6°00'00" CURVE OF ARC DEFINITION; DEFLECTION ANGLE OF 9°07'38" RIGHT, AND A RADIUS OF 954.93 FEET; THENCE NORTHWESTERLY ALONG THE CURVE AND ARC LENGTH OF 152.12 FEET; THENCE N 30°23'09"W A DISTANCE OF 709.75 FEET TO THE P.C. OF A 6°00'00" CURVE OF ARC DEFINITION, A DEFLECTION ANGLE OF 27°33'15" RIGHT, AND A RADIUS OF 954.15 FEET; THENCE NORTHWESTERLY ALONG THE CURVE A DISTANCE OF 215.75 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16.

SAID DESCRIBED TRACT CONTAINS 1.60 ACRES, MORE OR LESS.

DOCUMENT NO. 151540

MORTGAGEE
MORTGAGOR
GRANTOR ✓
GRANTEE ✓
INDEXED ✓

STATE OF NORTH DAKOTA OFFICE OF
COUNTY OF MERCER REGISTER OF DEEDS
I Hereby certify that within instrument was filed in this office for record this 9th day of June 1993 at 10:00 o'clock A.M and was duly recorded in Book 126-Misc on Page 455

Jeanette Smile
Register of Deeds

By _____
Deputy

REGISTER OF DEEDS SEAL MERCER COUNTY, N.DAK.

$9.00 chg. Richardson Law Office

18-4

Parcel 19

Parcel Background

Parcel 19 was acquired as a right of way easement from the same property owner for Parcel 15. Parcels 11 and 18 were also acquired at the same time from the same property owner for the purpose of establishing a road with right of way on the west side of the airport. The property was acquired in 1993.

Property Record

MCD 151540 Right of Way Easement (see Parcel 18)

Encumbrances

Not Applicable

