

WORKING GRASSLAND PARTNERSHIP

*Partner Coordination
Meeting*

*Ramsey County Fair
Building*

June 6, 2018

ND Natural Resources Trust



1605 E. Capitol Ave., Ste. 101
Bismarck, ND 58501
701-223-8501

ND Natural Resources Trust

Keith Trego – Executive Director

Kathy Kirschman– Administrative
Assistant/Biological Technician

Terry Allbee – Business Manager/Biologist

Jesse Beckers – Conservation Program
Coordinator

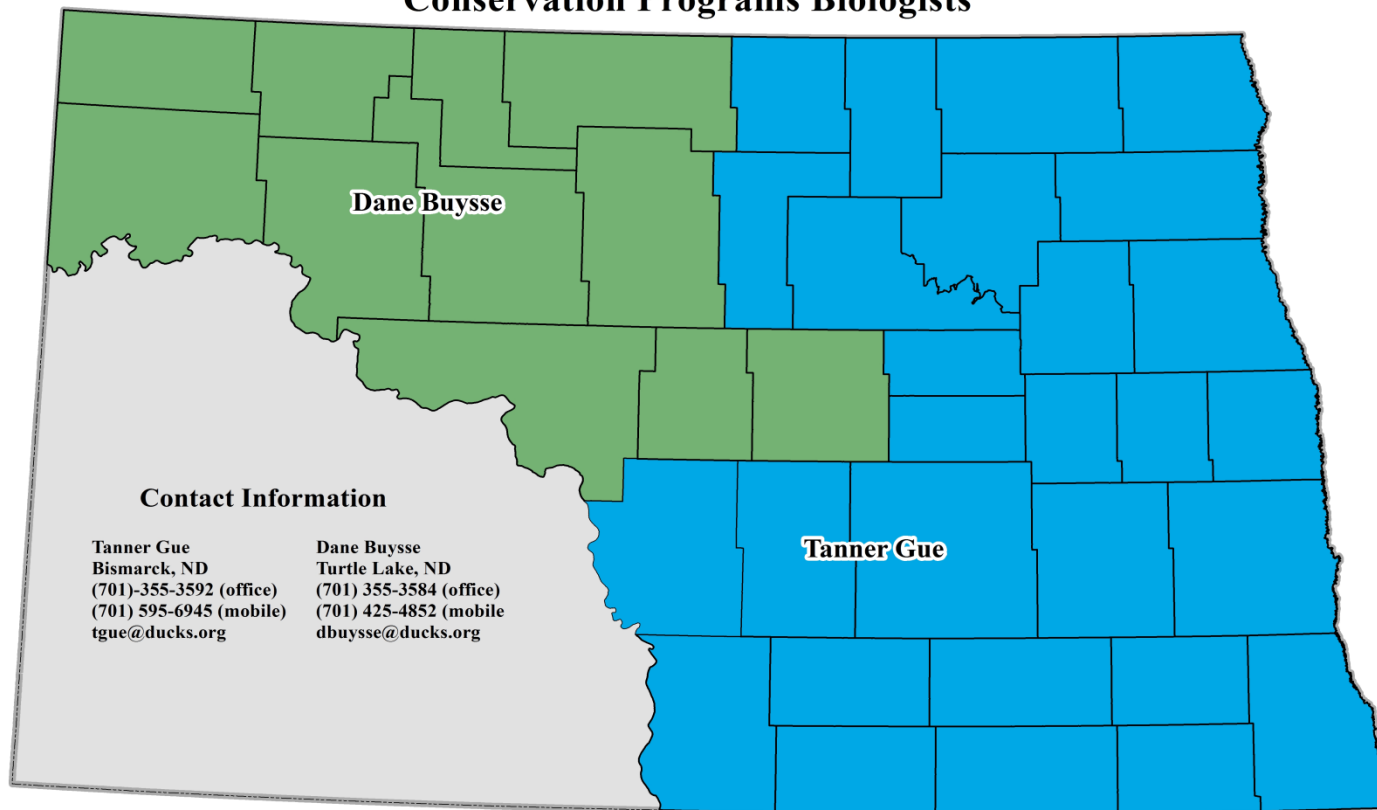
Rick Warhurst – North American Wetland
Conservation Act/ND Action Group Coordinator

6/06/2018

Ducks Unlimited



Conservation Programs Biologists



Contact Information

Tanner Gue
Bismarck, ND
(701)-355-3592 (office)
(701) 595-6945 (mobile)
tgue@ducks.org

Dane Buysse
Turtle Lake, ND
(701) 355-3584 (office)
(701) 425-4852 (mobile)
dbuysse@ducks.org



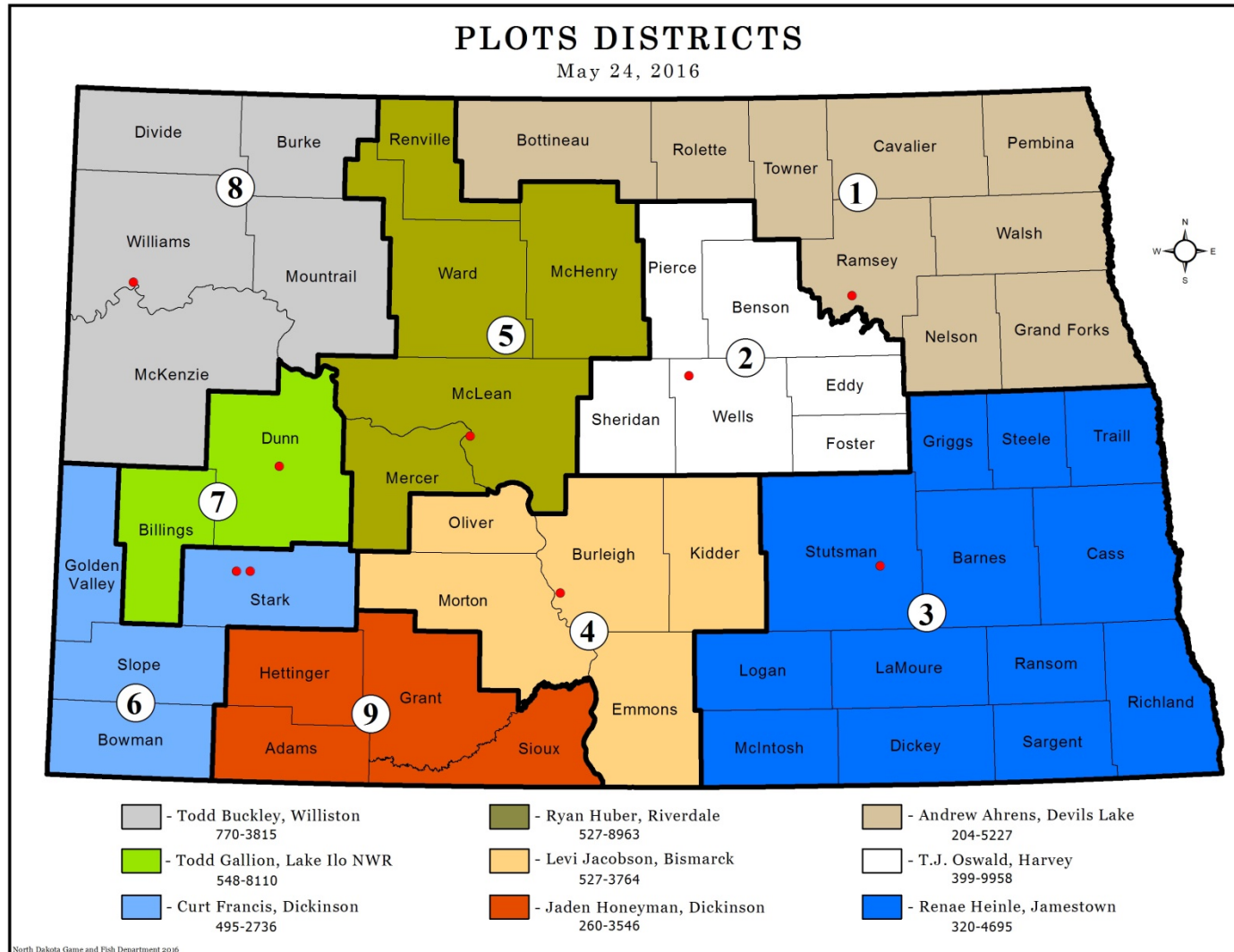
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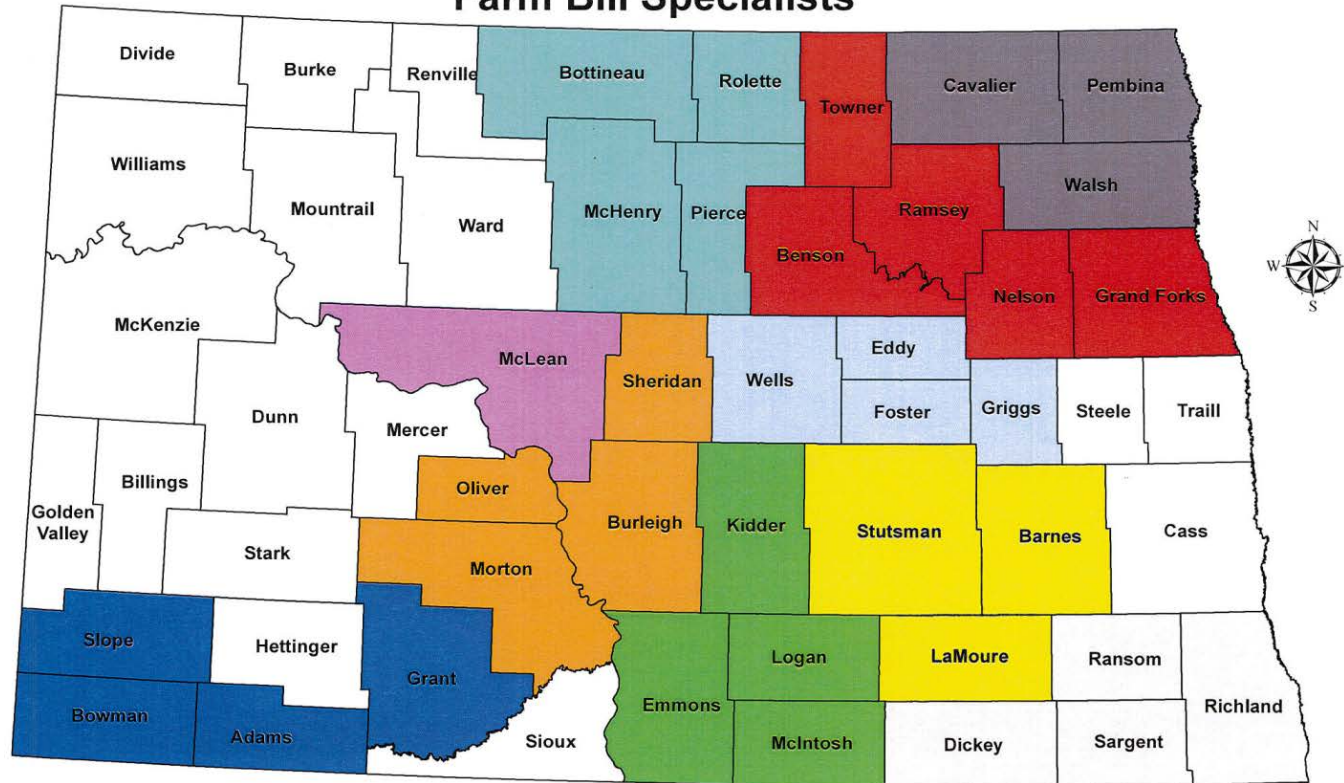
U.S. Fish and Wildlife Service

