

PRIVATE LAND ENHANCEMENT AGREEMENT

Project No. ND-581-018 (At-Risk Prairie Potholes NAWCA II)

This Agreement is made this 28 day of October, 2020 between Ducks Unlimited, Inc., a not-for-profit corporation organized and existing under the laws of the District of Columbia with its address at: 2525 River Road, Bismarck, ND 58503 (hereinafter "DU") and B.N. Richardson Trust an individual whose address is 210 Broadway N., Suite 400, Fargo, ND 58102 (hereinafter "Cooperator").

WHEREAS, DU desires to work with private landowners to enhance the soil, water, and wildlife resources of this Nation;

WHEREAS, the Cooperator wishes to increase agricultural commodity and/or wildlife production through specific improvements and management of its land as described in Exhibit A (hereinafter "Site"); and

WHEREAS, DU and Cooperator desire to jointly cooperate to make the improvements to the Site listed in Exhibit A of this Agreement (hereinafter "Site Improvements").

NOW, THEREFORE, in consideration of these mutual interests the parties agree as follows:

1. This Agreement will become effective on the date listed above and will remain in effect for Ten (10) years, ending on October 28, 2030.
2. Cooperator warrants and guarantees it is the owner of the Site and has all required authority to enter into this Agreement and comply with its terms.
3. Cooperator agrees to fulfill its Site Improvement responsibilities within Eighteen (18) months of the date of this Agreement.
4. Cooperator is responsible for and agrees to obtain any necessary and required permits the Site Improvements might require. If requested by Cooperator, DU will provide such technical information DU may have to Cooperator to assist in the permit application.
5. DU agrees to provide its Site Improvements in a timely manner.
6. Cooperator grants to DU and/or its representatives the right of access to the Site to fulfill the terms of this Agreement and to periodically inspect the Site Improvements. Public access to the Site is not guaranteed by this Agreement.
7. Cooperator agrees to maintain the Site Improvements and to comply with the terms of the Site Management Plan, as listed in Exhibit A of this Agreement, for the duration of this Agreement.
8. Cooperator shall be solely responsible for the Site and all Site Improvements, and for all liability that might arise therefrom. Nothing in this Agreement shall give DU any jurisdiction or responsibility for the Site and Site Improvements, other than the right of periodic inspection to assure compliance with this Agreement. DU shall not be responsible for any liability arising from the Site and Site Improvements.
9. Cooperator agrees not to drain or fill any wetlands that occur on the Site.
10. Cooperator agrees that the terms of this Agreement shall remain in effect if the Site's title is transferred. Cooperator shall notify DU of any pending changes in Site ownership.

11. Cooperator shall be in breach of this Agreement if Cooperator:
- A. does not maintain the Site Improvements;
 - B. does not comply with the Management Plan;
 - C. sells or transfers the Site and does not assign this Agreement to the new owners; or
 - D. breaches any other term of this Agreement.

If Cooperator is in breach of this Agreement, DU may, upon thirty (30) days prior written notice to Cooperator, terminate this Agreement unless Cooperator within such notice period remedies the breach. If the Agreement is terminated due to a Cooperator's breach of the Agreement, Cooperator agrees to reimburse DU an amount equal to the cost of DU's Site Improvements as listed in Exhibit A of this Agreement.

12. This Agreement may be terminated by either party with thirty (30) days advance notice. If terminated by the Cooperator, then within sixty (60) days of the date of termination the Cooperator will reimburse DU for the cost of DU's Site Improvements as listed in Exhibit A.
13. All notices under this Agreement must be in writing and will be deemed to be officially given when mailed by certified mail return receipt requested or hand delivered to the party to whom the notice is intended at their address listed above or at such other address as that party may specify in writing from time to time.
14. Cooperator and DU agree that this Agreement may be modified by amendment through mutual written agreement.
15. This Agreement and the parties' obligation herein are contingent upon DU completing a feasibility study of the Site for the Site Improvements which results are solely acceptable to DU. If the feasibility study is not acceptable to DU, DU shall notify Cooperator and this Agreement shall terminate automatically upon such notice. In the event of the termination pursuant to this Section, each party shall be responsible for the expenses incurred by them prior to the date of termination and shall have no obligation to the other after the date of termination.

