

Wetland / Flooded Map

Client(s): [REDACTED]
 Location: 17-152-70
 Benson County, North Dakota
 Approximate Acres: 89.00

Assisted By: TAYLOR UPHOFF
 USDA-NRCS
 MINNEWAUKN SERVICE CENTER
 NORTH CENTRAL SOIL CONSERVATION DISTRICT

Land Units: Tract 1844, Fields 10,26,28,9



0 833
 [REDACTED] Feet

Practice Schedule
 PLUs

Conservation Practice
 Polygons

Wetland Wildlife
 Habitat Management
 (644)



LONG-TERM AGREEMENT

A. To be completed by NRCS; check appropriate box:

This transaction is for CCC

This transaction is for NRCS

B. Agreement NO.: 7066332100CY1

C. Program: WBP

D. State: North Dakota

E. County: Benson

1. The undersigned participants enter into this agreement with the (1 a.) Natural Resources Conservation Service to Implement and or maintain specific conservation practices, as set forth in the Attachment B: Schedule of Operations on the property as identified on the location map (Attachment D). In consideration for the implementation and or maintenance of the practices, NRCS will make payments to the participant(s) in the amount (s) described in the Schedule of Operations. This agreement is effective on the date signed by (1 b.) NRCS and extends through (1 c.) 12-31-2030

2. This agreement is comprised of this form AD-1154 and the following attachments. The terms of the Attachment A: General Provision; B: Plan or Schedule of Operations, C: Special Provision, D: Property Location Map are fully incorporated by reference into this document and are binding upon the participant(s).

3. The participant(s) agree; a) to implement and or maintain conservation practices for the life of this agreement on the above described land in compliance with the plan or schedule of operations and in accordance with the standards, specifications and other special program criteria obtained from the local field office of the NRCS; b) to forfeit further payments under this agreement and refund the United States, in amounts determined by (3 a.)NRCS , payments received hereunder upon NRCS' determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and (c) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and (3 b.)NRCS consents to the modification.

By signing below, the parties agree to comply with the terms of this agreement, and further agree that form AD-1154 and the following attachments: A: General Provisions, B: Plan or Schedule of Operations, C: Special Provisions, D: Property Location Map constitute the entire agreement of the parties, inclusive.

4. Name and Address: [REDACTED]	4 a. Telephone Number: [REDACTED]
4 b. Social Security # or tax ID # if applicable	
PAYOUT SHARES: 50%	
5. Name and Address: [REDACTED]	4 c. Signature: [REDACTED]
4 d. Date: [REDACTED]	
5 a. Telephone Number: 864-270-0755	
5 b. Social Security # or tax ID # if applicable	
PAYOUT SHARES: 50%	
5 c. Signature: [REDACTED]	5 d. Date: [REDACTED]

(6.) For:

(see page 3, continuation sheet for more participants, if applicable)

(6 a.) By: _____
(Signature Authorizing Official)

(6 b.) Date:

The signature by the NRCS representative signifies a CCC-NRCS transaction as indicated above.

LONG-TERM AGREEMENT

B. Agreement NO.: 7066332100CY1

Attachment A: General Provisions

Attachment B: Plan or Schedule of Operations

Attachment C: Special Provisions

Attachment D: Property Location Map

OMB Disclosure Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 37 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.

Privacy Act Statement

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

PARTICIPANT [REDACTED]	COUNTY AND STATE Benson County, North Dakota	PROGRAM AND CONTRACT NUMBER 7066332100CY1	FUND CODE NR.SI.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION Tract: 1844 Fields: 9, 10, 26, 28	WATERSHED 09020202	ACRES 89.0	EXPIRATION DATE 12/31/2030

Contract Item 1 Long-Term Protection of Land - 10-Year Contract (LTP10YC)														
Place a contract on the land with a 1 to 10-Year length of time.														
Fields: Tract: 1844 Fields: 9, 10														
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
1a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR	3,360.00									

Contract Item 2 Long-Term Protection of Land - 10-Year Contract (LTP10YC)														
Place a contract on the land with a 1 to 10-Year length of time.														
Fields: Tract: 1844 Fields: 26, 28														
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
2a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR	763.00									

PARTICIPANT	COUNTY AND STATE	PROGRAM AND CONTRACT NUMBER	FUND CODE
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LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 3		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
3	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
3a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR		3,360.00								

Contract Item 4		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
4	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
4a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR		763.00								

PARTICIPANT [REDACTED]	COUNTY AND STATE Benson County, North Dakota	PROGRAM AND CONTRACT NUMBER 7066332100CY1	FUND CODE NR.SI.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION Tract: 1844 Fields: 9, 10, 26, 28	WATERSHED 09020202	ACRES 89.0	EXPIRATION DATE 12/31/2030

Contract Item 5		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
5	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
5a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR			3,360.00							

Contract Item 6		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
6	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
6a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR			763.00							

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LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 7		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
7	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
7a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR				3,360.00						

Contract Item 8		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
8	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
8a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR				763.00						

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LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 9		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
9	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
9a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR					3,360.00					

Contract Item 10		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
10	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
10a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR					763.00					

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LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 11		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
11	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
11a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR						3,360.00				

Contract Item 12		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
12	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
12a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR						763.00				

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Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 13		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
13	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
13a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR								3,360.00		

Contract Item 14		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
14	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
14a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR								763.00		

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Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 15		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
15	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
15a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR									3,360.00	

Contract Item 16		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
16	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
16a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR									763.00	

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Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 17		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
17	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
17a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR										3,360.00

Contract Item 18		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
18	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
18a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR										763.00

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LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Contract Item 19		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
19	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	67.2 Ac		\$3,360.00										
19a	Cropland Rental 100%	67.2 Ac	\$50.00/Ac	100% FR										3,360.00

