



**BAKKEN WORKING LANDS
COVER CROP SEEDING
(1 YEAR)**



This agreement (with attachments) made this _____ day of _____, 20____, by and between _____ *Name and address* _____, herein after referred to as Cooperators (whether one or more) Dunn Soil Conservation District (Optional), 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 (0.00) 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 Dunn County, North Dakota, described as follows:

Section, in Township North, Range West.

2. The Cooperators may use the above described land in the customary manner for agricultural purposes except as provided in this agreement. There shall be no altering of wetlands by dredging, draining or filling. If Cooperator chooses to utilize haying for management the haying shall start after July 15th.

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 – Cover Crop Seeding of _____ acres 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)

Public access is not required for participation in Bakken Working Lands program. The Trust will review public access participation in Bakken Working Lands.

6. This is a joint project between the Cooperators, the Trust, and the Outdoor Heritage Fund on the above described land. The Cooperators agree to 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.
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 (NRCS/SCD), 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 Board policy requires that information about participation in Bakken Working Lands be provided to the North Dakota Industrial Commission and as such is available to Outdoor Heritage Fund board members and the public upon FOIA request.
10. The Cooperators agree to hold harmless the Trust and SCD, to defend and indemnify the Trust and SCD from all claims and/or lawsuits made by any person or entity against the Trust and SCD in connection with this agreement.
11. 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.
12. The Cooperators will assist in technical advice for conservation activities associated with the above described lands.
13. 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 _____

NORTH DAKOTA NATURAL RESOURCES TRUST

_____ Date _____
Executive Director

SOIL CONSERVATION DISTRICT (optional)

_____ Date _____
SCD Representative

EXAMPLE



**Attachment A – Cover Crop Seeding
Bakken Working Lands Agreement**



The cover crop seeding developments described below are agreed to by Cooperators and Trust in the Bakken Working Lands (BWL) Agreement. Cooperators agree to complete cover crop seeding on Section ____, in Township ____ North, Range ____ West, as shown on attached map.

Activity	Price	Acres	BWL (60%)	Landowner (40%)
Cover Crop Seed				
Grand Total				

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 the cover crop seeding. The cover crop will be a minimum of 4 species, a maximum of 160 acres per year and no one landowner shall enroll more than 480 acres for duration of program. This will be a season long cover crop seeding. If haying is the management selected there shall be no haying before July 15 of each calendar year. All seed mixes must follow NRCS standards and specifications.

The Trust agrees to provide sixty percent (60%) cost-share payment to the Cooperators up to (\$0.00) as described in the table above. Payments will be made after cover crop seeding is completed, expenditure documentation provided and a site review is completed. The Cooperators will provide up to (\$0.00) for cost associated with these developments.