(Rev. 02/07/2013) For Department Use Only

File # 2113254

Cooperator(s) John & Gerald Clancy

County Barnes

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

Contract Period

This Agreement shall be effective from November 15,2013, or the date this agreement is signed by both parties, whichever is later, until September 30,2023, The later date shall coincide with the expiration date of the Cooperator's CRP contract on CRP Lease and Cost-share Acres.

Legal Description of Access Property (If applicable, include on plat map of Exhibit A) NW1/4 of Sec 36 T141 R58

Identification of practices. (attach additional sheets if necessary)

Tract No.	Field No.	Practice: Specify A) Grass Seeding; B) Tree & Shrul C) Wildlife Food Plot; or D) CRP Lease E) Round O		Acres
1492	12	CRP Lease		105.0
			Total	105.0

John Clancy Cooperator's Mailing Address: John-PO Box 73; To Gerald-405 Edgewood	Date Cooperator Name Date Gerald Clancy Ower City ND 58071 Rd; Thompson ND 58278
Agreement prepared by: Renae Heinle	
STATE OF North Advances) ss County of November) ss County of November) described in and who executed this Agreement, a execute the same.	Landra Public, Public County State of Normission Expires:
*	Notary Seal SANDRA JONGEWARD Notary Public State of North Dakota My Commission Expires July 11, 2014
STATE OF North Dakota) ss County of Grand Focks) On this 2nd day of December described in and who executed this Agreement, a execute the same.	, 20 <u>1</u> 3, before me personally appeared known to me to be the person(s) who is/are and acknowledged to me that said person(s) did
	Notary Public, Grand Forks County State of North Daxota My Commission Expires: 11/13/2018
278945 2 of 11	Notary Seal DESIREE ELLEFSON NOTARY PUBLIC STATE OF NORTH DAKOTA My Commission Expires NOVEMBER 13, 2018

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Return To: BARNES COUNTY ABSTRACT CO
Box 756
Valley City ND 58072

N.D. Game & Fish Department	
Terry Steinwark By: Title:	
STATE OF NORTH DAKOTA) ss County of Burleigh)	
On this 2674 day of December Jerry STeingland, known to me to be the me that said person did execute the foregoing Agree Dakota, Game and Fish Department.	before me personally appeared and acknowledged to sement for and on behalf of the State of North
	Notary Public, <u>Barleigh</u> County State of North Dakota My Commission Expires:
GERALYN EVANS Notary Public State of North Dakota My Commission Expires Nov. 27, 2018	Notary Seal

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APPENDIX TO CRP ACCESS AGREEMENT

BACKGROUND

WHEREAS, 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;

WHEREAS, 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); WHEREAS, the Department desires to offer CRP Lease/cost-sharing for practices 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;

NOW, THEREFORE, 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, including cost-share acres, 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. Cost-share acres means those acres described in the agreement and eligible for cost-share payment
 - d. Cost-share payment means the payment made by the Department, subject to available funds, to assist the Cooperator is establishing the practices required in this agreement.
 - e. **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.
 - f. **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.
 - g. 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.
 - h. Specified cereal grains means wheat, barley, oats, millet, and corn.
 - i. 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.
 - j. **Managed Haying and Grazing** means the permitted use of CRP which allows for managed harvesting of biomass.
 - k. **Emergency Haying** means the permitted use of CRP which allows for harvesting of biomass during a federally declared Agricultural disaster.
 - l. **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.
 - m. Round Out payment means the payment on those acres not included in an USDA CRP contract and needed to effectively delineate the access property with signs.
 - n. **Mid-Contract Management** means performing the required scheduled management as per the USDA_FSA CRP contract, using approved cover management activities.

2. **COOPERATOR'S OBLIGATIONS.** Cooperator agrees:

- To allow, without any restriction, public access for walk-in hunting on the Access Property, including CRP Lease/Cost-share Acres within the Access Property. Be advised that you are granting permission to allow public hunting or pursuit of game in your, or your tenant's, unharvested cereal grains or sunflowers under North Dakota Century Code section 20.1-01-22 unless otherwise negotiated. If negotiated, NO access will be allowed on standing crops until harvested. The Department will designate these areas with "No Hunting in Unharvested Crops" signs. Access must be allowed to standing crops if Cost share acres are isolated within the standing crops. Access must also be allowed to Wildlife Food Plots within the access property of this contract.
 - Check here if NO Access will be allowed on Standing Crops until harvested.
- b) To provide proof of grass seed, tree and shrub, and wildlife food plot cost, and proof of completion of such planting as per FSA Form AD 245 or similar form approved by the CCC ("Schedule"), or by Affidavit of Proof ("Affidavit"), which, upon completion, will be labeled Exhibit B, attached to and made a part of this Agreement.
- c) To manage CRP Lease/Cost-share Acres in accordance with the laws, rules, and regulations governing and controlling the Federal Conservation Reserve Program;
- d) To remove and not permit 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;
- e) Haying and Grazing will be allowed on the CRP Lease/Cost Share acres if the Cooperator is authorized by their County USDA-FSA office to obtain a modified CRP conservation plan for "Managed Haying and Grazing", "Emergency Haying and Grazing" or "Routine Grazing". If authorized, the Cooperator, under the terms of this CRP Lease/Cost Share Access agreement, will be allowed to:
 - a. hay up to 50 percent (50%) of the eligible CRP Lease/Cost Share acres in any given year by utilizing "Managed or Emergency Haying", or
 - b. graze up to 100 percent (100%) of the eligible CRP Lease/Cost-Share acres in any given year by utilizing either "Managed Grazing, Emergency Grazing or Routine Grazing"

Under no circumstance may the Cooperator hay more than 50 percent (50%) of the CRP Lease/Cost Share acres in any given year as long as this agreement is in effect. All haying and grazing activities must be completed by September 1st of each year unless otherwise approved by the Department. "Routine Grazing" must include a grazing plan that has been approved by the Department.

- f) To permit the Department, or its agent, to post notice upon the Access Property that it is open to public use for hunting and to publish the same;
- g) 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.
- h) To allow the Department access, during reasonable hours, to the Access Property for purposes of inspection to verify agreement compliance.

3. **DEPARTMENT'S OBLIGATIONS.** Department agrees:

Grass Seed Cost-Sharing. a)

(1) To make a one-time payment not to exceed 100 percent (100%) of the total actual cost of the seed used in establishing the CRP herbaceous cover on CRP Cost-share Acres only. Payment will be made after Department receives proof of grass seed cost and completion of grass planting on the Schedule or the Affidavit (Exhibit B). Any part of the Access Property not included in the CRP Lease or Cost-share Acres shall not be eligible for any form of payment.

b) Tree and Shrub Cost-Sharing.

(1) To make a one-time payment of up to 50 percent (50%) of the total actual cost of the trees and shrubs planted to establish permanent wildlife habitat on no more than 5% of the Cost-share Acres. The Department's payment will not exceed \$300 per acre. Payment will be made after Department receives proof of trees and shrub cost and completion of planting on the Schedule or the Affidavit (Exhibit B). Payment for tree and shrub planting is not included in the per acre payment limitation for grass seed cost-sharing. Any part of the Access Property not included in the CRP Lease or Costshare Acres will not be eligible for any form of payment.

Wildlife Food Plot Cost-sharing. c)

- (1) To make annual establishment payments for annual planting of specified cereal grains or sunflowers. Wildlife food plots must be left unharvested for a wildlife food source. Establishment payments are \$50 per acre, per year for cereal grains, and \$70 per acre, per year on corn and sunflowers. Payment will be made after the Department receives proof of planting on the Schedule or the Affidavit (Exhibit B). Any part of the Access Property not included in the CRP Lease or Cost-share 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.
- To provide signs and sign posts indicating that the Access Property is open to walk-in d) public hunting for the stipulated contract period.

e) CRP Access Lease Payment.

(1) To provide an upfront compensation payment of \$3.00 per CRP Lease acre under contract per year 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. Payments under this provision will normally be made within 60 days after the agreement has been signed by both parties.

f) Round Out Payment.

(1) To make an upfront Round Out payment of \$NA for the acres contained in the access property not under an USDA CRP contract, or any other access contract. The Department shall determine these rates. Payments under this provision will normally be made within 60 days after the agreement has been signed by both parties.

g) Mid-Contract Management Cost-sharing.

(1) USDA-FSA has made available 50 percent (50%) cost-share for scheduled management activities to occur on the entire CRP contract. The Department will provide cost-share assistance and technical service, respectively, to facilitate scheduled management of approved management activities. (Managed or Emergency haying and grazing will not receive cost-share assistance)

4. TERM OF ACCESS AGREEMENT.

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

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.

If implementation of this agreement is delayed beyond the current state biennium, the Department may terminate this agreement effective upon delivery of written notice to the Cooperator if funding from state and/or federal sources is not obtained and continued at levels sufficient to allow payment to Cooperator. This agreement may be modified by agreement of the parties in writing to accommodate a reduction in funds.

