

For Department Use Only

File # 2124072

Cooperator(s) Tanya Lee

County Renville

**NORTH DAKOTA GAME AND FISH DEPARTMENT
CRP ACCESS AGREEMENT**

THIS AGREEMENT is between the North Dakota Game and Fish Department ("Department"), a state agency, and the undersigned owner, whether one or more ("Cooperator").

The Department and Cooperator agree to comply with the terms and conditions contained in this agreement, specifically the attached Appendix to CRP Access Agreement ("Appendix"). By signing below, the Cooperator agrees to allow public access for walk-in hunting on the Access Property, more particularly described on the attached Map, "Exhibit A", for the stipulated agreement period. The Cooperator further acknowledges having received valid consideration in exchange for allowing this public access and having received and read a copy of the Appendix to this CRP Access Agreement.

Agreement Period

This Agreement shall be effective from May 1, 2024, or the date this agreement is signed by both parties, whichever is later, until April 1, 2033 ("Agreement Expiration Date").

Cooperator warrants that the Access Property is accessible to the public without any additional permission or license from the Cooperator or any adjacent landowners.

Identification of CRP Lease (attach sheet if necessary)

Tract No.	Practice: Specify A) Grass Seeding; B) Tree & Shrub Planting; C) Wildlife Food Plot; or D) CRP Lease E) Round Out F) Other	Acres
4407	CRP Lease	102.2
	Round Out	56.8
	Grass Seeding	102.2
Total		159.0

APPENDIX TO CRP ACCESS AGREEMENT

BACKGROUND

The Department has established a program, pursuant to N.D.C.C. Ch. 20.1-02, for landowner assistance that encourages public access to private lands for walk-in hunting purposes, and;

Cooperator owns land suitable for hunting, and wishes to participate in the Department's program, and has land enrolled in the Federal Conservation Reserve Program (CRP);

The Department desires to offer CRP Lease(s) on CRP land including grass seeding and tree and shrub planting, and further desires to offer annual establishment payments for wildlife food plots on CRP land;

In consideration of the mutual agreements contained herein, this CRP Access Agreement is entered into by and between Department and Cooperator.

1. DEFINITIONS

The following definitions are applicable to this agreement:

- a. **Access Property** means all lands described in the agreement, which the Cooperator agrees to allow public access for walk-in hunting purposes.
- b. **Annual establishment payment** means the annual payment specified in the CRP Access Agreement which, subject to available funds, is made to a Cooperator to compensate the Cooperator for planting specified cereal grains or sunflowers subsequently left unharvested for a wildlife food source.
- c. **CRP contract** means the contract entered into between the Commodity Credit Corporation ("CCC") and Cooperator and that provides eligibility for Cooperator to enter into this agreement.
- d. **Permanent vegetative cover** means perennial stands of approved combination of certain grasses, legumes, forbs, and shrubs with a life span of 10 or more years, or trees.
- e. **Permanent wildlife habitat** means a permanent vegetative cover with the specific purpose of providing habitat, food, or cover for wildlife and protecting other environmental concerns.
- f. **Specified cereal grains** means wheat, barley, oats, millet, and corn.
- g. **Wildlife food plot** means specified cereal grains or sunflowers planted and managed according to sound farming practices, and subsequently left unharvested for a wildlife food source.
- h. **Non-Emergency Haying or Grazing** means the permitted use of CRP which allows for harvesting of biomass.
- i. **Emergency Haying or Grazing** means the permitted use of CRP which allows for harvesting of biomass during a federally declared Agricultural disaster.

- j. **CRP Lease payment** means the payment made by the Department, subject to available funds, to the Cooperator to Lease his/her CRP for the purpose of public access for walk-in hunting.
- k. **Round Out payment** means the payment made by the Department, subject to available funds, to the Cooperator to Lease his/her acres not included in a USDA CRP contract for the purpose of public access for walk-in hunting and to effectively delineate the Access Property with signs.
- l. **New CRP Habitat Incentive Payment** means the payment made by the Department, subject to available funds, to the Cooperator to incentivize enrolling newly-planted CRP for the purpose of public access for walk-in hunting.
- m. **Other acres** means acres that are included within the Access Property boundary but do not receive any payment as part of this CRP Access Agreement. These acres may be enrolled in a separate Private Lands Initiative agreement or included in this agreement without compensation to the landowner.

2. COOPERATOR'S OBLIGATIONS

Cooperator agrees:

- a. To allow, without any restriction, public access for walk-in hunting on the Property, to include, but not limited to, public hunting or pursuit of game animals, if applicable, tenant's, unharvested cereal grains or sunflower. Century Code section 20.1-01-22.

If the Property includes cropland acres, Cooperators may deny access to cereal grains or sunflowers.

☐ Check here to deny access to cropland until harvested.

