

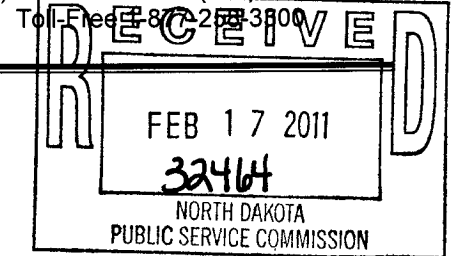
# THE FALKIRK MINING COMPANY

A SUBSIDIARY OF THE NORTH AMERICAN COAL CORPORATION

LAND OFFICE

2000 Schafer Street, Suite D  
Bismarck, ND 58501-1204

(701) 258-2200 • Fax (701) 222-7594



February 16, 2011

Mr. Elton G. Sayler  
405 North 17<sup>th</sup> Street  
Bismarck, North Dakota 58501-4702

Re: Exploration Contract and Coal Lease dated May 30, 1972  
Township 146 North, Range 83 West  
Section 31: NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$   
Falkirk Lease Number 03546

Dear Mr. Sayler:


The Falkirk Mining Company (Falkirk) was recently furnished with a copy of your letter dated January 31, 2011, to the North Dakota Public Service Commission setting forth your objection to Falkirk's Revision No. 20 to its Permit No. NAFK-9503 and, in particular, your objection to the inclusion of the surface and coal interests covered by the above referenced Exploration Contract and Coal Lease (Lease), a copy of which is enclosed for your reference. Your letter asserts that the Lease expires in two (2) years and that the Lease is invalid and unlawful for varied reasons.

Please be advised that the lands covered by the Lease, along with other neighboring lands, are included within Falkirk's life-of-mine plan and that, in accordance Paragraph 2 of the Lease, Falkirk intends to extend the Lease beyond the renewal term for as long thereafter as coal is being produced from the lands covered by the Lease or neighboring lands as part of Falkirk's continuous and integrated mining operation by continuing to pay the annual advance royalty payment.

With regard to your claim as to the validity of the Lease, Falkirk considers the Lease to be in full force and effect and will vigorously defend its right to hold and continue the Lease in accordance with its terms and provisions. As you may recall, the South Central Judicial District Court rejected your claim for rescission of the Lease in 2008, in Case No. 08-C-0474. I have enclosed a copy of the Memorandum and Order for your reference.

Sincerely,

THE FALKIRK MINING COMPANY

  
James F. Melchior  
Land Manager

Encs. (2)

cc: Mr. James R. Deutsch  
North Dakota Public Service Commission

FROM DIRECTOR - RECLAMATION DIV.

Date: \_\_\_\_\_

Action: \_\_\_\_\_

Info. Only: \_\_\_\_\_

Info & File: \_\_\_\_\_

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

Elton Sayler, as agent for Esther Sayler and  
the Estate of Gilbert Sayler,,

Plaintiffs,

vs.

The Falkirk Mining Company, North  
American Coal Company, and Charles L.  
Donlin,

Defendants.

Case No. 08-C-0474

**MEMORANDUM  
AND ORDER**

**BACKGROUND FACTS AND PROCEDURAL HISTORY**

The complaint alleges that on May 30, 1972, an Exploration Contract and Coal Lease was entered into by Gilbert and Esther Sayler as lessors and Charles Donlin as lessee. The lease, a copy of which is attached to the complaint, covered certain land in McLean County owned by the Saylers. The lease provided for an exploration contract for one year, which then converted to a coal lease with a 20 year term, with the lessee having the option to renew the lease for another 20 years. In this case, the lessee converted the exploration contract to a coal lease in 1973 and renewed the coal lease in 1993. The lessee has also made payments on the coal lease from 1973 to the present.

Charles Donlin transferred his interest in the coal lease to Falkirk Mining Company, a subsidiary of North American Coal Company. Charles Donlin, the original lessee, and Gilbert Sayler, one of the original lessors, are deceased. Defendant Falkirk submits that it is the current lessee and the real party in interest.