Agreed and accepted:

COOPERATOR

BY: [Signature]

(Signature)

B.N. Richardson Trust, FBO Anthony Thoreson
Steffes Trust Company (Charles Peterson - Trustee)

(Print Name)

Farm Manager

DATE: 10/09/2020

DUCKS UNLIMITED, INC.

BY: [Signature]

(Signature)

Johann Walker

(Print Name)

TITLE: Director of Operations

DATE: 28 October 2020

EXHIBIT A

The habitat improvements described below are agreed to by B.N. Richardson Trust (Landowner) and Ducks Unlimited, Inc in Landowner Agreement ND-581-018 dated October 28, 2020.

Description of Habitat Improvement Project and Objectives:

This project is designed to improve grassland conditions by implementing a rotational grazing system on uplands totaling approximately 68.2 acres and 4 temporary, seasonal, and semi-permanent wetlands totaling approximately 2 acres. The purpose of this agreement is to improve vegetative conditions and trends for the benefit of prairie, wetlands, cattle and wildlife. *Total project = 70.2 acres*

DU will:

Ducks Unlimited will provide funding as denoted in the Budget Table for the fence materials, fence installation and/or water developments up to the maximum amount denoted in the Budget Table and Budget Narrative. Ducks Unlimited Biologists will work closely with the landowners and other cooperators to assist in designing a grazing management plan in order to improve grassland and wetland wildlife habitat and to improve the forage available for livestock grazing. The biologist will also assist with project implementation and will monitor the project after completion.

The Landowners will:

The Landowner will provide funding and/or in-kind services as denoted in the Budget Table for the fence materials, fence installation and/or water developments. The Landowner agrees to install the items identified above and as shown on the attached map and implement the grazing schedule and stocking rates as outlined in the grazing plan.

Landowner agrees to manage land legally described previously in this agreement by implementing a grazing system.

Landowner agrees to promptly pay any vendors who provide materials or services for this project.

The other Cooperator will:

The other Cooperator will provide funding as denoted in the Budget Table and technical assistance to support the actions needed to successfully complete the project.

Additional information as required for the project:

Approximate stocking rates will be implemented as outlined in the attached Grazing Plan. AUM's available for grazing each year will be calculated using the chart below. To allow for flexibility in operating the system, the Landowner has the latitude to move livestock from pastures depending on condition. **If additional management is deemed necessary, haying may be allowed after July 15th with prior approval from DU staff.**

Budget Table:

Activity	Price	DU Total	Landowner
4 strand barb border fence (8,300 ft @ \$1.80/ft)	\$14,940.00	\$6,640.00	\$8,300.00
Total	\$14,940.00	\$6,640.00	\$8,300.00

* The total cost-share by the Landowners, other Cooperator and DU and must remain the same, however allocations by category may be redistributed upon prior approval by DU. Any work to be completed may be modified with the mutual agreement of the Landowners, other Cooperator and DU.

Budget Narrative:

Any payments from DU and/or the other Cooperator will only be made after work is completed. Partial payments from DU and/or the other Cooperator will ONLY be considered under special circumstances. DU and/or the other Cooperator as denoted in the Budget Table will fund costs up to, but not exceeding the rate indicated in the Project Table. The Landowners are responsible for all costs exceeding the rates in the Project Table. All subsequent maintenance is the responsibility of the Landowners.