_____ (Cooperator's initials)

If the above box is checked and the Cooperator initialed, the Department will designate those areas with "No Hunting in Unharvested Crops" signs. If the Property does not include cropland acres, the Department will not designate the Property with "No Hunting in Unharvested Crops" signs.

- b. To continue enrollment in the Federal Conservation Reserve Program as applicable to the CRP Contract Acres; to manage CRP Lease Acres in accordance with the laws, rules, and regulations governing and controlling the Federal Conservation Reserve Program; and to notify the Department within 30 days in writing if the Cooperator stops participation in the Federal Conservation Reserve Program as applicable to the CRP Contract Acres;
- c. To remove and not permit the erection or placement of any signs on the Access Property, the effect of which is to limit, impede, restrict, or prohibit hunting on the Access Property with exception to permit the Department, or its agent, to post notice

No need to check box or initial since no cropland is present.

and signs upon the Access Property that it is open to public use for hunting and to publish the same;

- d. To conduct Haying and Grazing on the CRP Lease acres in accordance with the CRP conservation plan for "Non-Emergency Haying and Grazing" or "Emergency Haying and Grazing". If authorized in a CRP conservation plan, the Cooperator, under the terms of this CRP Lease Access agreement, will be restricted to:
 - i. hay up to 50 percent (50%) of the eligible CRP Lease acres in any given year by utilizing "Non-Emergency or Emergency Haying", or
 - ii. graze up to 100 percent (100%) of the eligible CRP Lease acres in any given year by utilizing either "Non-Emergency Grazing or Emergency Grazing."

Special approval from Department may permit the Cooperator to hay more than 50 percent (50%) of the CRP Lease acres in a given year. All haying activities must be completed by September 1st of each year unless otherwise approved by the Department. All grazing activities must be completed by September 30th of each year unless otherwise approved by the Department;

- e. To allow the Department, upon a nonrenewal, termination, or expiration of the Agreement, 180 days to remove Department-owned signs and posts referred to in paragraph 2(f) above. In the alternative, the Cooperator may personally assume the responsibility to remove Department-owned signs and posts within those 180 days and notify the Department. Cooperator removal of Department-owned signs and posts will be at no cost to the Department, the Cooperator is responsible for any damage to the signs and posts resulting from Cooperator removal, and the Cooperator is responsible for arranging the return of signs and posts to Department.
- f. To not charge or accept any fee, payment, or any form of remuneration from the public for hunting access or privileges to the Access Property;
- g. To allow the Department access, during reasonable hours, to the Access Property for purposes of inspection to verify agreement compliance; and
- h. To control noxious weeds on the Access Property as required by State law. Noxious weed control practices are limited to only those areas where noxious weeds are found to exist.

3. DEPARTMENT'S OBLIGATIONS

Department agrees:

- a. **Wildlife Food Plot Cost-sharing.**
To make annual establishment payments for annual planting of specified small grains or row crops or cocktail cover crops. Wildlife food plots must be left unharvested for a wildlife food source. Establishment payments are determined by the Department.

Payment will be made in accordance with the Payment Schedule (**Exhibit B**) after the Department verifies completion of planting. Any part of the Access Property not included in the CRP Contract Acres shall not be eligible for any form of payment. Wildlife food plot payment is limited to a maximum of the acreage agreed upon by both parties.

b. **CRP Access Lease Payment.**

To provide one or more compensation payments, in accordance with the attached Payment Schedule (**Exhibit B**), to the Cooperator to allow unrestricted walk-in hunting access of the Access Property for the public as long as this agreement is in effect. The Department shall determine these rates. Final payment under this provision will be made within 120 days of the effective date of this agreement, or after the agreement has been signed by both parties, whichever is later.

c. **Round Out Payment.**

To make one or more Round Out compensation payments, in accordance with the attached Payment Schedule (**Exhibit B**), for the acres contained in the Access Property not under a CRP contract or any other access agreement. The Department shall determine these rates. Final payment under this provision will be made within 120 days of the effective date of this agreement, or after the agreement has been signed by both parties, whichever is later.

d. **Signs.**

To provide, erect, and maintain signs and sign posts indicating that the Access Property is open to walk-in public hunting for the stipulated Agreement period.

e. **Payments.**

To distribute Cooperator payments based on the percentage shown in the Cooperator information table on the signature page.

4. **TERM OF ACCESS AGREEMENT**

Except as otherwise provided in this agreement, this agreement remains in effect and may not be cancelled as long as the Cooperator's CRP agreement is in effect. After the CRP agreement expires, the Department has no further claim to, or commitment to, the Access Property.

If a Cooperator stops participation in the Federal Conservation Reserve Program as applicable to CRP Lease Acres before the expiration of the CRP lease, the Cooperator will be in breach of this agreement and the Department enforcement of the Cooperator's obligations in this agreement will be in accordance with Section 6 below.