6/06/2018

ND Game and Fish Department



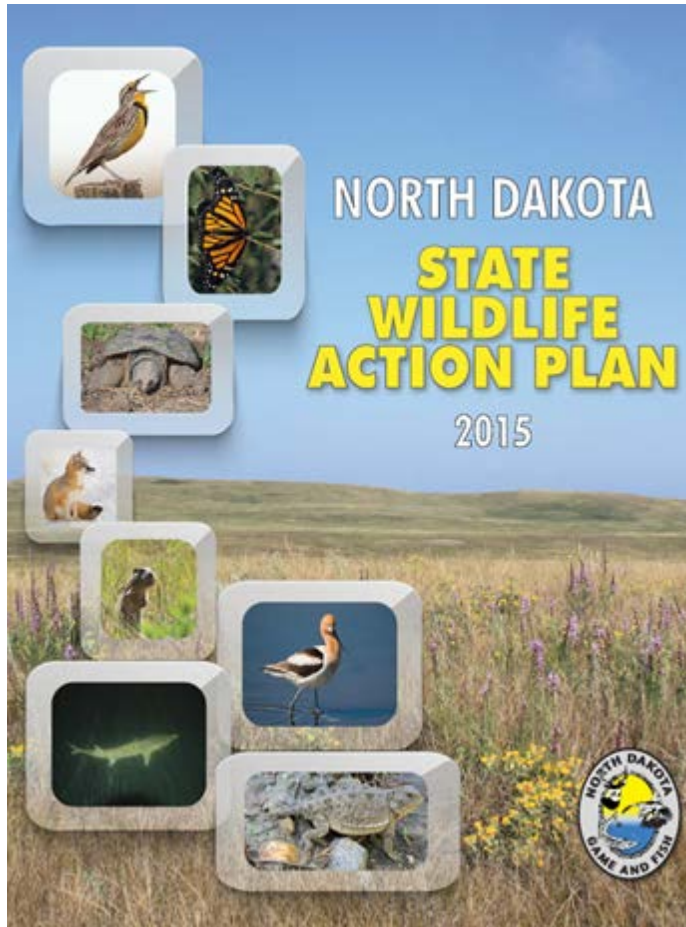
North Dakota Association of Soil Conservation Districts Farm Bill Specialists



- Hettinger - Natalie Euler 812-360-8516
- Lakota, ND - Zach Anderson 218-289-5653
- Carrington, ND - Kayla Feiring 701-789-7069
- Jamestown, ND - Cody Hoggarth 701-840-0454
- Forman, ND - Amy Gnoinsky 701-429-3611

- Napoleon, ND - Michael Bichler 701-709-0621
- Park River, ND - Nick Goodman 701-520-9978
- Mandan, ND - Sarah Hamilton 701-805-1381
- Towner, ND - Whitney Huesers 701-500-1149
- Turtle Lake, ND - Whitney Huesers / Sarah Hamilton

SWAP and Grassland Birds



- NDGFD completed updating the State Wildlife Action Plan (SWAP) in 2015.
- Revised SWAP saw accelerated rates of decline in grassland bird populations, including species like Western Meadowlark.
- Direct Result of the SWAP was NDGFD submitting SAFE CRP proposal.

Working Grassland Partnership

- Proposal promotes livestock grazing as a management tool to increase wildlife habitat on CRP and adjacent land.
- Provides grazing infrastructure that will incentivize landowners to keep expired CRP acres in grassland.
- Improves grassland agricultural production, water quality, and wildlife conservation.
- Diverse partnership of federal, state, non-governmental groups, and landowners



WGP Program Update

| | |
|-------------------------------|-------------|
| <u>WGP</u> - 60% Developments | \$1,042,388 |
| NDNRT Lease | \$ 200,000 |

| | |
|---------------------------------|------------|
| <u>WGP II</u> -60% Developments | \$ 900,000 |
| NDNRT Lease | \$ 175,000 |

| | |
|-----------------------------------|------------|
| <u>WGP III</u> – 60% Developments | \$ 384,600 |
| NDNRT Lease | \$ 60,000 |

| | |
|-----------------------------------|--------------------|
| Grand Total – Developments | \$2,326,988 |
| Grand Total – Lease | \$ 435,000 |

PRIORITIES

CRP SAFE Declining Grassland Bird

2017, 2018 and 2019 expiring CRP acres

* Need CRP – 1 and CRP Map

Any expired CRP acres

* Need documentation that acres were in CRP prior – FSA Map

Adjacent Grasslands to complete grazing system

Partnership Delivery

Partnership Style Delivery

Local Contacts

One source for landowners from planning to payouts

Trust Agreements

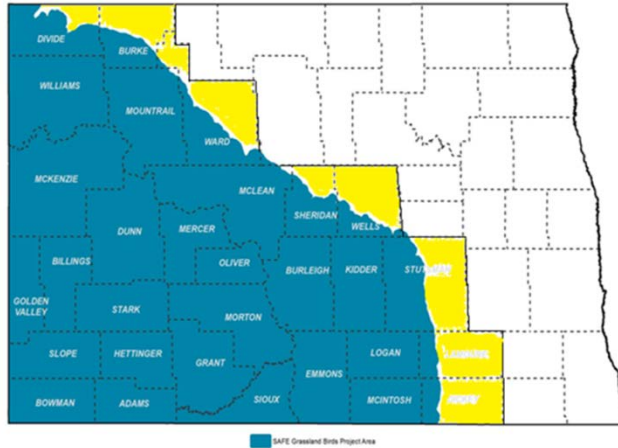
“First come first serve” – no batching or waiting periods

WGP III

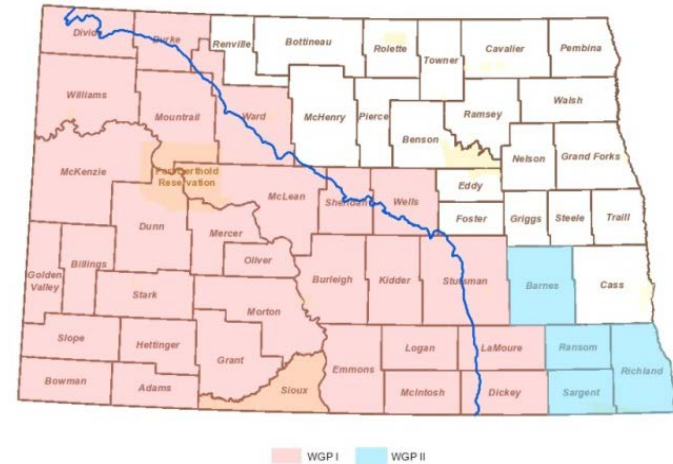
<http://www.ndnrt.com/programs/working-grasslands-partnership/>

6/06/2018

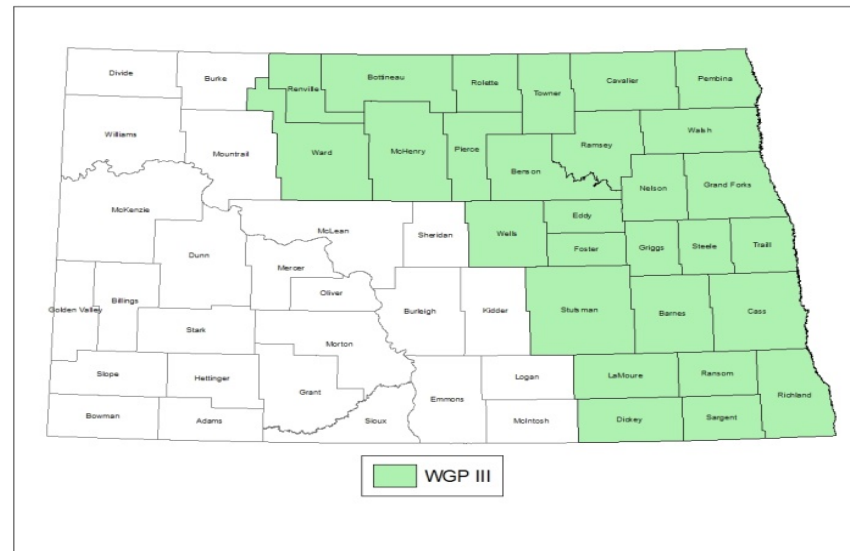
WGP



WGP II



WGP III



WGP STATUS UPDATE

| | Total Acres in Project | Landowners | Trust Lease (\$) | OHF Total (\$) |
|---------|------------------------|------------|------------------|----------------|
| WGP | 17,346 | 42 | \$200,000 | \$1,042,388 |
| | | | -\$28,485 | \$0.00 |
| WGP II | 4,002 | 12 | \$70,767 | \$287,625 |
| | | | \$104,233 | \$612,375 |
| WGP III | | | \$0.00 | \$0.00 |
| | | | \$60,000 | \$384,600 |
| | | | | |

Agreement Length

The WGP agreements length will be 10 years.