5. BREACH OF CONTRACT- SPECIFIC PERFORMANCE -LIQUIDATED DAMAGES

This contract benefits the public, and specific performance is required unless the Director, in his sole discretion, finds that emergency circumstances or the public interest necessitate cancellation of the contract. The Department may seek to enforce the contractor's obligations under this agreement by legal action in any court of competent jurisdiction in the State of North Dakota. If the Director determines in his 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, interest at the prime rate, plus all cost share funds, bonus payments, incentive payments, and administrative expenses paid or incurred by the Department under this agreement. 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 attorneys fees and expenses.

6. **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.

7. APPLICABLE LAW

North Dakota law governs this agreement.

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8. INDEMNITY – SPOLIATION – NOTICE OF POTENTIAL CLAIMS

Cooperator agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Cooperator to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Cooperator also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Cooperator in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Cooperator will promptly notify Department of all potential claims, which arise from, or result from this contract. Cooperator shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the Department the opportunity to review and inspect the evidence, including the scene of an accident.

LIMITED LIABILITY OF COOPERATOR 9.

Consistent with N.D.C.C. ch. 53-08, Limited Liability for Owner of Recreation Lands, the Cooperator owes no duty of care to keep recreational property safe for entry or use by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity of such premises to persons entering for such purposes. Notwithstanding however, nothing in N.D.C.C. Ch. 53-08 limits in any way any liability of the Cooperator which otherwise exists for willful and malicious failure to guard or warn against a dangerous condition, use, structure, or activity; or injury suffered in any case where the property owner charges the person or persons who enter or go on the property other than the amount, if any, paid to the owner of the property by the State.

OWNER OF PROPERTY/ HUNTING RIGHTS/ LESSEE 10.

Cooperator certifies that Cooperator owns the Access Property, including all hunting and fishing rights to it, and that the Cooperator has not given an easement, license, lease, or other interest granting, transferring, or divesting the Cooperator of these hunting and fishing rights.

MERGER AND MODIFICATION 11.

This contract constitutes the entire agreement between the parties. There are no understandings, or all or written, not specified within this contract. This contract may not be modified in any manner, except by written agreement signed by both parties.

EXHIBIT "A"