A change in ownership of the Access Property will not terminate this agreement. This agreement runs with the land and is binding upon the successors, administrators, heirs, and assigns of Cooperator.

5. **TERMINATION**

- a. Except as otherwise provided in this Agreement, this Agreement remains in effect and may not be terminated until after the Agreement Expiration Date or any extension or renewal thereof. After the Agreement Expiration Date or any extension or renewal thereof, the Department has no further claim to, or commitment to, the Access Property.
- b. Termination By Cooperator. Without Cause: This Agreement may be terminated without cause upon 30-days written notice by the Cooperator to the Department, but only if the Department consents in writing. In the event of this Agreement being terminated prior to the Agreement Expiration Date or any extension or renewal thereof, the Cooperator will repay and forfeit the current annual lease payment, and all upfront payments including incentive payments received from the Department under this Agreement, and reimburse the Department for all administrative expenses paid or incurred by the Department under this Agreement. The North Dakota Game and Fish Department Director ("Director"), in the Director's sole discretion, may reduce the amount that the Cooperator is required to pay. In the event of this Agreement being terminated, no additional payments shall be made by the Department to Cooperator except as accrued prior to termination, and the Department shall have no further claim to, or commitment to, the Access Property.
- c. Termination By Department. For Cause: The Department, by written notice of default (including breach of contract or breach of lease) to the Cooperator, may terminate the whole or any part of this Agreement for cause if Cooperator or any heirs, successors, assigns, lessees, or any other person claiming under Cooperator fails to perform any of the obligations of this Agreement, or fails to pursue those obligations as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Department, fails to correct such failures within 10 days or such longer period as the Department may authorize. Upon such failure to cure, the Cooperator will be in breach of this Agreement and the Department will enforce the Cooperator's obligations in this Agreement in accordance with Section 6 below.
- d. Termination By Department. Lack Of Funding Or Authority: The Department, without any liability, may terminate this Agreement effective upon delivery of written notice to the Cooperator, or on any later date stated in the notice, under any of the following circumstances:
 - i. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow payment of the Agreement compensation in the indicated quantities or term. The Agreement may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state laws or rules are modified or interpreted in such a way that the leasing of the Access Property or other provisions of this

Agreement are no longer allowable or appropriate, or the Agreement is no longer eligible for funding.

Any termination of this Agreement under this subsection 5(d) shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

6. **BREACH OF AGREEMENT – SPECIFIC PERFORMANCE – LIQUIDATED DAMAGES**

- a. This Agreement benefits the public, and specific performance is required unless the Director, in the Director's sole discretion, finds that emergency circumstances or the public interest are best served by termination of the Agreement.
- b. The Department may seek to enforce the Cooperator's obligations under this Agreement by legal action in any court of competent jurisdiction in the State of North Dakota. The parties agree that, if the Director determines, in Director's sole discretion, that specific performance is not required, the parties shall apply the following liquidated damages clause:

Because of the difficulties that would arise in determining the Department's damages upon Cooperator's breach, the parties, after careful consideration, agree that Cooperator will repay, as damages, the full amount of all consideration previously paid to Cooperator by the Department, plus all cost share funds, bonus payments, incentive payments, and administrative expenses paid or incurred by the Department under this Agreement, plus interest at the prime rate. The Director, in the Director's sole discretion, may reduce the liquidated damages amount that the Cooperator is required to pay.

- c. It is expressly agreed that in the event of suit or other proceedings to enforce any part of this Agreement, Cooperator agrees to pay all of the Department's attorney fees and expenses. The Director, in the Director's sole discretion, may waive in full, or in part, Cooperator's payment of the Department's attorney fees and expenses.
- d. The rights and remedies of the Department provided in this Section 6 related to defaults (including breach of contract and breach of lease) by the Cooperator are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

APPLICABLE LAW

North Dakota law governs this agreement.

9. LIMITED LIABILITY OF COOPERATOR

NDCC 53-08-04 provides that "an owner of land leased to the state or its political subdivisions for recreational purposes owes no duty of care to keep the land safe for entry or use by others or to give warning to persons entering or going upon such land of any hazardous conditions." Therefore NDCC 53-08-04 limits the liability of a landowner of land leased to the Department.

10. OWNER OF ACCESS PROPERTY/ HUNTING RIGHTS/ COOPERATOR

Cooperator covenants and certifies that Cooperator owns the Access Property, including all hunting and fishing rights to the Access Property subject to this Access Agreement, and that no easement, license, lease, or other interest granting, transferring, or divesting the Cooperator of these hunting and fishing rights and privileges exist.

11. COMMERCIAL WIND ENERGY DEVELOPMENT

Installation of new commercial wind energy development (including but not limited to turbines, roads, and associated infrastructure) is prohibited within the access boundary of this agreement without prior written consent of the Department. Failure of the Cooperator to obtain prior written consent from the Department will be considered a material breach of contract.