The complaint seeks rescission of the coal lease alleging that the Saylers signed the lease as the result of fraud, coercion, and misrepresentation by the defendants. The specific instances of fraud, coercion and misrepresentation alleged in paragraph number 8 of the complaint are summarized as follows:

- a. The defendants failed to explain the terms of the lease to the plaintiffs, the terms of the lease were not understandable by the plaintiffs, the defendants failed to advise the defendants to retain legal counsel and indicated that they did not need an attorney.
- b. The defendants failed to advise the plaintiffs of the existence of coal under the property prior to the execution of the lease.
- c. The defendants failed to advise the plaintiffs that the property would be destroyed and not restored.
- d. The defendants failed to advise the plaintiffs that they would lose income and value from the unrestored property.

e. The defendants failed to advise the plaintiffs that the coal lease paid a small percentage of the actual value of the coal.

f. The defendants failed to advise the plaintiffs of the twenty year term of the lease and that the lessee had the option to renew for another twenty years.

g. The defendants failed to advise the landowner of his obligation to restore the land at his own expense.

h. The defendants intentionally suppressed the truth.

Defendant Falkirk submits that defendants Donlin and North American Coal should be dismissed as they are not real parties in interest. Falkirk further contends that the plaintiffs' complaint should be dismissed under Rule 12(b)(vi) of the North Dakota Rules of Civil Procedure for failure to state a claim upon which relief can be granted. Falkirk contends that the plaintiffs' claims are barred by estoppel, laches, payment, statute of limitations and waiver.

#### ISSUE

Whether the Plaintiffs' complaint should be dismissed under Rule 12(b)(vi) N.D.R.Civ.P. for failure to state a claim upon which relief can be granted.

### APPLICABLE LAW

In the recent case of *Erickson v. Brown*, 2008 ND 57, 747 N.W.2d 34, the Court restated the test for reviewing a Rule 12(b)(vi) motion as follows:

In *Ziegelmann v. DaimlerChrysler Corp.*, 2002 ND 134, ¶ 5, 649 N.W.2d 556 (citations omitted), we outlined our standard of review of a dismissal under N.D.R.Civ.P. 12(b)(vi):

The purpose of a N.D.R.Civ.P. 12(b)(vi) motion is to test the legal sufficiency of the statement of the claim presented in the complaint. In reviewing an appeal from a Rule 12(b) dismissal, we construe the complaint in the light most favorable to the plaintiff, taking as true the well-pleaded allegations in the complaint. Because determinations on the merits are generally preferred to dismissal on the pleadings, Rule 12(b)(vi) motions are viewed with disfavor. Accordingly, a court's scrutiny of the pleadings should be deferential to the plaintiff, and the complaint should not be dismissed unless "it is disclosed with certainty the impossibility of proving a claim upon which relief can be granted." We will affirm a judgment dismissing a complaint for failure to state a claim if we cannot "discern a potential for proof to support it."

2008 ND 57, ¶ 15, 747 N.W.2d at 42.

The North Dakota Supreme Court discussed the requirements for rescission in *Swenson v. Raumin*, 1998 ND 150, 583 N.W.2d 102, as follows:

N.D.C.C. § 9-09-04 provides:

*Rules governing rescission.* Rescission, when not effected by consent or pursuant to sections 9-08-08 and 9-08-09, can be accomplished only by the use, on the part of the party rescinding, of reasonable diligence to comply with the following rules:

1. He shall rescind promptly upon discovering the facts which entitle him to rescind, if he is free from duress, menace, undue influence, or disability and is aware of his right to rescind; and

2. He shall restore to the other party everything of value which he has received from him under the contract or must offer to restore the same upon condition that such party shall do likewise, unless the latter is unable or positively refuses to do so.