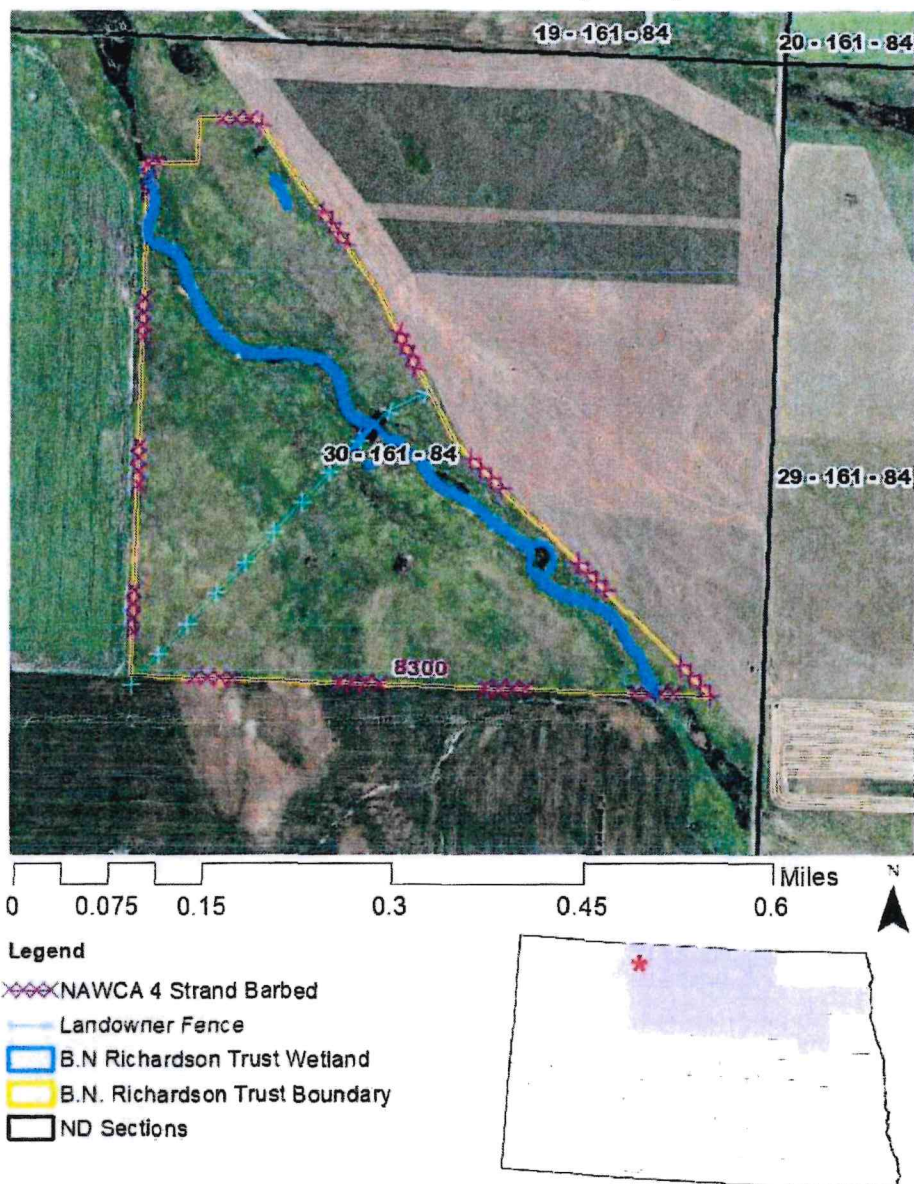
SITE LOCATION

LEGAL SITE DESCRIPTION:

State: North Dakota County: Renville
Section: 30 Township: 161 N Range: 84 W
Total Area: 70.2 acres UTM Quadrants: Lat: 48.745 N Long: -101.614 W

