

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

File # 215024

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 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 Property 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 April 1, 2015, or the date this agreement is signed by both parties, whichever is later, until September 30, 2029. The later date shall coincide with the expiration date of the Cooperator's CRP agreement on CRP Lease and Cost-share Acres.

Legal Description of Access Property (If applicable, include on plat map of Exhibit A)
NE1/4 of Sec 14 T139 R61

Identification of practices. (attach additional sheets if necessary)

Tract No.	Field No.	Practice: Specify A) Grass Seeding; B) Tree & Shrub Planting; C) Wildlife Food Plot; or D) CRP Lease E) Round Out	Acres
1701	1	CRP Lease	149.9
Total			149.9

John Clancy
John Clancy, 3/26/15
1st Cooperator Name Date

Gerald Clancy, 3/26/15
2nd Cooperator Name Date

John Clancy

Gerald Clancy

Cooperator's Mailing Address: John-605 Elm St, PO Box 73, Tower City, ND 58071
Gerald-405 Edgewood Rd, Thompson, ND, 58278

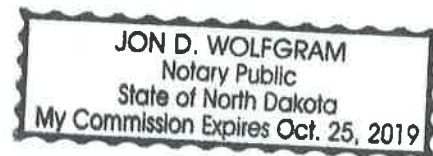
Agreement prepared by: Renae Heinle

STATE OF North Dakota) ss
County of Grand Forks)

On this 26th day of March, 2015, before me personally appeared John Clancy, known to me to be the person(s) who is/are described in and who executed this Agreement, and acknowledged to me that said person(s) did execute the same.

J D Wolf
Notary Public, Grand Forks County
State of North Dakota
My Commission Expires: Oct 25, 2019

Notary Seal

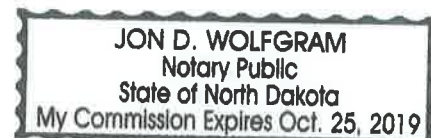


STATE OF North Dakota) ss
County of Grand Forks)

On this 26th day of March, 2015, before me personally appeared Gerald Clancy, known to me to be the person(s) who is/are described in and who executed this Agreement, and acknowledged to me that said person(s) did execute the same.

J D Wolf
Notary Public, Grand Forks County
State of North Dakota
My Commission Expires: Oct 25, 2019

Notary Seal



N.D. Game & Fish Department

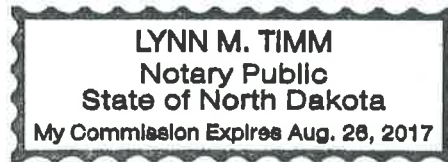
By: Terry Steinhilber Title:

STATE OF NORTH DAKOTA) ss
County of BURLINGTON)

On this 13TH day of MAY, 2015 before me personally appeared TERRY STEINWAND, known to me to be the DIRECTOR and acknowledged to me that said person did execute the foregoing Agreement for and on behalf of the State of North Dakota, Game and Fish Department.

Lynn M. Timm
Notary Public, BURLINGTON County
State of North Dakota
My Commission Expires: 26 August 2017

Notary Seal



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/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;

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 in 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 a 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:

- a) To allow, without any restriction, public access for walk-in hunting on the Access Property, including CRP Contract/Cost-share Acres within the Access Property. Cooperator grants permission to allow public hunting or pursuit of game in Cooperator's, or, applicable, that Cooperator's tenant's, unharvested cereal grains or sunflowers under North Dakota Century Code section 20.1-01-22 unless otherwise agreed.

If so agreed, as indicated by a check in the below box and initials of both parties immediately below, no public access will be allowed on standing crops until harvested. In that event the Department will designate these areas with "No Hunting in Unharvested Crops" signs. In that event, Cooperator agrees to allow access to standing crops when CRP Contract/Cost share acres are isolated within the standing crops. Further, access shall be allowed to Wildlife Food Plots within the access property of this agreement;

☐ ☒ ✓ Check here if NO Access will be allowed on Standing Crops until harvested.

_____ (Cooperator's initials) _____ (Department's initials)

- 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 continue enrollment in the Federal Conservation Reserve Program as applicable to the CRP Contract/Cost-Share Acres; to manage CRP Lease/Cost-share 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/Cost-Share Acres;
- 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) To conduct **Haying and Grazing** on the CRP Lease/Cost Share acres **only** if the Cooperator has obtained from their County USDA-FSA office a modified CRP conservation plan for "Managed Haying and Grazing", "Emergency Haying and Grazing" or "Routine Grazing". If so authorized by a modified CRP conservation plan, 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 and signs upon the Access Property that it is open to public use for hunting and to publish the same;
- g) To allow the Department, upon a nonrenewal, expiration, or termination of the agreement, 180 days to remove Department posted signs referred to in paragraph 2f above. In the alternative, the Cooperator may personally assume the responsibility to remove Department signs within those 180 days and so notify the Department. Cooperator removal of Department signs will be at no cost to the Department, the Cooperator is then responsible for any damage to the signs resulting from Cooperator removal, and the Cooperator is then responsible to return such Cooperator-removed signs to the Department;
- h) 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; and,
- i) 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:

a) **Grass Seed Cost-Sharing.**

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 in accordance with the attached Payment Schedule (**Exhibit C**) 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.**