NORTH DAKOTA GAME & FISH DEPARTMENT

CRP ACCESS PROGRAM

COOPERATO	OR(S):	John and G	erald (Clancy AGREI	EMENT: 2113254	_
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This form is available electronically.			1 1 CODE	* 10	CICN LID A	LIMPEO	1
CRP-1 U.S. DEPARTMENT OF AGRICULTURE (07-23-10) Commodity Credit Corporation CONSERVATION RESERVE PROGRAM		Т	1. ST. & CO. CODE ADMIN. LOCATION 38003	84 2.	SIGN-UP N 45	UMBER	
NOTE: The authority for collecting the following information is Pub. L. 107-171. To collection of information without prior OMB approval mandated by the Paperwork time required to complete this information collection estimated to average 4 minut hims for reviewing instructions, searching existing data sources, gathering and ma	his authority atlows Reduction Act of 1 es per response, i	s for the 1995. The including the	3. CONTRACT NUM	IBER 4,	ACRES FO 105.0	R ENROLLMENT	
completing and coviewing the collection of information. 7. COUNTY OFFICE ADDRESS (Include Zip Code):	antonia g trio della	1100000, 0170	10 10 9 5. FARM NUMBER 0000827	6.	TRACT NU	MBER(S)	
BARNES COUNTY FARM SERVICE AGENCY			8.OFFER (Select one)		0001492		
110 WINTERSHOW ROAD, SW VALLEY CITY, ND 58072			GENERAL	_ [FF	ROM: <i>IM-DD-YYYY)</i> 0/01/2013	TO: (MM-DD-YYYY) 09/30/2023	
TELEPHONE NUMBER (Include Area Code): (701)845-3083 THIS CONTRACT is entered into between the Commodity Credit Corpor	and a second second	10001	ENVIRONMENTAL PRIOR	(USA) (Marcon)			-
referred to as "the Participant"). The Participant agrees to place the designation of the Participant acreage and approved by the CCC and the Participant acreage and approved by the CCC and the Participant acknowledges that a copy of the Appendix pay such liquidated damages in an amount specified in the Appendix for the terms and conditions of this contract are contained in this Fort CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLL applicable; and, if applicable, CRP-15.	gnaled acreage CCC. The Particly licipant, Addition of Appendix to C for the applicab ne Participant wi n CRP-1 and In	into the Con pant also ag nally, the Pan RP-1, Cons le sign-up p thdraws pric the CRP-1	servation Reserve Prog rees to implement on st dicipant and CCC agree ervation Reserve Progra priod has been provided or to CCC acceptance of Appendix and any ada	rram ("CRP uch designa to comply am Contrac i to such pe rejection. iendum the	r") or other us aled acreage with terms a ct (referred to erson. Such p ereto. BY SIG	e set by CCC for the the Conservation ad conditions as "Appendix"). By berson also agrees to BNING THIS	
W/CD		62E 17	100011 /20s	Ones 26	or additions	(cosca)	
10A. Rental Rate Per Acre \$70.86	11. Ider	ntification	of CRP Land (See	rage 2 ii	or additiona		
B. Annual Contract Payment \$7440	A.Tract No	B. Fie	ld No. C. Practice	No. D.	Acres	E. Tolal Estimated Cost-Share	
C. First Year Payment	0001492	0007	CP4D	4,2		\$0.00	
(Item 10C applicable only to continuous signup	0001492	8000	CP4D	4.2		\$0.00	
when the first year payment is prorated.)	0001492	0010	CP4D	7.7		\$0.00	278945
12. PARTICIPANTS	Lavania	I as a kar	er and mark with				789
A(1).PARTICPANTS NAME AND ADDRESS (Zip Code): JOHN CLANCY	(2) SHARE	(4) SIGN	AL SECURITY NUMB	ER:	18484	-DD-YYYY)	27
PO BOX 73 TOWER CITY,ND 58071-0073	50.00%		bree individuals are signing, co	onlinue on alla	1)	-7-13	
B(1).PARTICPANTS NAME AND ADDRESS (Zip Code):	(2) SHARE	- farence	AL SECURITY NUMB	-11-1	10.5	V	
GERALD CLANCY 405 EDGEWOOD RD THOMPSON,ND 58278-4309	50.00%	(4) SIGN	SIGNATORE Day Bay With DD. YYYY) or than three individuals are signed, continue on attachment. 6-7-13				
C(1).PARTICPANTS NAME AND ADDRESS (Zip Code):	(2) SHARE		AL SECURITY NUMB				
N/A	0/	(4) SIGN	ATURE		(MM)	-סס-үүүү)	
(If more than three individuals are signing, continue on attachment.)	70		hree individuals are signing, co	ontinue on alla	eahmant.)		
13. CCC USE ONLY - Payments according to the shares are approved	A. SIGNATU	OF CO	C REPRESENTATIV	E	,	MM-DD-YYYY)	
NOTE: The following statement is made in accordance with the Privacy for requesting the following Information is the Food Security Act of (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 14 CCC to consider and process the offer to enter into a Conservati parties to the contract. Furnishing the requested information is we certain program benefits and other financial assistance administration of the Contract Program benefits and other financial assistance administration of the Privacy State and Federal Law Enforcement agencies, a civil fraud statues, including 18 USC 286, 287, 371, 641, 651, 10	or 1985, (Pub. L. 10 and the Interion Reserve Progoluntary, Failure ared by USDA agents for response	nal Revenue gram contra- to furnish th gency, This	amented and the Paint of code (26 USC 6109). To the control of the	The Informating eligibility will result in with the control of the	alion requests and to deter in determinati er agencies, The provisio	is necessary for mine the correct on of ineligibility for IRS, Department of the of criminal and	
This U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and ac- maritial and family status. (Not all prohibited bases apply to all programs). Persons with disab- contact USDA's TARGET Conter at (202) 720-2600 (voice and TDD). To file a complaint of di- Washington, DC 20250-9410 or call (202) 720-5864 (voice or TDD). USDA is an equal opport	scrimination, write US	SDA, Director, C					
Original - County Office Copy	Owner's C	ору		Operator	's Copy		Ш
						7 2013	
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CRP-1 (07-23-10) Page 2

Continuation of Item 11 - Identification of CRP Land

A. TRACT NO.	B. FIELD NO.		D. ACRES	E. TOTAL ESTIMATED — C/S	CONTRACT PERIOD (MM-DD-YYYY)	
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DOCUMENT NUMBER 278945



Fee: \$ 50.00 278945 OFFICE OF COUNTY RECORDER County of Barnes, North Dakota I bereby certify that the within instrument was filed in this office on 10/07/2014 at 2:10 PM and was duly recorded.

County Recorder

278945

Deputy

Return To: BARNES COUNTY ABSTRACT CO Box 756 Valley City ND 58072