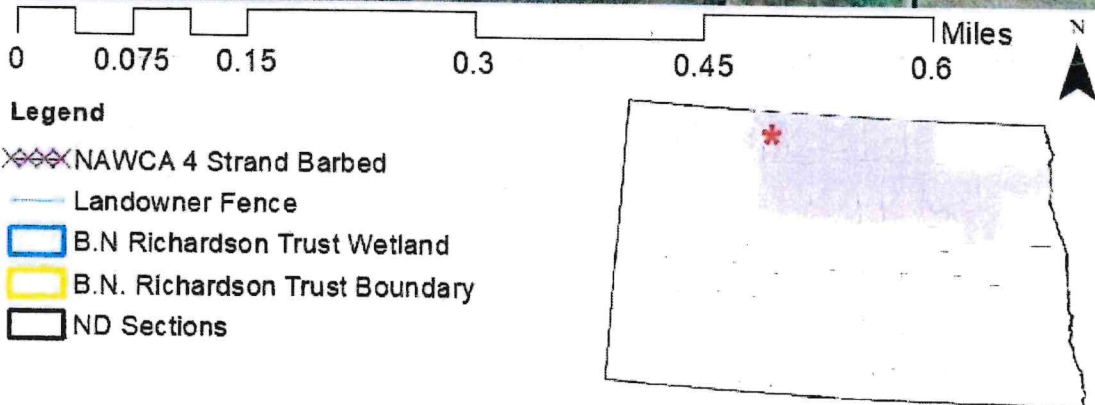
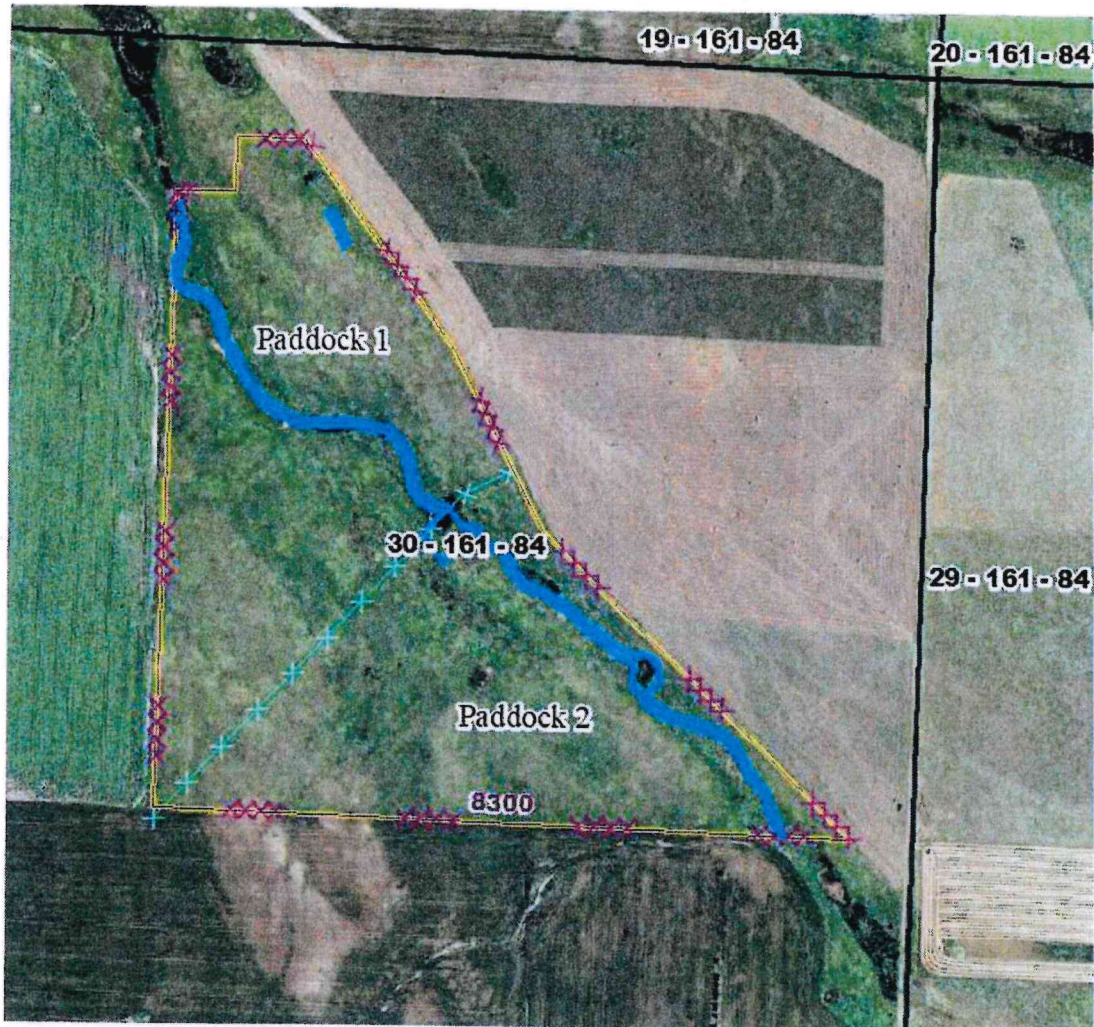
GENERAL DIRECTIONS TO SITE (proximity to nearest town, major roads, etc., suitable for locating the Site on the ground): Beginning in Mohall, ND, head west on ND-5 W for 3 miles, head south on 40th Ave NW for 1 mile and then travel west on 92nd St NW and travel 1 mile. You are now at the NE corner of Section 30.