The Department will attempt to reasonably accommodate Cooperator developing wind energy to avoid or minimize impacts to wildlife habitat within the access boundary. In some cases, impacts may be unavoidable and could lead to termination for cause.

12. MERGER AND MODIFICATION

This agreement constitutes the entire agreement between the parties. There are no understandings, oral or written, not specified within this agreement.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same Agreement, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile, email, or other electronic form, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

EXHIBIT "A"
NORTH DAKOTA GAME & FISH DEPARTMENT
CRP ACCESS PROGRAM

COOPERATOR(S) : Tanya Lee

AGREEMENT: 2124072

PUBLIC ACCESS AND CRP EASEMENT FOR:

Renville COUNTY, STATE OF North Dakota

Section(s) 25 T. 158 N., R. 81 W., Acres 159.0



Access Boundary CRP Acres Section Lines

Miles
0 0.1 0.2 0.3 0.4 0.5

Scale 1:10,560
1 inch equals 864 feet

Access Program

Exhibit B

Cooperator Name
Tanya Lee

Agreement Number
2124072

Agreement Expiration (April 1)
4/1/2034

Land Classification	Acres	Incentive Payment Rate	Contract Years	NDGF Incentive Payment
CRP	102.2	\$10.00	10	\$10,220.00
SubTotal				\$10,220.00
Rangeland Woodland Round Out (RW)	0.0	\$6.00	10	\$0.00
Rangeland Round Out (R)	0.0	\$4.00	10	\$0.00
Cropland and Hayland Round Out (C, H)	56.8	\$1.00	10	\$568.00
Unusable acres/Open Water Round Out (OW)	0.0	\$0.25	10	\$0.00
Development (D)	0.0	\$0.00	10	\$0.00
SubTotal				\$568.00
Agreement Totals		159.0		\$10,788.00

Total Incentive Payment will be paid in one or more installments within 120 days of the Effective Date of the agreement.

Habitat Incentive Payment	Acres	CRP Incentive Payment Rate	NDGF Payment
New CRP Habitat Incentive Payment	0.0	\$30.00	\$0.00
Totals			\$0.00

New CRP Habitat Incentive will be paid in one or more installments within 120 days of the Effective Date of the agreement.

Food Plot Type	Acres	Establishment Rate	NDGF Food Plot Payment
Food	0.0	\$150.00	\$0.00
Totals			\$0.00

Food Plot payments are paid annually upon completion of Cooperator requirements and verification submitted by PLI biologist.

Comments:

Distribution Comments:

Revised Aug. 11, 2023

Exhibit "C"

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CRP-1 (07-06-20)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST & CO CODE & ADMIN LOCATION 38 075		7. SIGN UP NUMBER 66	
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11116		4. ACRES FOR ENROLLMENT 102.22	
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) RENNVILLE COUNTY FARM SERVICE AGENCY P O BOX 690 MOHALL, ND 58761-0000				6. TRACT NUMBER 4407		7. CONTRACT PERIOD FROM (MM-DD-YYYY) 10-01-2023 TO (MM-DD-YYYY) 09-30-2033	
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code) (701) 756-6351				8. SIGNUP TYPE General			
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT, PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-3C, CRP-20, or CRP-2C30, as applicable.							
9A. Rental Rate Per Acre \$ 32.57		10. Identification of CRP Land (See Page 2 for additional space)					
9B. Annual Contract Payment \$ 3,329.00		A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost Share	
9C. First Year Payment \$		4407	0005	CP1	66.72	\$ 0.00	
(Item 9C is applicable only when the first year payment is printed)		4407	0007	CP1	2.94	\$ 0.00	
		4407	0009	CP1	32.56	\$ 0.00	
11. PARTICIPANTS (If more than three individuals are signing, see Page 3)							
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
03		100.00 %	<i>Randy Lee</i>			4/13/2023	
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
		%					
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY		(5) DATE (MM-DD-YYYY)	
		%					
12. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE <i>Brian Smith, Acting CRO</i>				B. DATE (MM-DD-YYYY) 7/31/2023	
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552) - as amended: The authority for requesting the information reported on this form is the Commodity Credit Corporation Charter Act (16 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3801 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and non-governmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-5, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.							
Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.							
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.							
Persons with disabilities who require a separate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.							
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.aphis.usda.gov/foia/USDA/3027 , and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 800-832-9227. Submit your completed form or letter to USDA by (1) mail, U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-2410; (2) fax, (202) 512-7442; or (3) email, usda.nondiscrimination@aphis.usda.gov . USDA is an equal opportunity provider, employer, and contractor.							

RECEIVED

APR 13 2023

RENNVILLE COUNTY FSA
MOHALL, ND