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 in accordance with the attached Payment Schedule (**Exhibit C**) 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 Cost-share Acres will not be eligible for any form of payment.

c) **Wildlife Food Plot Cost-sharing.**

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 determined by the Department. Payment will be made in accordance with the Payment Schedule (**Exhibit C**) after the Department receives proof of planting. Any part of the Access Property not included in the CRP Contract 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.

d) **CRP Access Lease Payment.**

To provide an upfront compensation payment, in accordance with the attached Payment Schedule (**Exhibit C**), 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.

e) **Round Out Payment.**

To make an upfront Round Out payment in accordance with the attached Payment Schedule (**Exhibit C**) for the acres contained in the access property not under a CRP contract, or any other access agreement. 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) **Mid-Contract Management Cost-sharing.**

To provide cost-share assistance and technical service to facilitate scheduled management of approved management activities. Managed or Emergency haying and grazing will not receive cost-share assistance.

g) **Signs.**

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

4. **TERM OF ACCESS AGREEMENT.**

Except as otherwise provided in this agreement, this agreement remains in effect and may not be canceled 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/Cost-Share 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 paragraph 5 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.

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 AGREEMENT- SPECIFIC PERFORMANCE -LIQUIDATED DAMAGES**

This agreement 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 agreement. 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. 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, the full amount of all consideration previously paid to Cooperator by the Department, 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.

8. **LIMITED LIABILITY OF COOPERATOR**

It is understood by the parties that this lease is entered into, among other purposes, to allow access to the Department for recreational purposes as defined by N.D.C.C. § 53-08-01(5). N.D.C.C. § 53-08-04 limits the liability of an owner of land so leased to the Department.

9. **OWNER OF 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.

10. **MERGER AND MODIFICATION**

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

EXHIBIT "A"

