



**BAKKEN WORKING LAND
GEI/NATIVE GRASS SEEDING
(10 YEARS)**



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), _____ County 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 _____ (\$00,000), 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 _____ 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. This agreement focuses on working grasslands by providing financial assistance to implement seeding of grass. There shall be no agricultural crop production other than grazing or haying, unless approved by Trust in writing. There shall be no altering of these grasslands by plowing, discing, or otherwise destroying the grasslands and 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 – Grassland Establishment Incentive (GEI) for 2 years on _____ acres as shown on the attached map. The GEI will be in effect from _____, 20__ until _____, 20__.

_____ Attachment B – Native Grass 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. Archeological review is a requirement prior to any infrastructure activities beginning. Cooperators agree to postpone starting said activities until the appropriate documentation is received, with the understanding that if those activities are instigated before the proper review has been conducted and completed, responsibility for any and all reparations for disturbances will belong to the Cooperators. _____ (Initial)
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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 8 of this agreement. The parties hereto specifically agree that the amount of damage stated in paragraph 8 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 8. 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.
14. Upon the expiration of the terms of this agreement, the conservation developments will become the property of the Cooperators.
15. The Cooperators will assist in technical advice for conservation activities associated with the above described lands.
16. 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



**Attachment A – Grassland Establishment
Incentive (GEI)
Bakken Working Lands Agreement**



The habitat lease described below is agreed to by Cooperators and Trust in the Bakken Working Lands (BWL) Agreement.

GEI: Cooperators agrees to complete the 2 year grassland establishment incentive payment for participation ending on _____, 20____, on _____ acres in the following locations:

_____ of Section __, in Township _____ North, Range __ West (_____ acres), see attached maps.

Field	Years	Acres	Price \$50/Acre/Year	Total
Total				

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. It is the responsibility of the Cooperators to control all noxious weeds.

The Trust agrees to pay the Cooperators _____ Thousand _____ Hundred _____ Dollars (\$____.00) for the GEI. Payment will be made within 30 days of the signature of this agreement by both parties.



**Attachment B – Native
Grass Seeding
Bakken Working Lands Agreement**



The grass seeding developments described below are agreed to by Cooperators and Trust in the Bakken Working Lands (BWL) Agreement. All seed mixes must follow NRCS standards and specifications.

Grass Seeding: Cooperators agree to seed _____ acres in Section __, in Township ___ North, Range __ West, as shown on the attached maps.

Activity	Price	BWL Total (60%)	Landowner (40%)
Grass Seeding - Acres			
Grand Total			

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. 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 _____ Thousand _____ Hundred _____ Dollars (\$____,____.00) as described in the table above. Payments will be made after grass seeding is completed, expenditure documentation, and a site review is completed. The Cooperators will provide up to _____ Thousand _____ Hundred _____ Dollars (\$____,____.00) for cost associated with these developments.

ATTACH MAP

EXAMPLE