Agreement Buyback

Buyback Option (150% first and second year) of all WGP funds paid.

| 10 year agreement | WGP paid \$10,000 |
|-------------------|-------------------|
| Year 1 (150%) | \$15,000 |
| Year 2 (150%) | \$15,000 |
| Year 3 | \$8,000 |
| Year 4 | \$7,000 |
| Year 5 | \$6,000 |
| Year 6 | \$5,000 |
| Year 7 | \$4,000 |
| Year 8 | \$3,000 |
| Year 9 | \$2,000 |
| Year 10 | \$1,000 |

ND Natural Resources Trust Habitat Leases

Trust will provide lease payments to landowners who enroll their 2017, 2018 and/or 2019 expiring CRP acres into a WGP III agreement

Will offer \$5.00 per acre per year up to maximum agreement length (upfront payment for all years paid after signing of agreement)

- Copy of CRP contract

- No crop production, rotational grazing, no haying until after July 15, and no wetland modification

Fencing Cost-Share

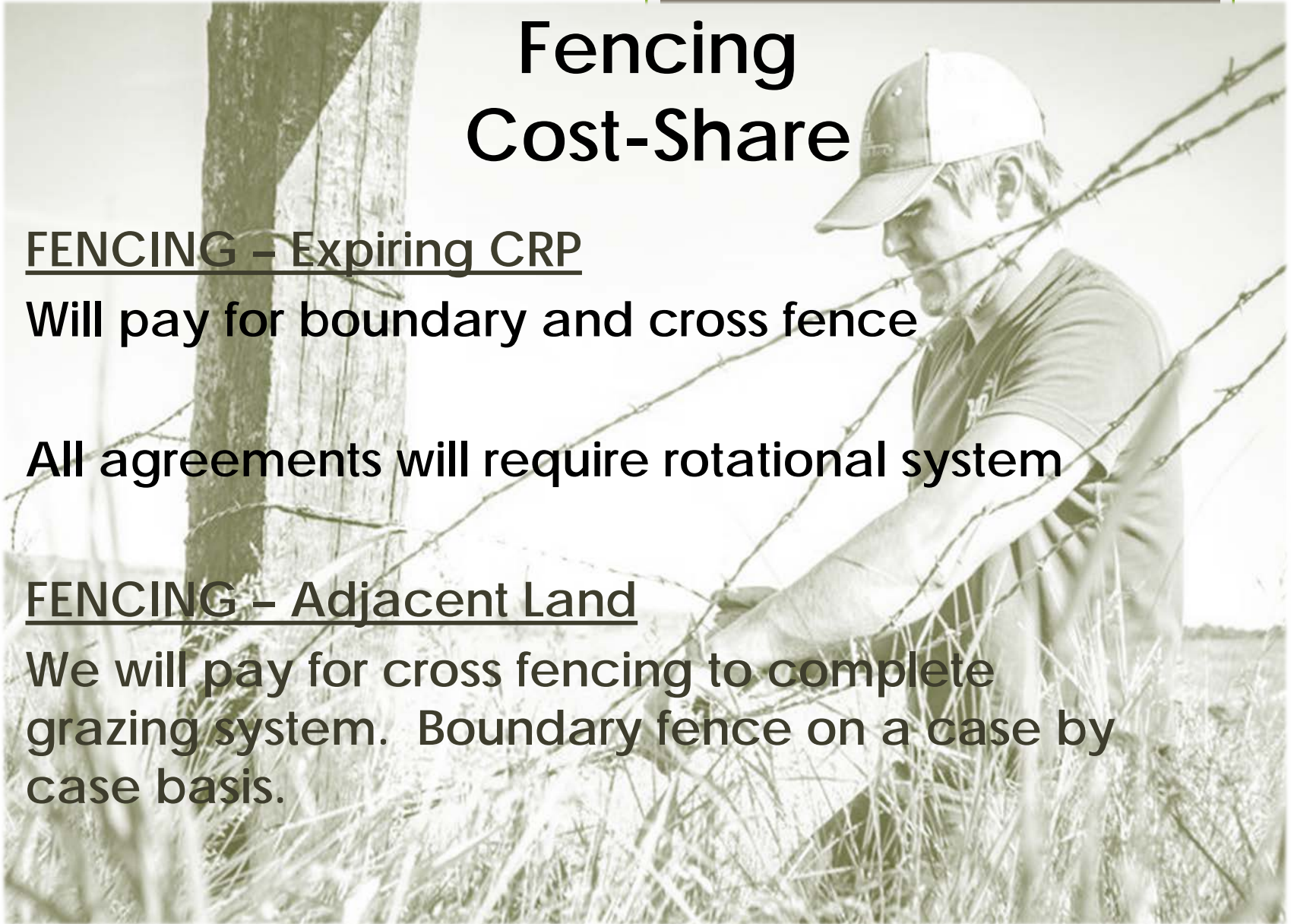
FENCING – Expiring CRP

Will pay for boundary and cross fence

All agreements will require rotational system

FENCING – Adjacent Land

We will pay for cross fencing to complete grazing system. Boundary fence on a case by case basis.



Fencing Cost-Share

FENCING

Pay 60% cost-share based on set rates:

- \$1.80 per foot on multi-strand barbed wire fence 60% cost-share = \$1.08/ft. (319)
 - The Trust considers 4-strand a multi-strand wire
 - Rates adjusted for 3-strand (\$1.65) and other fence configurations
- 1 strand electrical wire fence 60% cost-share = \$0.54/ft. 2 strand electrical = \$0.57(319)
- **NO FENCING RECEIPTS – *unless contracted fencing this is to verify feet of fence completed***

FENCING – Expiring CRP

Will pay for boundary and cross fence

USDA Farm Service Agency
Sheridan County, North Dakota



USDA Farm Service Agency
Sheridan County, North Dakota



Farm 3110

S20 T145N R76W

South Sheridan UT
Sheridan County, ND

2010 Program Year



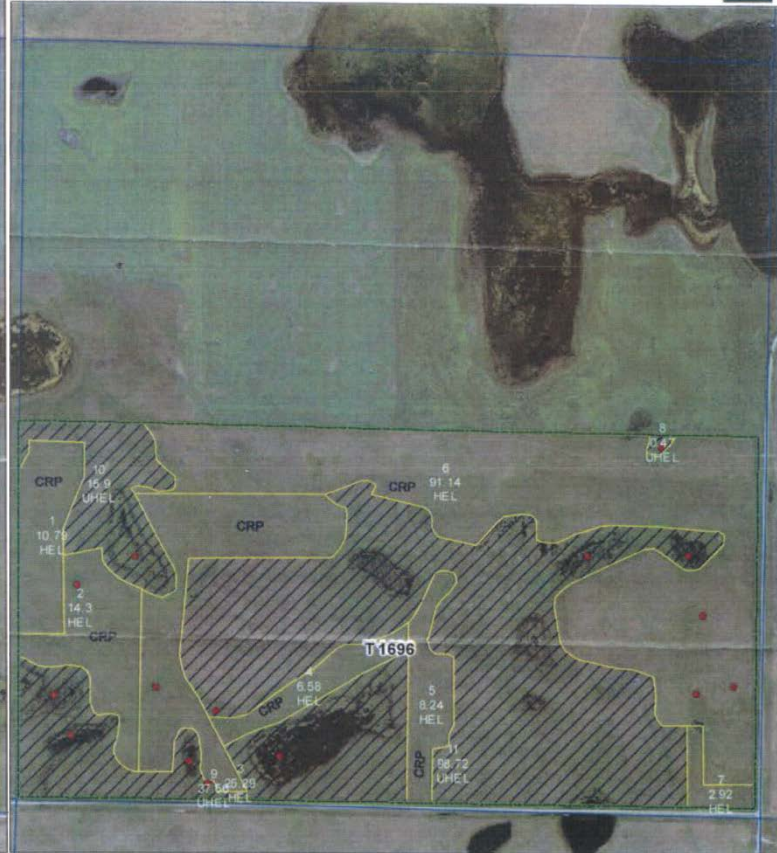
Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Wetland Determination Identifiers

- ▼ Limited Restrictions
- Exempt from Conservation Provisions
- Restricted Use

Common Land Unit

- Cropland
- ▨ Non-cropland



Farm 3865

S21 T145N R76W

South Sheridan UT
Sheridan County, ND

2010 Program Year



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Sheridan County, North Dakota