\* \* \* \* \*

Thus, rescission is proper only if the party seeking rescission uses reasonable diligence to rescind promptly upon discovery of the facts which entitle the party to rescind, and if the party restores to the other party anything of value which was received under the contract. *Holcomb v. Zinke*, 365 N.W.2d 507, 510 (N.D.1985). Even though the Swensons brought this action barely within the six-year statute of limitations, they must also show compliance with the prompt rescission requirements of N.D.C.C. § 9-09-04.

In *Berg v. Hogan*, 322 N.W.2d 448, 451 (N.D.1982), this Court construed the statutory phrase, "discovering the facts which entitle him to rescind," as meaning "notice of facts and circumstances which would put a person of ordinary prudence and intelligence on inquiry is, in the eyes of the law, equivalent to knowledge of all of the facts a reasonable diligent inquiry would disclose." In interpreting the statutory phrase, "aware of his right to rescind," the Court said:

We believe a party after acquiring knowledge of the facts has a responsibility to promptly find out, if not known, what legal rights result from them. Failure to do so may militate against the party. We also believe that once a party has the facts, the party is required to find out what legal significance results. The same concept which applies after a party acquires information indicating that certain facts may exist to find out if they do and what they are, applies to this matter. The party, in effect, has a two-fold responsibility to find out what the facts actually are and then find out what legal rights result from those facts, if the party is not aware of the resulting legal rights. Failure to do so will be construed against the party.

*Berg*, 322 N.W.2d at 453. Although the timeliness of a decision to rescind is generally a question of fact subject to the circumstances of each particular case, *see Check Control, Inc. v. Shepherd*, 462 N.W.2d 644, 648 (N.D.1990), the circumstances may be such as to make the question one of law for the court to decide. *See Lindemann*, 336 N.W.2d at 116.

The party seeking rescission has the burden of proving reasonable diligence to promptly rescind upon discovering facts entitling the party to rescind, as well as proving an offer to restore to the other contracting party everything of value received under the contract. *See, e.g., Vermilyea v. BDL Enterprises, Inc.*, 462 N.W.2d 885, 889 (S.D.1990). The only evidence presented by the Swensons in opposition to the summary judgment motion was an affidavit of Sally Swenson . . .

While these allegations address the merits of the rescission action, nothing the Swensons presented to the trial court addresses the reasonable diligence requirements for a rescission action. Nor does the record show an offer to restore the value Peter Swenson received under the settlement agreement, a "condition precedent" to maintaining a rescission action. *Volk v. Volk*, 121 N.W.2d 701, 706 (N.D.1963). Peter Swenson knew of further medical complications in May 1986, and underwent major spinal surgery in October 1986, just a few months after signing the settlement agreement. At that time, Peter Swenson knew or should have known the actual facts, and then should have found out what legal rights result from those facts. *See Berg*. Peter Swenson did not do so.

All of the facts the Swensons rely on to support rescission were known or should have been known to Peter Swenson either at the time he signed the settlement agreement or shortly afterward. There is simply no explanation given by the Swensons for waiting nearly six years to bring the rescission action.

We conclude the trial court did not err in ruling, as a matter of law, the Swensons did not meet the reasonable diligence requirements in bringing this rescission action.

1998 ND 150, ¶¶ 15-21, 583 N.W. 2d at 106-107.

### ANALYSIS

In this case, the Saylers signed the Exploration Contract and Coal Lease on May 30, 1972. Pursuant to the language of the agreement, the Exploration Contract was converted to a Coal Lease one year later when the lessee made payment of the amount indicated in the lease. The Saylers have continued to receive annual payments under the lease since that time. The lease was renewed for a second twenty year term in May 1993.

When the lessee made payment under the contract in 1973, the Saylers knew or should have known that the document had been converted to a coal lease. They continued to receive annual payments under the lease from 1973 to the present. The lease was renewed for a second twenty year term in 1993. The Saylers did not commence this action until December 2007, more than 35 years after the Exploration Contract and Coal Lease was signed and more that 34 years after the Exploration Contract was converted to a Coal Lease pursuant to the terms of the agreement.