Site Plan Map
B.N Richardson Trust Project Map



GRAZING PLAN

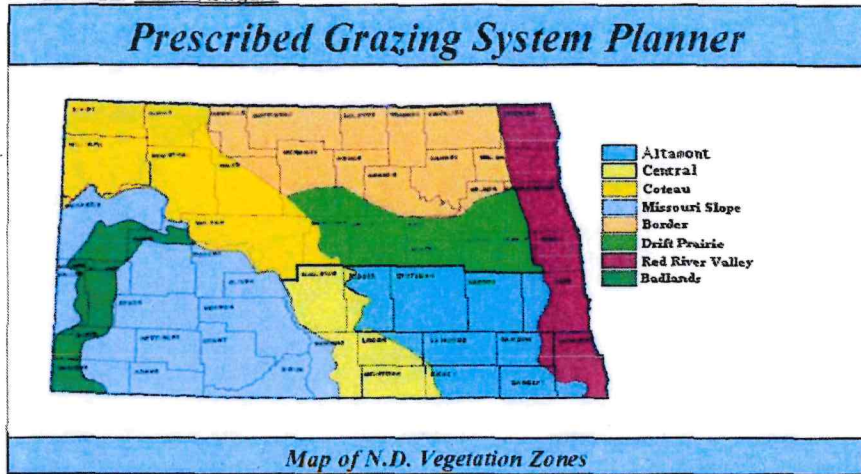
B.N Richardson Trust Grazing Map



LANDOWNER: B.N Richardson Trust

COUNTY: Renville

LESSEE: Dustin Newgard



FILL OUT
GREEN
ONLY

PLANNED BY
Dane Buysse

GRAND TOTAL
DAYS 2,575

TOTAL ACRES 70.2

INPUT VEGETATION ZONE OF GRAZING SYSTEM: COTEAU AREA 1

Herd Identification:		At-Risk NAWCA I							Total Grazing Days Available in Cell
Pasture Identification (Cell No.)	Pasture Acres	Soil/Site Range Type	NO	Range Type Acres	Soil Type Percent	STOCKING Rate	Adjusted Stocking Rate Per Condition	Available AUM'S per Acre	
1	37	Wet Meadow (WM)	21	29.4	79.5%	1.6	1.20	35.3	↓
RANGE CONDITION: GOOD		Wetland (WL)	22	6.1	16.5%	2.1	1.58	9.6	
75% OF CLIMAX COMMUNITY		Silty (Loamy) (Sl)	14	0.5	1.4%	0.8	0.60	0.3	
(1) Place In Rotation Sequence		Subirrigated (Sb)	15	1	2.7%	1.4	1.05	1.1	
				0					
				0					
Totals/Averages			37	100%	n/a	1.25	46.2	1410.2	↓
2	33.2	Wet Meadow (WM)	21	16	48.2%	1.6	1.20	19.2	
RANGE CONDITION: GOOD		Wetland (WL)	22	6.6	19.9%	2.1	1.58	10.4	
75% OF CLIMAX COMMUNITY		Silty (Loamy) (Sl)	14	5.6	16.9%	0.8	0.60	3.4	
(2) Place In Rotation Sequence		Subirrigated (Sb)	15	5	15.1%	1.4	1.05	5.3	
				0					
Totals/Averages			33.2	100%	n/a	1.15	38.2	1165.3	

TWICE-OVER DEFERRED ROTATIONAL GRAZING PLAN

This grazing plan is for B.N. Richard		COUNTY: Renville
Summary of resources is as follows:		
84.4	Total AUM's on rangeland.	5% increase for Twice-over
88.7	Total AUM's for the operation.	
103	Total annual grazing days available	
1-Jul	Enter the date you start grazing native range.	
26	Average number of Animal Units (AU's)	
51	Days for the first rotation.	
51	Days for the second rotation.	
103	Total grazing days for this herd.	
2	Number of grazing cells	

Animal Types	No.
Cow w/ calf	25
Bull	1

Time frames for rotations based on normal conditions.
Tame grass or sacrifice pasture(s).

Unit Number	AUM's / Pasture	AU's / Pasture		Days for early grazing are;	Start grazing on tame grass on
			=	0 days	
			=	0 days	
			=	0 days	

2020	1st Rotation of Native Range Units								
	Cell No.	Adjusted Herd Days	Animal Units in Cell	Divided by 2	Days for 1st Rotation	Start Date	End Date	Move to Unit #	Days of rest per pasture
	1	56	26	/ 2 =	28	1-Jul	28-Jul	2	25
	2	46	26	/ 2 =	23	29-Jul	21-Aug	1	29
	Totals:	103	26	/ 2 =	51	← TOTAL DAYS OF 1ST ROTATION			