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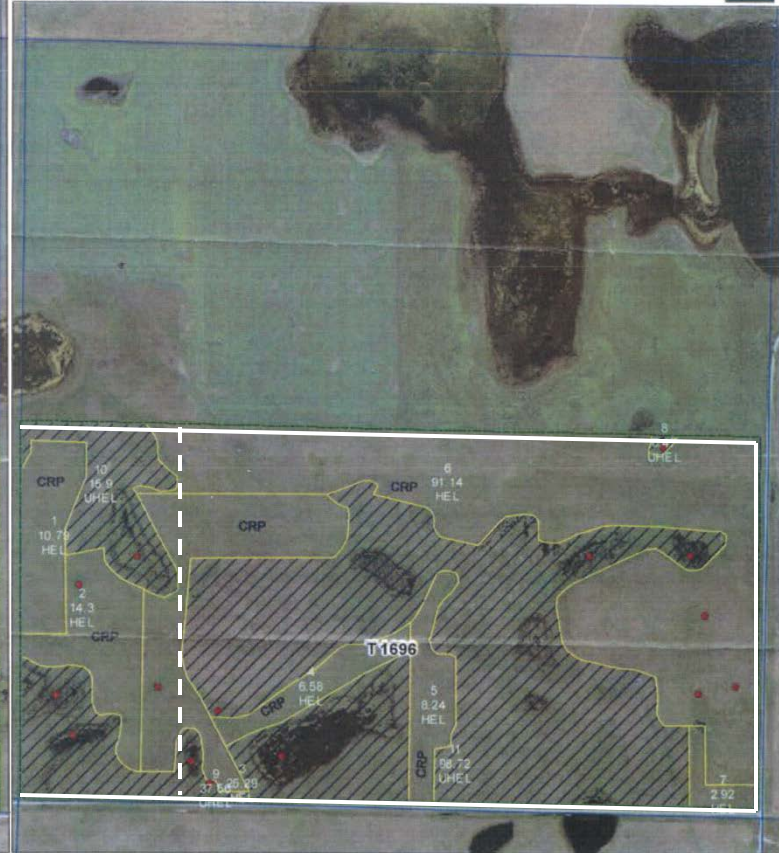
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Farm 3865

S21 T145N R76W

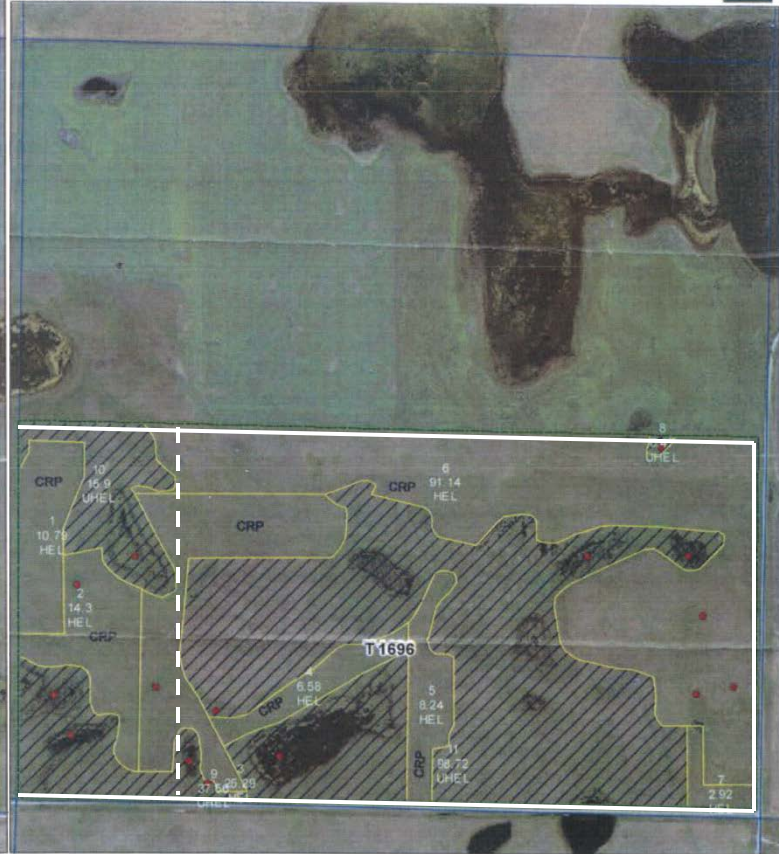
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Sheridan County, ND

2010 Program Year



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USDA Farm Service Agency
Sheridan County, North Dakota



Wetland Determination Identifiers

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- Exempt from Conservation Provisions
- Restricted Use

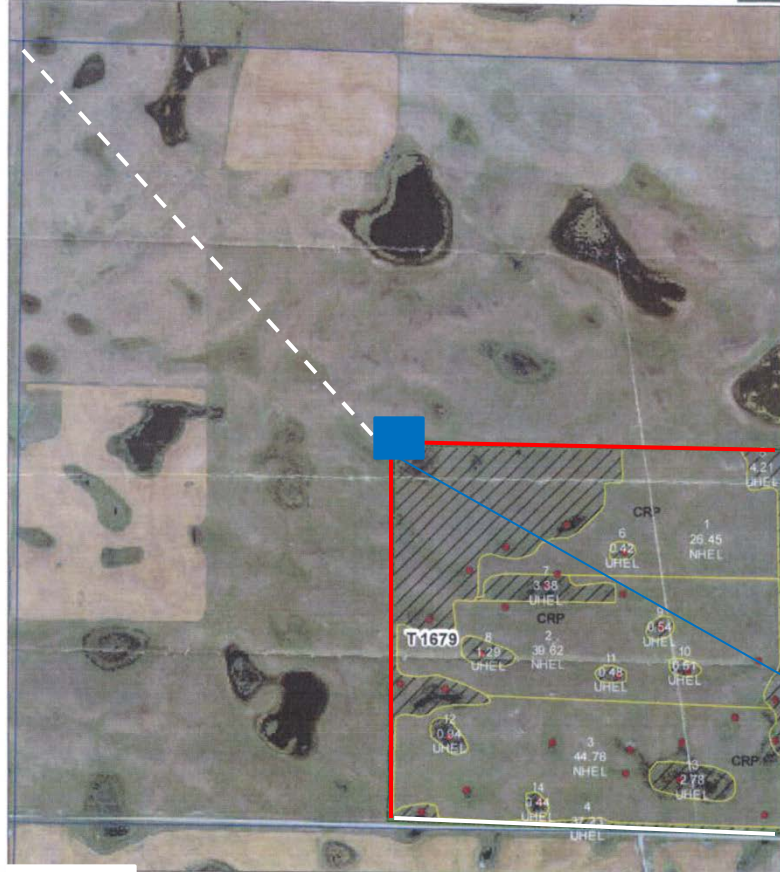
Common Land Unit

□ Cropland □ Non-cropland

6/06/2018

WATER – Expired CRP

USDA Farm Service Agency
Sheridan County, North Dakota



S20 T145N R76W
South Sheridan UT
Sheridan County, ND
2010 Program Year

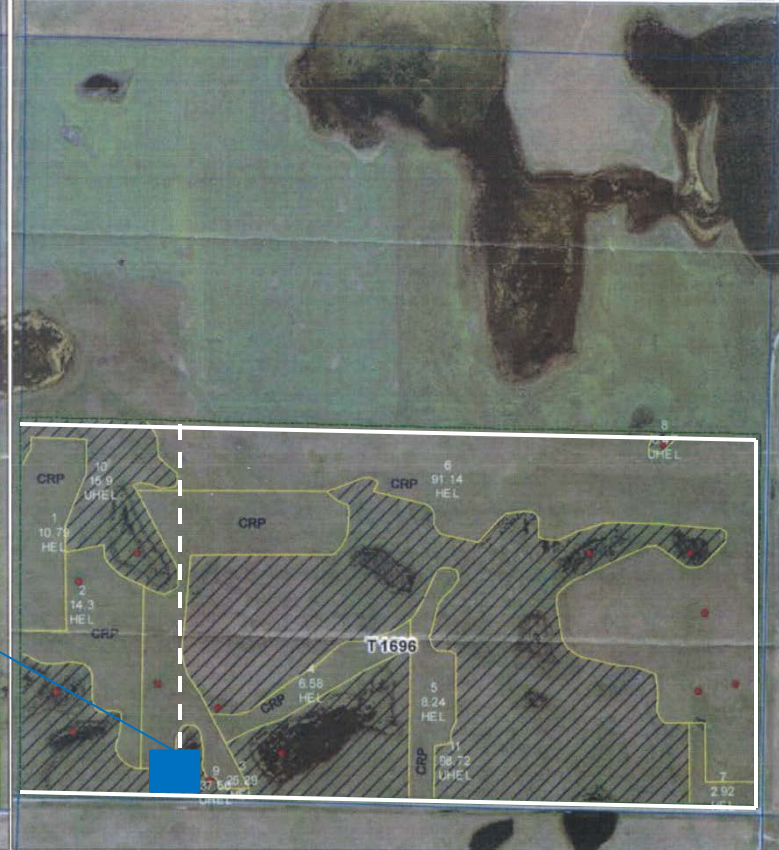


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Wetland Determination Identifiers
 Limited Restrictions
 Exempt from Conservation Provisions
 Restricted Use
Common Land Unit
 Cropland Non-cropland