NORTH DAKOTA GAME & FISH DEPARTMENT

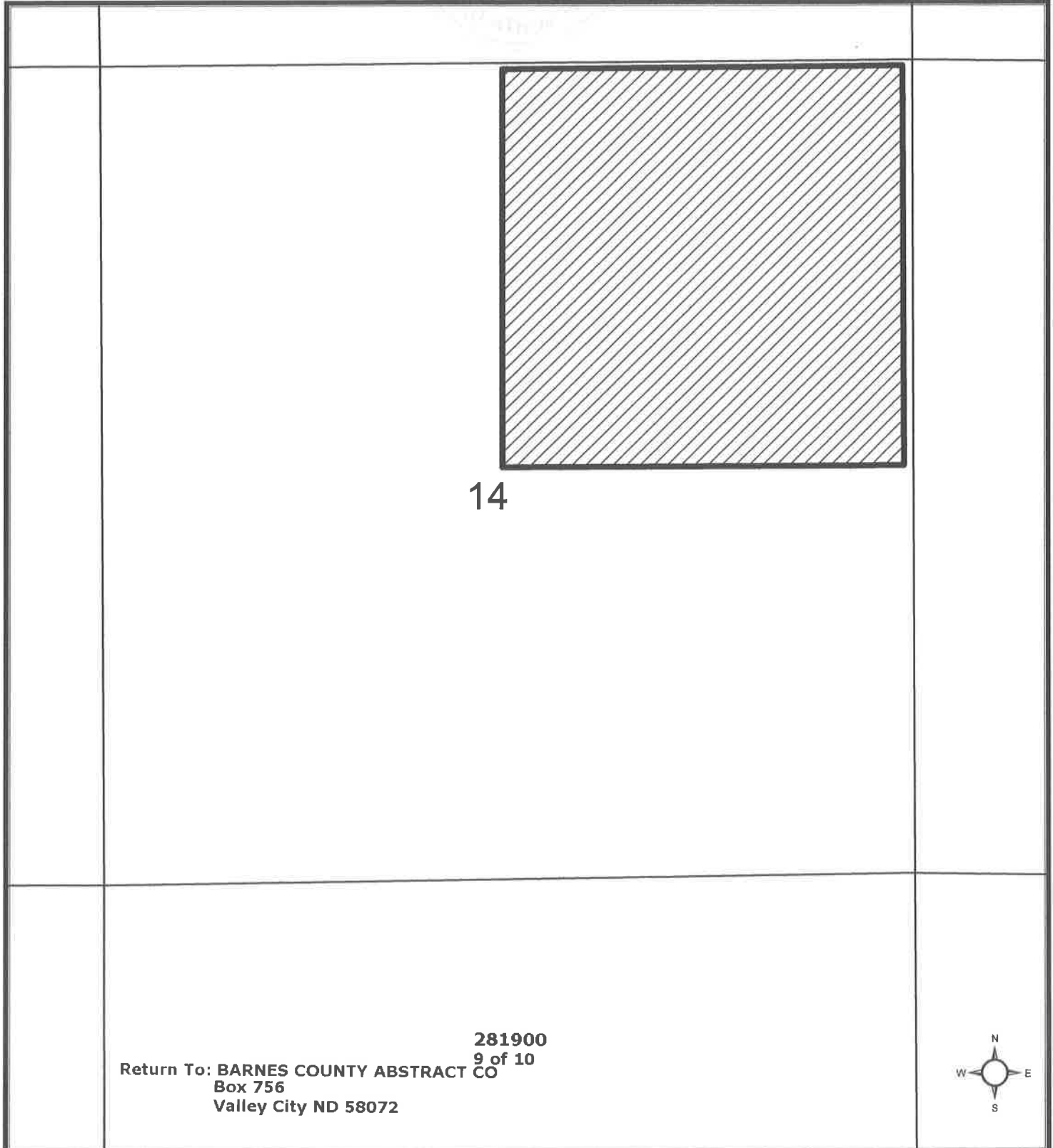
CRP ACCESS PROGRAM

COOPERATOR(S) : John & Gerald Clancy AGREEMENT: 2115024

PUBLIC ACCESS AND WORKING LANDS EASEMENT FOR:

Barnes COUNTY, STATE OF North Dakota

T. 139 N., R. 61 W., Section(s) 14 Quarter Section(s) NE1/4



281900
9 of 10

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



Access
Acres



CRP
Acres

Scale 1:10,560
6 inches equal 1 mile

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

COOPERATOR(S) : John & Gerald Clancy AGREEMENT: 2115024

PUBLIC ACCESS AND WORKING LANDS EASEMENT FOR:

Barnes COUNTY, STATE OF North Dakota

T. 139 N., R. 61 W., Section(s) 14 Quarter Section(s) NE1/4



USDA-FSA Aerial Photography Field Office, ND GIS Hub



Access
Acres



CRP
Acres

Scale 1:10,560
6 inches equal 1 mile

This form is available electronically.

CRP-1 (07-23-10) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT <small>NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</small>	1. ST. & CO. CODE & ADMIN. LOCATION 38003	2. SIGN-UP NUMBER 47
	3. CONTRACT NUMBER 11018	4. ACRES FOR ENROLLMENT 149.94
7. COUNTY OFFICE ADDRESS (Include Zip Code): BARNES COUNTY FARM SERVICE AGENCY 110 WINTERSHOW ROAD, SW VALLEY CITY, ND 58072	5. FARM NUMBER 000000	6. TRACT NUMBER(S) 0001701
TELEPHONE NUMBER (Include Area Code): (701)845-3083	8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 01-01-2015 TO: (MM-DD-YYYY) 09-30-2019

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection.

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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$70.41	11. Identification of CRP Land (See Page 2 for additional space)
B. Annual Contract Payment \$10557	A. Tract No. B. Field No. C. Practice No. D. Acres E. Total Estimated Cost-Share
C. First Year Payment	0001701 0001 CP38B 149.94 \$0.00
(Item 10C applicable only to continuous signup when the first year payment is prorated.)	

12. PARTICIPANTS		
A. PARTICIPANT'S NAME AND ADDRESS (Zip Code): JOHN CLANCY PO BOX 73 TOWER CITY, ND 58071-0073	(2) SHARE 50.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)
B. PARTICIPANT'S NAME AND ADDRESS (Zip Code): GERALD CLANCY 405 EDGEWOOD RD THOMPSON, ND 58278-4309	(2) SHARE 50.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)
C. PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)
13. CCC USE ONLY - Payments according to the shares are approved.	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, generic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

EXHIBIT "B"

DEC 22 2014

Date Printed: 12-18-14

EXHIBIT C
Private Land Initiative Payment Schedule

NAME	(LAST) (FIRST) (MIDDLE) Clancy, Gerald and John		
ADDRESS	See below		
CITY			
STATE/ZIP		DATE	4/10/2015

INCENTIVE AND ROUND-OUT PAYMENTS (IF APPLICABLE)

INCENTIVE TYPE (NO HAY OR PRIORITY)	CONTRACT ACRES	INCENTIVE RATE	CONTRACT YEARS	TOTAL INCENTIVE PAYMENT
Managed Hay	149.9	\$3.00	14	\$6,295.80
CP 38 SIP	149.9	10.00	1	\$1,499.00
				\$0.00
TOTALS				\$7,794.80


Payment Information

Operator Name and Address

John Clancy
605 Elm St
Tower City, ND 58071

Gerald Clancy
405 Edgewood Rd
Thompson, ND 58278

Signature




Payment Percentage and Total

(50%) = \$3,897.40

(50%) = \$3,897.40