2020	2nd Rotation on Native Range Units								
	Cell No.	Adjusted Herd Days	Animal Units in Cell	Divided by 2	Days for 1st Rotation	Start Date	End Date	Move to Unit #	Days of rest per pasture
	1	56	26	/ 2 =	28	22-Aug	18-Sep	2	25
	2	46	26	/ 2 =	23	19-Sep	12-Oct	END OF YEAR	29
	Totals:	103	26	/ 2 =	51	← TOTAL DAYS OF 2nd ROTATION			

2 Cell ROTATIONAL GRAZING SYSTEM

2020 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
1	1-Jul	29-Jul	25
2	30-Jul	22-Aug	29
1	23-Aug	20-Sep	25
2	21-Sep	14-Oct	29

2021 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
2	1-Jul	24-Jul	29
1	25-Jul	22-Aug	25
2	23-Aug	15-Sep	29
1	16-Sep	14-Oct	25

2022 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
1	1-Jul	29-Jul	25
2	30-Jul	22-Aug	29
1	23-Aug	20-Sep	25
2	21-Sep	14-Oct	29

2023 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
2	1-Jul	24-Jul	29
1	25-Jul	22-Aug	25
2	23-Aug	15-Sep	29
1	16-Sep	14-Oct	25

2024 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
1	1-Jul	29-Jul	25
2	30-Jul	22-Aug	29
1	23-Aug	20-Sep	25
2	21-Sep	14-Oct	29

2025 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
2	1-Jul	24-Jul	29
1	25-Jul	22-Aug	25
2	23-Aug	15-Sep	29
1	16-Sep	14-Oct	25

2026 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
1	1-Jul	29-Jul	25
2	30-Jul	22-Aug	29
1	23-Aug	20-Sep	25
2	21-Sep	14-Oct	29

2027 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
2	1-Jul	24-Jul	29
1	25-Jul	22-Aug	25
2	23-Aug	15-Sep	29
1	16-Sep	14-Oct	25

2028 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
1	1-Jul	29-Jul	25
2	30-Jul	22-Aug	29
1	23-Aug	20-Sep	25
2	21-Sep	14-Oct	29

2029 SCHEDULE			
CELL NO.	START DATE	END DATE	DAYS REST
2	1-Jul	24-Jul	29
1	25-Jul	22-Aug	25
2	23-Aug	15-Sep	29
1	16-Sep	14-Oct	25



At-Risk Potholes NAWCA II
Renter/Operator/Lessee
Permission Form

Renter/Operator/Lessee Information

Name: _____ County: Renville
Address: _____

Legal Description: NE 1/4 Section 30-161-84

The following Cover Crop & Livestock Integration Project agreement practices will be installed on the above legal description:

8,300 feet of 4 strand barbed wire.

Landowner's Information

Name: B.N. Richardson Trust, FBO Anthony Thoreson County: Cass
Steffes Trust Co. (Charles Peterson - Trustee)
Address: 210 Broadway N., Suite 400, Fargo, ND 58102

I agree that the renter/operator/lessee will be responsible for installing or coordinating the installation of all the practices listed above. The renter/operator/lessee has my permission to request cost-share reimbursement for all the listed practices. I agree that the installed practices will be maintained for the lifespan of the agreement.

for B.N. Richardson Trust, FBO Anthony Thoreson
by Charles Peterson, Trustee 10/09/2020
Signature of Landowner Date

[Signature] 10-14-2020
Signature of Renter/Operator/Lessee Date

Ducks Unlimited - Cultural Resource Compliance Form

Project Name: B.N. Richardson Trust Prairie Potholes At-Risk NAWCA II

Date of Request: 10/6/2020 Date you want to start project: Fall 2020

State: North Dakota County: Renville

- NE ¼ Section 30 in Township 161 North, Range 84 West

1) Describe the Undertaking (describe the proposed project including approximate sizes or lengths)

Livestock fencing development consisting of 8,300 feet of 4-Strand boundary fence.

2) Describe the environmental settings: (What was the natural habitat (grassland, floodplain, etc.) and what is the nature and extent of modifications including grazing, cultivation, earth moving, etc.).

The property is primarily grassland and wet meadow and will include the aforementioned modifications to integrate a rotational grazing system on cropland in the fall. Livestock and wildlife will benefit from the system from enhanced wetland functionality and added forage production.

Attachment includes: Aerial map depicting disturbed site and associated proposed activities

Contact: Dane Buysse

Address: 2525 River Road, Bismarck ND 58503

Phone: 701-355-3500

The project described above and the attached location maps accurately identify the area(s) affected by the undertaking. The project will not be initiated until the 106 process has been completed.