USDA Farm Service Agency
Sheridan County, North Dakota



S21 T145N R76W
South Sheridan UT
Sheridan County, ND
2010 Program Year

Wetland Determination Identifiers
 Limited Restrictions
 Exempt from Conservation Provisions
 Restricted Use
Common Land Unit
 Cropland Non-cropland

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Livestock Water Development

WATER DEVELOPMENTS

60% Cost-share based on actual costs (Receipts)

Water wells, rural water hook-ups, and electrical trenching

Water tanks, water tank site development, and gravel foundations

Pipeline – standard and shallow – will pay 319 rate of \$3.15 per foot on shallow pipeline. 60% Cost-share = \$1.89 per foot



6/06/2018

Pipeline - engineering review

SHIPO approval



Grazing Development Cost-Share

Approved grazing plan

Expansion of grazing plan on file with
NRCS (EQIP/CSP)

Partners can write plan

Opportunities to Layer Other Programs

- USFWS Partners Program
 - Grazing Systems
 - Grass seeding
 - Wetland restoration
- NDGFD – PLOTS
 - Cost-share
- NRCS
 - EQIP Cross fence cost-share then WGP boundary fence

6/06/2018

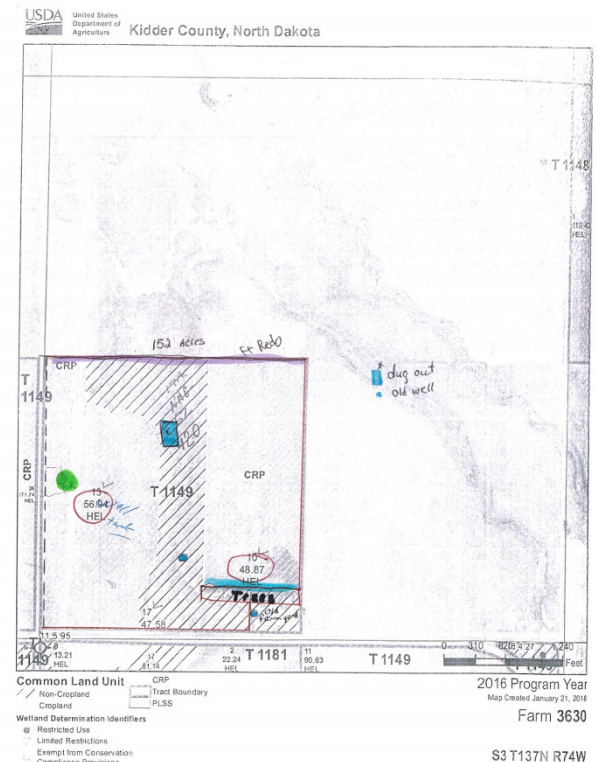
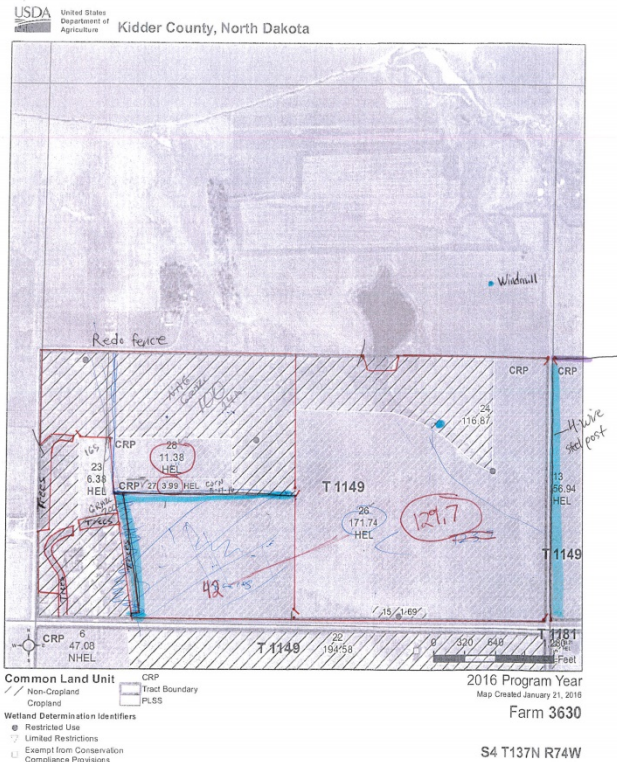
WGP Agreements



WGP AGREEMENT REVIEW

- FSA MAP – CRP Focus
- OWNERSHIP
 - Property Tax Statement
 - County atlas and photo of the PLAT book

FSA Map



Verification

- Copy of CRP contract
 - Contract Number
 - Acres Enrolled
 - Tract Number

This form is available electronically.

| | | | |
|---|--|---|-------------------------|
| CRP-1 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 38071 | 2. SIGN-UP NUMBER 32 |
| 3. CONTRACT NUMBER 1115 | | 4. ACRES FOR ENROLLMENT 16.0 | |
| 5. FARM NUMBER 0002413 | | 6. TRACT NUMBER(S) 0010543 | |
| 7. OFFER (Select one) GENERAL <input checked="" type="checkbox"/> ENVIRONMENTAL PRIORITY <input type="checkbox"/> | | 9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2007 TO: (MM-DD-YYYY) 09-30-2017 | |
| 7. COUNTY OFFICE ADDRESS (Include Zip Code): RAMSEY COUNTY FARM SERVICE AGENCY 503 HIGHWAY 2 W DEVILS LAKE, ND 58301-2900 | | | |
| TELEPHONE NUMBER (Include Area Code): | | | |

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 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 | \$41.97 | 11. Identification of CRP Land | | | | |
| B. Annual Contract Payment | \$672 | A. Tract No. | B. Field No. | C. Practice No. | D. Acres | E. Total Estimated Cost-Share |
| C. First Year Payment | | 0010543 | | CP4D | 16.0 | \$0.00 |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.) | | | | | | |

| | | | |
|--|--|----------------------------------|--|
| 12. PARTICIPANTS A(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): ND Natural Resources Trust % Keith Trego Bismarck, ND 58501_2102 | | (2) SHARE 100.00% | (3) SOCIAL SECURITY NUMBER: *****2179 (4) SIGNATURE: <i>Keith Trego</i> DATE (MM-DD-YYYY): 09/22/2006 <small>(If more than three individuals are signing, continue on attachment.)</small> |
| B(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): | | (2) SHARE % | (3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: DATE (MM-DD-YYYY): <small>(If more than three individuals are signing, continue on attachment.)</small> |
| C(1). PARTICIPANTS NAME AND ADDRESS (Zip Code): | | (2) SHARE % | (3) SOCIAL SECURITY NUMBER: (4) SIGNATURE: DATE (MM-DD-YYYY): <small>(If more than three individuals are signing, continue on attachment.)</small> |
| <small>(If more than three individuals are signing, continue on attachment.)</small> | | | |
| 13. CCC USE ONLY - Payments according to the shares are approved | | | |
| A. SIGNATURE OF CCC REPRESENTATIVE <i>Owen Simpson</i> | | B. DATE (MM-DD-YYYY) 11-21-06 | |

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, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. (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 USDA, Director, Office of Civil Rights, Room 3206, 1400 Independence Avenue, SW, Washington, DC 20250-8410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

Date Printed: 2/29/18

SEP 25 2006

FSA

FSA or NRCS Release Forms

North Dakota Natural Resources Trust Working Grassland Partnership Project
January 2016

North Dakota Working Grassland Partnership II Project

The Working Grassland Partnership (WGP II) Project is a voluntary project created to provide additional cost share and lease payments to landowners to create new or protect existing grassland habitat through addition of perimeter and/or cross fencing and water development. The Natural Resources Trust (Trust) and several partners have secured grant funding from the North Dakota Outdoor Heritage Fund and will be working in partnership with the Farm Service Agency (FSA) through the Conservation Reserve Program (CRP) as well as on adjacent lands.

| | | | |
|-------------------------------------|--|---------------|--|
| Applicant Name: | | Address: | |
| FSA Farm/Tract: | | Phone Number: | |
| Land Descriptions: (Attach Maps) | | | |

A. Information Release to the Trust for Participation in WGP II

- I hereby authorize the release of my individual records listed below to _____ (name of individual) with _____ (name of organization) that are in the custody of the USDA, Farm Service Agency:
 - _____
 - _____
 - _____
 - _____
 - _____
- I authorize the release of my records and applicable information to the North Dakota Natural Resources Trust so that I may be considered for and/or participate in the Working Grassland Partnership Project. I understand and acknowledge that FSA cannot be responsible for ensuring the confidentiality of released records. I further understand and acknowledge that Outdoor Heritage Board policy requires that information about my participation in WGP II be provided to the North Dakota Industrial Commission and as such is available to Outdoor Heritage Fund board members and the general public upon request.

B. Application for Assistance

- I wish to have my land, as described above, be evaluated and considered for participation in the WGP II. I understand the program will:
 - Provide cost share and lease payments and up to ten (10) year agreements for installation and maintenance of agreed upon grazing infrastructure.
 - Provide technical assistance for installation of grazing infrastructure and grazing practices.