While the allegations in paragraph 8 of the complaint attempt to state the factual basis supporting the merits of the rescission action, the complaint fails to assert or address the reasonable diligence requirements for a rescission action.

Nor does the complaint indicate any offer to restore the value the Saylers received under the coal lease, a “condition precedent” to maintaining a rescission action. *Swenson v. Raumin, supra.*

All of the facts the Saylers rely on to support their claim for rescission were known or should have been known to the Saylers either at the time they signed the Exploration Contract and Coal Lease on May 30, 1972, or at the time the Exploration Contract was converted to a Coal Lease one year later. They waited more than 34 years before attempting to rescind the agreement. In the meantime, they continued to accept the annual lease payments and two of the three original signers of the agreement have died. Under these circumstances, the Court determines as a matter of law that the Saylers did not meet the reasonable diligence requirements necessary to maintain an action for rescission.

Furthermore, the Saylers do not contend that the terms of the lease are illegal. They merely contend that they did not understand the lease and that the lessee did not properly explain the terms of the lease to them. As indicated above, the Saylers had over thirty years to seek legal advice or to make other efforts to attempt to ascertain the meaning of any portions of the agreement they did not understand.

The Saylers claim that they did not understand the nature and terms of the

Exploration Contract and Coal Lease when they signed the contract. Yet the terms they claim were fraudulently misrepresented are clearly contained in the language of the contract. Any mistake of fact regarding the true nature of the agreement caused by the Saylers' failure to read the contract would not entitle them to rescission of the contract. See, eg., *Rink v. NPN, Inc.*, 419 N.W.2d 194, 195 (N.D. 1998); *David v. Merrill Lynch*, 440 N.W.2d 269, 274 (N.D. 1989).

### CONCLUSION

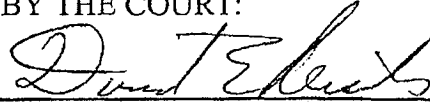
For the reasons stated herein, the Court determines that the facts Saylers rely on to support their claim for rescission were known or should have been known to the Saylers either at the time they signed the Exploration Contract and Coal Lease on May 30, 1972, or at the time the Exploration Contract was converted to a Coal Lease one year later. They waited more than 34 years before attempting to rescind the agreement. Under the facts and circumstances alleged in the complaint, by waiting more than 34 years to commence this action, the Court determines as a matter of law that the Saylers did not meet the reasonable diligence requirements necessary to maintain an action for rescission.

The Defendants' motion to dismiss the complaint for failure to state a claim upon which relief can be granted is GRANTED.

SO ORDERED.

Dated August 6th, 2008.

BY THE COURT:



David E. Reich, District Judge  
South Central Judicial District

Distribution:  
Brian Bjella  
Theresa Cole

EXPLORATION CONTRACT AND COAL LEASE

03546

THIS AGREEMENT, made and entered into this 30th day of May, 1972 by and between

Gilbert Saylor, A/K/A Gilbert H. Saylor and Esther Saylor, husband and wife of 405 - 17th St., Bismarck, N. Dak. 58501

hereinafter called lessor (whether one or more) and Charles L. Donlin of P.O. Box 1543, Bismarck, N. Dak. 58501 hereinafter called lessee:

Lessor, in consideration of \$ 10.00 in hand paid, the receipt of which is hereby acknowledged, hereby grants the exclusive right unto the Lessee, or his assigns, to explore for coal, lignite or sub-bituminous seams or beds by core or hole drilling, geophysical or other methods and the use of such machinery or equipment as may be necessary to accomplish such exploration for such coal seams or beds, and determine the depth, thickness, quality of such coal, if any, and hereby grants the Lessee, or its assigns, the exclusive right to make such exploration for a period of one year from the date hereof, on the following described land in the County of McLean, State of North Dakota, to-wit:

TOWNSHIP 146 NORTH RANGE 83 WEST Section 31, NE 1/4 SE 1/4, NE 1/4

and containing for purposes of this instrument 200 acres more or less. In the event Lessee concludes from such core drilling or other exploration, by him or his assign made, that there are favorable coal conditions on or in the vicinity of said land, the Lessee, in his sole discretion shall have the right to convert this Exploration Contract into a coal lease by complying with the terms of paragraph 4 hereof, and such compliance shall constitute a valid and adequate consideration for all of the rights and privileges herein granted and for the coal lease hereinafter set out. Upon the commencement of operations for the mining of coal, by sinking of a shaft or shafts or the stripping of overburden, or the tender of payments of the sum provided in paragraph 4, this instrument shall immediately and automatically and without further action, on the part of the Lessor or the Lessee and without the execution of any additional instrument, be converted into a Coal Lease between the Lessor and Lessee, the terms of which are as follows:

WITNESSETH:

- 1. Lessor, for and in consideration of the covenants and agreements herein contained has granted demised, leased and let and by these presents does demise, lease and let exclusively unto Lessee, the lands hereinabove described, with the exclusive right of mining, exploring, drilling, stripping, sinking shafts and tunnels, and producing, transporting and selling coal, lignite or sub-bituminous coal, and their respective constituent products and other materials or minerals intermingled, commingled, or associated therewith, including all beds, seams, veins or coal strata, being in, underlying, in or under the lands described, including the right to strip, pile up, overburden, raise, remove and transport away, save and market the same and the exclusive surface and sub-surface rights and privileges necessary, incident to or convenient for the economical operation along or conjointly with neighboring lands for such purposes, including the right to construct buildings, tramways, railroads, power and communication lines. 2. Subject to the other provisions herein contained, this lease shall be for a term of twenty (20) years from and after the date of its conversion from an Exploration Contract into a Coal Lease (hereinafter called "primary term") and as long thereafter as coal, lignite sub-bituminous coal and their respective constituent products and other materials or minerals intermingled, commingled or associated therewith as being produced from the above described land or neighboring land as a part of a continuous or integrated mining or coal stripping operation, or rental, (Herein sometimes referred to as "advance royalty") is being paid. Provided further that the Lessee, his heirs, executors, administrators, successors or assigns, in the event of non-production of coal during the base term, shall have an option to renew this lease for a further term of twenty (20) years and agrees to pay therefor the sum of Ten Dollars (\$10.00) per acre. 3. In consideration of the premises the Lessee covenants and agrees: (a) To pay the owner of the coal a royalty on every ton of 2000 pounds of coal mined during the term of this lease, said royalty to be at the rate of eight (\$8) cents per ton of coal, lignite, sub-bituminous coal or associated or commingled mineral products. Royalties shall be paid quarterly within thirty (30) days from the expiration of the quarter in which the coal is mined or produced. (b) To pay Two (\$.02) Cents per ton to the owner or owners of the surface, in addition to said royalty above set forth, as surface damage and in lieu of restoring the surface or leveling overburden piles. If more than one person owns the surface or the coal, or in the event that one party owns less than a complete ownership of the surface and coal, said party shall be paid only in the proportion that his interest bears to the whole. Any interest in the production from the lands described, to which the interest of Lessor may be subject, shall be deducted from the royalty reserved. (c) To permit Lessors to inspect the leased premises and all books or records of coal produced, weights and measurements thereof at all reasonable times and agrees to estimate or keep accurate books and records of coal produced and the weight thereof. (d) To purchase from Lessor at the then fair market value, any residence or buildings comprising a farmstead at such time as its actual mining operations approach within two hundred (200) feet of such building or buildings. (e) To pay all taxes lawfully assessed and levied upon improvements, output of mines, or other rights, property, or assets of the Lessee. (f) To surrender possession of the leased premises to Lessor upon termination of this lease for any cause, subject to Lessee's right to re-enter, such right of re-entry being hereby granted, at any time within six (6) months after date of termination, for the purpose of removing all machinery, tracks, buildings and other improvements and equipment from said premises, placed there by Lessee. 4. If no coal mining or stripping operations are commenced on the leased premises or on lands jointly operated with the above described premises or any part thereof, as herein provided, on or before one year from the date hereof, this lease shall terminate as to both parties, unless Lessee on or before that date shall pay or