Does the landowner know of any cultural resource sites? No X Yes explain

Dave Sussman

10/06/2020

Ducks Unlimited Great Plains Regional Office, ND Biologist

Date _____

SHPO Compliance Determination of Effect:

SHPO Ref. No.: 21-5037

We concur with a "No Significant Sites Affected" determination provided the project is of the nature stated and it takes place in the location stated and depicted in the documentation.

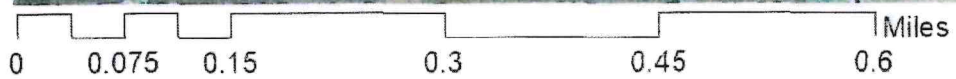
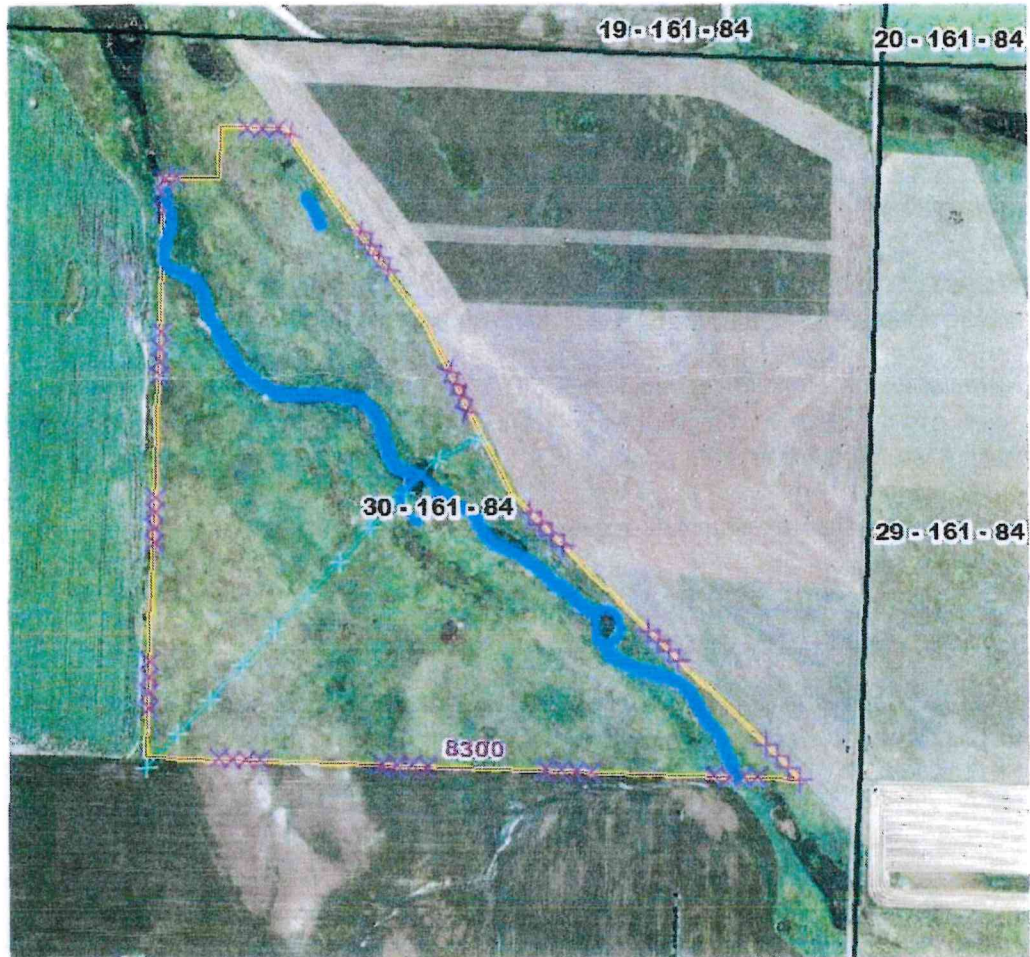
[for] North Dakota State Historic Preservation Officer

10/9/20

Date _____

Additional Information Required

B.N Richardson Trust Project Map



Legend

- NAWCA 4 Strand Barbed
- Landowner Fence
- B.N Richardson Trust Wetland
- B.N. Richardson Trust Boundary
- ND Sections