C. By signing this application, I agree to the terms noted above and wish to participate in the project.

| | |
|----------------------|-------|
| Applicant Signature: | Date: |
|----------------------|-------|

North Dakota Natural Resources Trust Working Grassland Partnership Project
January 2016

North Dakota Working Grassland Partnership II Project

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| | | | |
|-------------------------------------|--|---------------|--|
| Applicant Name: | | Address: | |
| FSA Farm/Tract: | | Phone Number: | |
| Land Descriptions: (Attach Maps) | | | |

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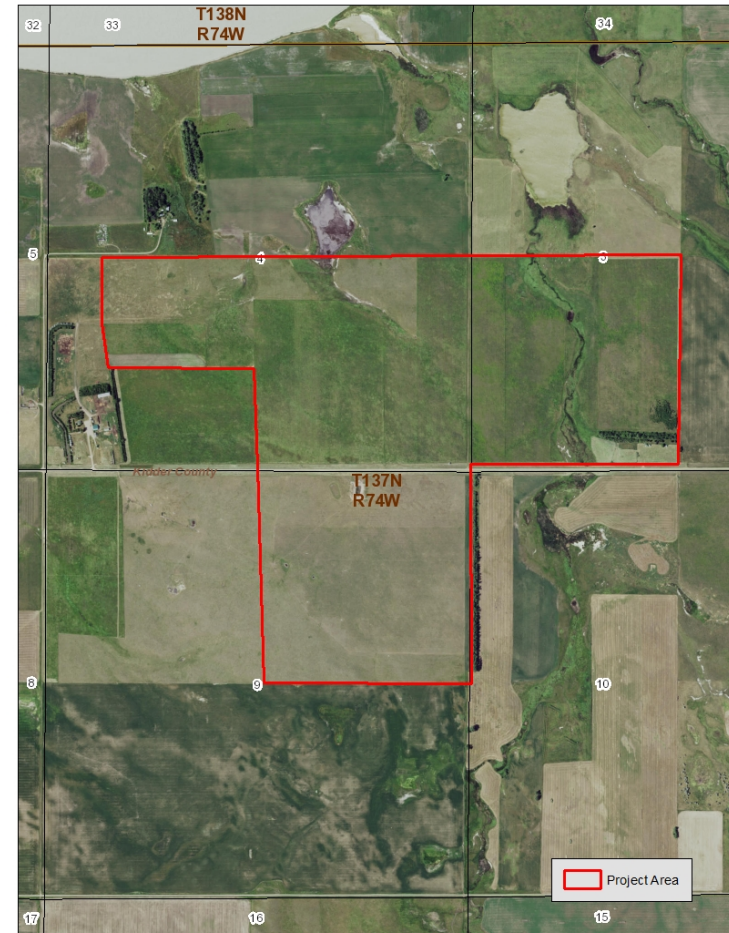
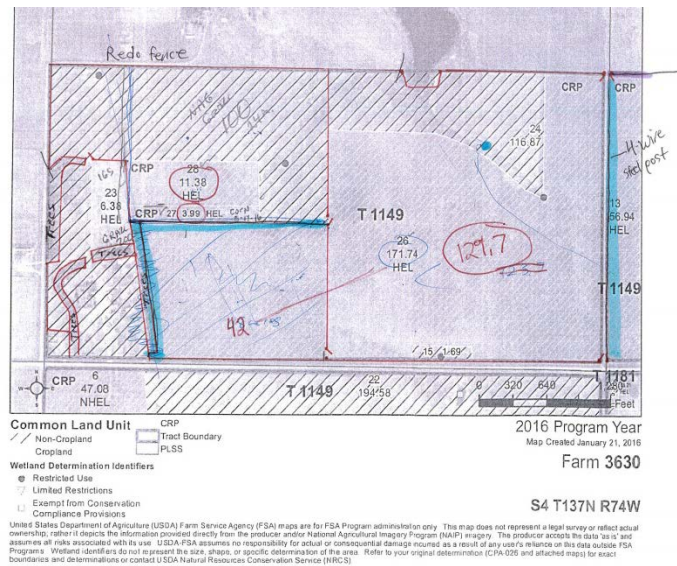
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 - Provide technical assistance for installation of grazing infrastructure and grazing practices.

C. By signing this application, I agree to the terms noted above and wish to participate in the project.

| | |
|----------------------|-------|
| Applicant Signature: | Date: |
|----------------------|-------|

WGP Agreement

- Sit down with landowner and make a map
- Discuss objectives, costs, and outcomes



6/06/2018

WGP CRP LEASE



Attachment A – Habitat Lease Working Grassland Partnership Agreement



The habitat lease described below is agreed to by Cooperators and Trust in the Working Grassland Partnership Agreement.

Habitat Lease: Cooperators place a 10 year lease agreement ending on March 1, 2027, on 250.9 acres of expiring CRP in the following locations:

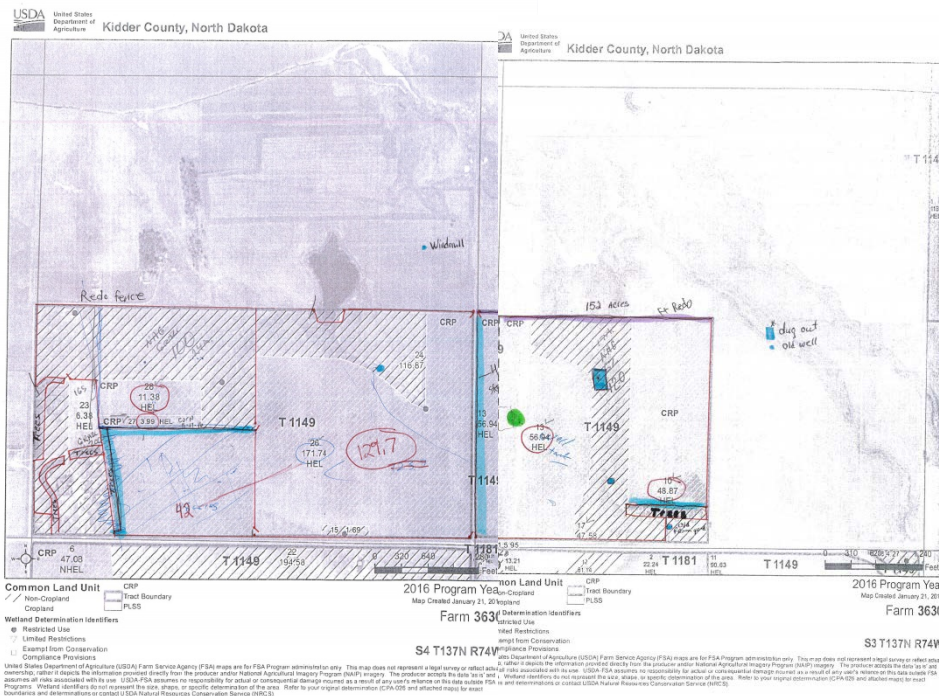
SW1/4 of Section 3, in Township 137 North, Range 74 West. (105.8)
SE1/4 of Section 4, in Township 137 North, Range 74 West. (129.7)
SW1/4 of Section 4, in Township 137 North, Range 74 West. (15.4)

| CRP Contract # | Exp. Year | Acres | Price -\$/Acre/Year | Total |
|---------------------------|-----------|-------|---------------------|-------------|
| 15060 | | | | |
| Fields (10, 13, 27, & 28) | 2017 | 121.2 | \$606.00 | \$6,060.00 |
| Field 26 (minus 42 acres) | 2017 | 129.7 | \$648.50 | \$6,485.00 |
| Total | | 250.9 | \$1,254.50 | \$12,545.00 |

During the term of this agreement, the Cooperators for themselves, their heirs, successors, assigns and lessees, and any other person claiming under them covenant and agree that they will cooperate in the maintenance of existing vegetative cover, that there shall be no altering of the wildlife habitat by digging, plowing, discing, or otherwise destroying the wildlife habitat and no agricultural crop production, except grazing and haying, shall be allowed upon this land unless prior approval in writing is granted by the Trust. Haying will not be allowed before July 15 of each calendar year. The Cooperators agree that they will cooperate in the maintenance of all wildlife habitat included in this lease and that there shall be no altering of wetlands by dredging, draining, or filling.

The Trust agrees to pay the Cooperators Twelve Thousand Five Hundred Forty-Five Dollars (\$12,545.00) for the habitat lease. Payment will be made within 30 days of the signature of this agreement by both parties.

| | | | |
|--------------------------------------|-------|------|-------|
| Cooperators | _____ | Date | _____ |
| Cooperators | _____ | Date | _____ |
| Executive Director | _____ | Date | _____ |
| North Dakota Natural Resources Trust | _____ | | |



6/06/2018

**NORTH DAKOTA
NONPOINT SOURCE POLLUTION MANAGEMENT
PROGRAM**



**COST-SHARE GUIDELINES FOR
NONPOINT SOURCE POLLUTION CONTROL
BEST MANAGEMENT PRACTICES**

June 2016



**NORTH DAKOTA
DEPARTMENT of HEALTH**



**Field Office Technical
Guide (FOTG)**

Water Development

- Discuss the location of tanks and water infrastructure



Attachment B – Livestock Water Development Working Grassland Partnership Agreement



The livestock watering developments described below are agreed to by Cooperators and the Trust in the Working Grassland Partnership Agreement.

Livestock Water Development: Cooperators agree to complete livestock water developments including: Two water wells, and two water tanks, and associated water developments on the SW1/4 of Section 3 and NW1/4 of Section 9, in Township 137 North, Range 74 West, as shown on the attached maps.

| Activity | Price | WGP Total (60%) | Landowner (40%) |
|---|-------------|-----------------|-----------------|
| Two water wells and associated developments | \$10,000.00 | \$6,000.00 | \$4,000.00 |
| Water Tanks – 2 | \$3,000.00 | \$1,800.00 | \$1,200.00 |
| Grand Total | \$13,000.00 | \$7,800.00 | \$5,200.00 |

The Trust agrees to pay sixty percent (60%) cost-share to the Cooperators up to Seven Thousand Eight Hundred Dollars (\$7,800.00) as described in table above. Payments will be made after water developments installation is completed and a site review is completed. All livestock development payments will be based on actual expenditures, which will require documentation of expenses. The Cooperators will provide up to Five Thousand Two Hundred Dollars (\$5,200.00) for cost associated with these developments.