tender to the Lessor or to the Lessor's credit in the Bank of North Dakota Bismarck, North Dakota 58501 bank at which shall continue as depository for rental regardless of change in the ownership of said land, the sum of Two hundred and no/100ths successors, 200.00

which shall operate as a rental and cover the privilege of deferring the commencement of operations for mining or coal stripping operations for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of operations for coal mining or stripping may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of Lessee or any assigne thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited above, the down payment, is the consideration for execution of this instrument and for any and all rights, provided, however, that any and all rentals by Lessee paid, except the consideration for execution of this lease, shall be considered advance royalty to be credited against the first royalties as they accrue under this lease, for coal mined during any subsequent year or years in which this lease is in force. Should the depository bank hereafter close without a successor, Lessee or its assigns may deposit a rental or royalty in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to Lessor at last known address.

5. Lessee may, at any time release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue as to the lands released shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

6. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with certified copies of instruments of title designating title from Lessor, and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land as to which the said Lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

7. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at anytime to pay for Lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by the Lessee for the Lessor, may be deducted from any amounts of money which may become due the Lessor under the terms of this lease.

8. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of Lessor may be subject shall be deducted from the royalty herein reserved.

9. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the address of Lessor herein set forth, or upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting mining operations during the primary term of the lease under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

10. If the demised premises are hereafter owned severally the rentals and royalties payable hereunder, shall be paid to the several owners in the proportion which their interest bears to the leased tract.

11. Should any person, firm or corporation have an interest in the above described land not leased to Lessee, or should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. The undersigned Lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Gilbert Saylor Gilbert Saylor

Esther Saylor Esther Saylor

Charles L. Donlin CHARLES L. DONLIN

Lessor.

Lessee.

9-5-74 L. Donlin

ACKNOWLEDGMENTS

STATE OF North Dakota  
COUNTY OF McLean ss.

On this 30th day of May, 1972, before me, personally appeared Gilbert

Sayler and Esther Sayler to me known to be the person S described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires: W. L. BRAUN, TURTLE LAKE, N. DAK.  
NOTARY PUBLIC McLEAN COUNTY, N. D.  
MY COMMISSION EXPIRES SEPT. 30, 1972

W. L. BRAUN Notary Public.

STATE OF North Dakota  
COUNTY OF McLean ss.

On this 30th day of May, 1972, before me, personally appeared

Charles L. Donlin to me known to be the person described in and who executed the foregoing

instrument, and acknowledged to me that he executed the same as his free act and deed.

My commission expires: W. L. BRAUN, TURTLE LAKE, N. DAK.  
NOTARY PUBLIC McLEAN COUNTY, N. D.  
MY COMMISSION EXPIRES SEPT. 30, 1972

W. L. BRAUN Notary Public.

KELSCH & DONLIN  
P. O. BOX 1543  
BISMARCK, NO. DAK.

DOCUMENT NO. 257245

GRANTOR ✓  
GRANTEE ✓  
COPIED CDS ✓  
COMPARED ✓  
INDEXED FROM ✓

TO

Dated \_\_\_\_\_, 19\_\_\_\_

No. Acres McLEAN County N. D.

Term \_\_\_\_\_  
This instrument was filed for record on the 22 day of June, 1972, at 9 o'clock A. M., and duly recorded in Book 674, Page \_\_\_\_\_

of the 76 records of this office.  
W. L. Braun  
Register of Deeds.

By \_\_\_\_\_, Deputy  
When recorded return to \_\_\_\_\_

KELSCH & DONLIN  
P. O. BOX 1543  
BISMARCK, NO. DAK.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.