Cooperators _____

Date _____

Cooperators _____

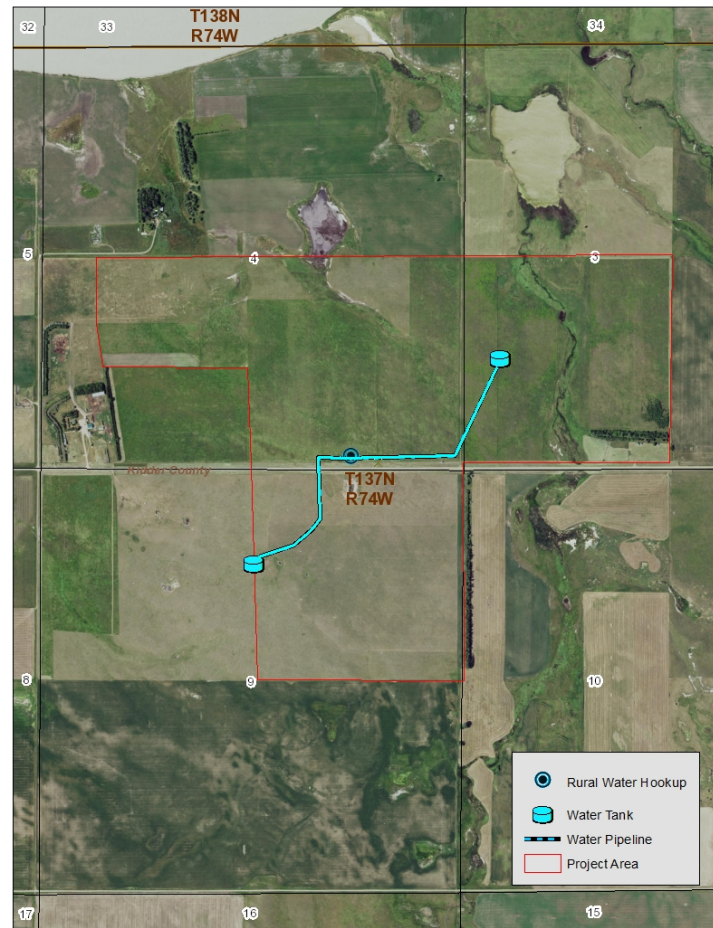
Date _____

Executive Director
North Dakota Natural Resources Trust

Date _____

Water Development Example

- Pipelines
- Electrical Trenching
- Wells
- Tanks
- Associ
 - All based on actual costs



Fencing

- Determine boundary and cross fence



Attachment C – Livestock Fencing Working Grassland Partnership Agreement



The livestock fencing developments described below are agreed to by Cooperators and Trust in the Working Grassland Partnership Agreement.

Livestock Fencing Development: Cooperators agree to construct Fifteen Thousand Eight Hundred Forty (15,840) feet of four strand barbed wire fence in SW1/4 of Section 3, SW1/4 (60 acres), SE1/4 of Section 4 and NW1/4 of Section 9, in Township 137 North, Range 74 West, as shown on the attached maps.

| Activity | Price | WGP Total (60%) | Landowner (40%) |
|--|--------------------|--------------------|-------------------|
| Cross fence (5,280 ft of 4 strand barbed @ 1.80/ft) | \$9,504.00 | \$5,702.40 | \$3,801.60 |
| Boundary fence (5,435 ft of 4 strand barbed @ 1.80/ft) | \$9,783.00 | \$5,869.80 | \$3,913.20 |
| Grand Total | \$19,287.00 | \$11,572.20 | \$7,714.80 |

The Trust agrees to provide sixty percent (60%) cost-share payment to the Cooperators up to Eleven Thousand Five Hundred Seventy-Two Dollars and Twenty Cents (\$11,572.20) as described in the table above. Payments will be made after fence installation is completed and a site review is completed. The Cooperators will provide up to Seven Thousand Seven Hundred Fourteen Dollars and Eighty Cents (\$7,714.80) for cost associated with these developments.

Cooperators

Date

Cooperators

Date

Executive Director
North Dakota Natural Resources Trust

Date

Signup Steps

- Things to remember
 - Address
 - Total Reimbursement
 - Location
 - Lease

Agreement # _____



WORKING GRASSLAND PARTNERSHIP AGREEMENT



This agreement (with attachments) made this _____ day of March, 2017, by and between **Jon and Jane Doe, 0000 Cool Street, Bismarck, ND 58501** herein after referred to as Cooperators (whether one or more) and the North Dakota Natural Resources Trust, hereinafter referred to as the Trust,

WHEREAS, the Cooperators have land qualified for various conservation practices and wish to manage that land with good land and water stewardship, and

WHEREAS, the Trust seeks to promote good land and water stewardship on that land.

NOW, THEREFORE, for and in consideration of the sum of **Thirty-One Thousand Nine Hundred Seventeen Dollars and Twenty Cents (\$31,917.20)**, based upon the mutual covenants contained herein and the consideration provided therefore, the parties hereby agree as follows:

1. The Cooperators represent and warrant sound management for production agriculture on a certain parcel of real estate located in Kidder County, North Dakota, described as follows:
SW1/4 of Section 3, in Township 137 North, Range 74 West.
SE1/4 and SW1/4 (consisting of 60 acres) of Section 4, in Township 137 North, Range 74 West.
NW1/4 of Section 9, in Township 137 North, Range 74 West.
2. The Cooperators may use the above described land in the customary manner for agricultural purposes except as provided in this agreement.
3. The terms of this agreement will be as described in all attachments.
4. The Cooperators agree to participate in a conservation management program and personally carry out wildlife management activities with financial or material support as described in the attached documents as follows:

Attachment A – Habitat Lease for 10 years on **250.9 acres** as shown on the attached map. The habitat lease will be in effect from March ____, 2017 until March ____, 2026.

Signup Steps

● Things to remember

- Water
- Fencing
- PLOTS

Attachment B – Livestock water development consisting of a **two water wells, 2 water tanks and associated installation** as shown on the attached maps.

Attachment C – Livestock fencing development of **Ten Thousand Seven Hundred Fifteen feet (10,715)** feet of fence as shown on the attached maps.

5. Cooperators agree to consider public access options through the North Dakota Game and Fish Department's Private Lands Open to Sportsman program. **Initial** The Trust will review public access participation in Working Grassland Partnership.
6. This is a joint project between the Cooperators, the Trust, and the Outdoor Heritage Fund on the above described land. The Cooperators agree participate in a rotational grazing management plan and to follow the work plan developed and approved by participants through this agreement as shown on the attachments and maps.
7. This agreement may be terminated in writing by the Cooperators within 30 days written notice. This agreement may be modified at any time by mutual consent of both parties. If terminated by the Cooperators and land is withdrawn from the agreement for an inconsistent use, the Cooperators agree to repay to the Trust an amount equal to the percent of the acreage removed in relation to the total agreement times the buyback price for the entire agreement, at the time the acreage is withdrawn, as listed below:
 - a. At any time during the first two years, if this agreement is terminated by the Cooperators, they will reimburse the Trust 150 percent of the payments received from the Trust.
 - b. 10 year agreement: Any time after the first two years, the Cooperators will reimburse the Trust 10 percent of the payments received from the Trust for each year remaining on the agreement.
8. Except as herein granted, the Cooperators retain all rights to control the property and retain all responsibility for the property, including payment of taxes and assessments.
9. The Cooperators grant to the Trust, its employees, agents, assigns and contractors, the right to enter the land at reasonable times for monitoring purposes and to perform activities consistent with this agreement. The Cooperators further understands and acknowledges that Outdoor Heritage Fund board policy requires that information about participation in WGP be provided to the North Dakota Industrial Commission and as such is available to Outdoor Heritage Fund board members and the general public upon request.
10. The Cooperators agree to hold harmless the Trust, to defend and indemnify the Trust from all claims and/or lawsuits made by any person or entity against the Trust in connection with this agreement.

Signup Steps

1. Agreement Finalization

1. This agreement will run with the land and will bind all persons and entities who will come into ownership or possession of the land during the terms of this agreement. Reference to and inclusion of this agreement must be made in all purchase agreements, deeds, or other conveyances during the terms of this agreement, and failure to do so constitutes a material breach of this agreement. The Cooperators, successors and assigns, will notify the Trust in writing of any sale or transfer of any portion of the land subject to this agreement at least 60 days prior to said sale or transfer. The Trust will record an affidavit of notice of agreement.
2. In the event of breach of any of the terms of this agreement by the Cooperators, parties agree damages will be calculated as set forth in paragraph 7 of this agreement. The parties hereto specifically agree that the amount of damage stated in paragraph 7 is presumed to be the damage sustained by a breach of this agreement by Cooperators and is a reasonable attempt by the parties to fix damages. The parties agree that it would be impracticable or extremely difficult to fix the actual damages caused to the conservation values protected by this agreement by Cooperators' breach and therefore agree to fix the damages in this matter as indicated in paragraph 7. The parties agree that the damages calculated above bear a reasonable relationship to the damages that will result from Cooperators' breach. Cooperators also will be responsible for all costs incurred by the Trust in the enforcement of the terms of this agreement, including all court costs and attorney's fees.
3. Upon the expiration of the terms of this agreement, the conservation developments will become the property of the Cooperators.
4. The Cooperators will assist in securing all necessary permits and technical advice for conservation activities associated with the above described lands.
5. The Cooperators warrant that they are the record title holder of the subject property and have full authority to enter into this agreement, and further warrant that there are no outstanding rights that interfere with or adversely affect this agreement.

COOPERATORS

_____ Date _____

_____ Date _____

NORTH DAKOTA NATURAL RESOURCES TRUST

_____ Date _____
Executive Director

6/06/2018

**Working Grassland Partnership
Renter/Operator/Lessee
Permission Form**

Renter/Operator/Lessee Information

Name: _____ County: _____

Address: _____

Legal Description: _____

The following Working Grassland Partnership agreement practices will be installed on the above legal description:

(EXAMPLE: 5,280 feet of four strand barbed wire cross fence and 5,280 feet of four strand barbed wire boundary fence)

Landowner's or Information

Name: _____

Address: _____

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.

Signature of Landowner

Date

Signature Renter/Operator/Lessee

Date

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | | |
|---|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | | |
| | 5 Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | - | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

NDNRT REVIEW

- Complete Contract
- CRP Agreement
- Maps
- W-9
- Renter/Landowner Agreement
- Tracking Available Funding

6/06/2018



Conservation or Land Improvements During the Last Year of CRP-1 (par 637.5)

- Beginning October 1 of the last fiscal year of contact the owner may make conservation or land improvements for economic use that facilitate maintaining protection of enrolled land after expiration of the contract.

Conservation or Land Improvements During the Last Year of CRP-1 (par 637.5)

- Written request
- Agrees to maintain land in existing perennial cover after contract expiration
- Complete activities requested through conservation plan

Conservation or Land Improvements During the Last Year of CRP-1 (par 637.5)

Activities Authorized

- Installing fencing, pens, and paddocks
- Installing ponds, wells, and other water facilities
- Livestock water development facilities, such as pipes, pipelines, troughs, and tanks
- Wildlife enhancements

Conservation or Land Improvements During the Last Year of CRP-1 (par 637.5)

Not Allowed Activities

- No activities during primary nesting season (April 15-August 1)
- No planting of commodity crops
- No cost-share from USDA

Other

- Not eligible to be re-enrolled for 5 years
- Required payment reduction of 8.3 percent per month

WGP Promotional

Outdoor Heritage Fund Grant Funds Available for Expiring CRP Grazing Developments

The North Dakota Natural Resources Trust and partners have successfully received Outdoor Heritage Fund grant funding for a proposal called the Working Grassland Partnership (WGP).

"The Outdoor Heritage Fund advisory board is excited to offer funding to programs like the Working Grassland Partnership," says the board's chairman Jim Melchior. "These types of programs support landowner conservation practices while providing sportsmen with access to private lands, allowing them to enjoy the benefits of such conservation practices."

WGP's primary focus is to provide landowners with funding assistance to install the infrastructure needed to transition expired or expiring U.S. Department of Agriculture Conservation Reserve Program (CRP) contracts into healthy grazing grasslands. The program will promote livestock grazing for retaining and improving grassland habitat. A 60 percent cost-share grant will be available to assist landowners with installing livestock and grassland bird-friendly development practices including livestock watering systems and fencing, but it does require an approved grazing plan. The program's partners include the North Dakota Association of Soil Conservation Districts, Pheasants Forever, and Ducks Unlimited. In addition, the North Dakota Game and Fish Department will offer public access through the Private Land Open to Sportsmen, or PLOTS, program.

The WGP project area includes 31 counties (see figure 1) and focuses on grassland habitat that would benefit rare and declining grassland bird species. Last year, the North Dakota Game and Fish Department updated the State Wildlife Action Plan and the species of conservation priority for North Dakota. The newly updated plan has raised awareness of grassland loss by identifying some widely recognized species, including North Dakota's state bird, the Western meadowlark, as a species of conservation priority.

Projects that are set to expire from CRP this year and next year and allow public access will be given the highest priority in the WGP.

To receive more information about the WGP, contact Terry Allbee with the Natural Resources Trust at 701-223-8501 or any farm bill specialist at designated USDA offices.

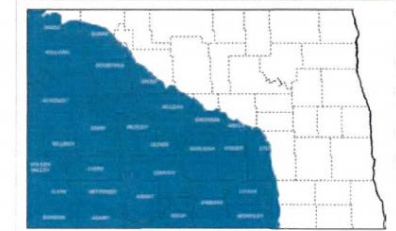




Figure 1.

WGP Promotional

A close-up photograph of a pheasant with a red head, white collar, and brown body, standing in a field of tall grass. The image is framed by a white border with crop marks.

The logo for Pheasants Forever, featuring a stylized pheasant and the text "PHEASANTS forever The Habitat Organization".

**Do you have expired CRP?
Are you looking
for options?**

The Working Grasslands Partnership works to promote livestock grazing as a management tool for grassland bird management.

WGP Promotional

OUTDOORS

THURSDAY, OCTOBER 6, 2016 | 55



The Working Grasslands Partnership, a new program funded in part by the Outdoor Heritage Fund, would help landowners transition their expiring CRP acres into pasture land with cost share support for fencing and water resources.

New program aims to reduce grassland losses

Partnership works with landowners to retain their land after it exits CRP contract

JERRY SCHMIDT, TRIBUNE

More than 1 million acres of grassland in North Dakota have been converted to other land uses since 2007, and the state could lose thousands more as Conservation Reserve Program contracts expire, according to the North Dakota Natural Resources Trust.

The trust is applying for an Outdoor Heritage Fund grant.

"There's been a change, whether there's CRP expiring or because of an additional need for producers to have more crop production," said Jerry Allbee, business manager and biologist for the trust.

The North Dakota Game and Fish Department's 2015 State Wildlife Action Plan attributed the declining populations of some birds — including the state bird, the western meadowlark — to grassland losses, which could be exacerbated by fewer CRP acres nationwide.

The breaking up of grassland acres also affects livestock producers seeking for pasture land, according to Allbee. A consortium of conservation groups is aiming to halt some of that depletion with a new partnership.

The Working Grasslands Partnership, a program funded by the North Dakota Game and Fish Fund, is working to help landowners keep their land in grass and use it for grazing after it exits CRP.

The primary organization behind the WGP is the North Dakota Natural Resources Trust. Allbee said the partnership will help provide working lands for cattle producers while maintaining grass cover for declining grassland bird species.

The trust has partnered with the North Dakota Association of Soil Conservation Districts, Ducks Unlimited and Phosphate Service, and has the support of the Natural Resources Conservation Service, Farm Service Agency and the North Dakota Game and Fish Department in the endeavor.

CRP is a federal program in which farmers voluntarily stop growing on sensitive land to help plant species to improve the quality of the land in exchange for a yearly rent payment. The program's goal, according to the Farm Service Agency, is to improve water quality, prevent soil erosion and restore wildlife habitat.

A few years ago, when commodity prices were record high, some producers began breaking up land

"It's a win-win for producers as well as wildlife. It's additional funds that wouldn't be possible without the Outdoor Heritage Fund."

JERRY SCHMIDT, TRIBUNE

Jonas Davis, Ducks Unlimited's manager of conservation programs for North Dakota, formerly held in CRP as soon as their contracts expired in order to see the land to plant valuable cash crops. Other grasslands also were converted to cropland.

"We did lose a relatively large amount of CRP in a short period of time," said Jonas Davis, Ducks Unlimited's manager of conservation programs for North Dakota.

Commodity prices have dropped, and the filling on former CRP land and other grassland has slowed as well, but it hasn't stopped. Additionally, the number of acres accepted for CRP contracts has gone down, Allbee said.

The WGP will provide farmers some resources for keeping their land in grass.

The biologists who work with the participating partners already tout other conservation programs, and Davis said the WGP will be another tool they can offer landowners who want assistance in implementing conservation programs.

The WGP received \$1,097,234 from the Outdoor Heritage Fund. That money will be used to help landowners add fences or water resources to land formerly held in CRP so the land can be used for grazing, either by the landowner or a renter. The involved partners also will offer technical assistance.

Landowners will be responsible for 40 percent of the cost and must keep the land in grass for 10 years, Allbee said.

Additionally, the North Dakota Natural Resources Trust will provide an incentive payment for producers participating in the program whose CRP contracts expire in 2016 but ended Sept. 30, so he expects a lot of activity for the program.

The program is limited to lands in southwestern North Dakota and the Missouri Coteau. Those are areas that the Game and Fish State Wildlife Action Plan identified as areas of concern for grassland birds, Davis said.

"We're trying to be proactive and be sure those types of species are OK in the future," he said.

While there is no requirement for participating landowners to provide the program to provide biologists will promote the Game and Fish Department's Private Land Open to Sportsmen program,



NORTH DAKOTA GAME AND FISH DEPARTMENT PROVIDED
The western meadowlark was recently added to the state's revised list of Species of Conservation Priority.



Wade Moser, center, chair of the Outdoor Heritage Fund Advisory Board, outlines fund grant applications at a meeting of the North Dakota State Industrial Commission in June in Bismarck. The Working Grasslands Partnership received \$1,097,234 from the Outdoor Heritage Fund to help landowners add fences or water resources to land formerly held in CRP.

Davis said. Allbee said CRP contracts expiring in 2016 but ended Sept. 30, so he expects a lot of activity for the program.

The partners involved are aiming for the program to provide a transition out of CRP without getting out the plow.

"It's a win-win for producers as well as wildlife. It's additional funds that wouldn't be possible without the Outdoor Heritage Fund," Davis said.

For more information, contact the North Dakota Natural Resources Trust at 701-223-8501 or visit www.ducks.org/north-da.

Reach Jerry Schmidt at 701-595-0425 or jerry.schmidt@tribune.com.

Partners/Landowners Perspective



6/06/2018

ANY QUESTIONS