Contract Item 20		Long-Term Protection of Land - 10-Year Contract (LTP10YC)												
Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Cost Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year									
					2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
20	Long-Term Protection of Land - 10-Year Contract (LTP10YC)	21.8 Ac		\$763.00										
20a	Pasture/Hayland/Wildlife Land Rental 100%	21.8 Ac	\$35.00/Ac	100% FR										763.00

PARTICIPANT [REDACTED]	COUNTY AND STATE Benson County, North Dakota	PROGRAM AND CONTRACT NUMBER 7066332100CY1	FUND CODE NR.SI.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION Tract: 1844 Fields: 9, 10, 26, 28	WATERSHED 09020202	ACRES 89.0	EXPIRATION DATE 12/31/2030

Total Cost-Share or Payment by Year											
Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Payment
Amount(\$)	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	\$41,230.00

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.

B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.

C. All cost share rates are based on average cost (AC) with the following exceptions.

AA = Actual costs not to exceed average cost. FR = Flat rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.

NP = Non-Participant Payment.

D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants

[REDACTED]

[REDACTED]

[REDACTED]

Signature

Date

STEVEN H OLSON

PARTICIPANT	COUNTY AND STATE	PROGRAM AND CONTRACT NUMBER	FUND CODE
██████████	Benson County, North Dakota	7066332100CY1	NR.SI.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION	WATERSHED	ACRES	EXPIRATION DATE
Tract: 1844 Fields: 9, 10, 26, 28	09020202	89.0	12/31/2030

Signature of Reviewing Officials

NRCS Approving Official

Signature

Date

Approved By

Signature

Date

PRIVACY ACT

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This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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Agreement No. 7066332100CY1
State North Dakota
County Benson

WATER BANK PROGRAM (WBP) GENERAL PROVISIONS

1. GENERAL TERMS

This is a financial assistance agreement under the administration of the Natural Resources Conservation Service (NRCS), not a procurement contract. As such, this Agreement is not subject to 5 CFR part 1315, Prompt Payment Act and is governed by the terms set forth herein.

2. PERMITS

The Participant is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of all conservation practices and activities on the designated acreage in accordance with applicable laws and regulations. A Participant must comply with all laws and is responsible for all effects or actions resulting from the Participant's performance under this Agreement.

3. EQUAL OPPORTUNITY

The Participant agrees to include in any single contractual arrangement estimated to exceed \$10,000 the non-segregated, facilities provisions applicable to federally assisted construction contracts.

The Participant agrees to comply with Executive Order 11246 and the non-segregated facilities provisions with regards to employment of people specifically to assist the Participant in construction work estimated to exceed \$10,000 to be installed in any 12-month period.

The Participant agrees to actively assist NRCS in obtaining from the contractor full compliance with the non-segregated facilities provisions in any contractual arrangement entered into by the participant. The NRCS representative is to furnish the Participant all forms, posters, and instructions for compliance with Executive Order 11246 and the non-segregated facilities provisions.

4. NONDISCRIMINATION STATEMENT

The program conducted will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, Subparts A) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

5. DRUG-FREE WORKPLACE (2 CFR part 182 and 2 CFR part 421)

By signing this Contract, the Participant certifies that the Participant will comply with the requirements of 2 CFR part 182 and 2 CFR part 421. If it is later determined that the Participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 2 CFR part 182 and 2 CFR part 421,) CCC, in addition to any other remedies available to CCC under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

6. CERTIFICATION REGARDING LOBBYING (2 CFR part 418) (Applicable if this agreement exceeds \$100,000)

The Participant certifies, to the best of the Participant's knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Participant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard

Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(C) The Participant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

7. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (See 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards)

(A) As a condition of this Contract, the Participant certifies and assures that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those applicable to non-profit institutions, which are hereby incorporated into this Contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.

(B) Without limiting the general applicability of Paragraph 19A, the Participant, if it is a non-profit, further agrees to comply with the provisions of 2 CFR part 200, subpart D, including the contract provisions required at Appendix A. The following Participants by entering their signature acknowledge receipt of this Form NRCS-CPA-1202-CPC (Appendix) and agree to its terms and conditions thereof.

Further, if the undersigned are succeeding to an existing Contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would, maintain or create an interest in the property for any previous Participant on this Contract for that property, or to receive payments under the contracts.

8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (2 CFR part 417 and 2 CFR part 180, as applicable)

(1) The Participant certifies to the best of the Participant's knowledge and belief, that the Participant and his or her principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within the three-year period preceding this Agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract, including violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in Paragraph 14D(1)(b) of this certification; and

(d) Have not within the three-year period preceding this Agreement had one or more public contracts (Federal, State or local) terminated for cause or default.

(2) If the Participant is unable to certify to any of the statements set forth in paragraph 10D (1), the Participant shall attach an explanation to this Agreement.

9. EXAMINATION OF RECORDS

The Participant agrees to give NRCS, the Office of Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement for a period of three (3) years after the completion of the terms of this Agreement in accordance with the applicable Office of Management and Budget circular.

10. ACCESS

The Participant agrees to allow access to the land under this Agreement to the NRCS representative or their agent, including Technical Service Providers representing NRCS, for monitoring progress on this Agreement.

11. PAYMENTS

All payments received as part of this Agreement will be reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that the Participant consult with a tax accountant or refer to IRS publication 225, Farmers Tax Guide.

- A. Disbursement of any annual land payments will be contingent upon verification that the Participant has control, *i.e.* possession of the land by ownership or written lease, over all designated acreage in the Agreement.
- B. A Participant who loses control of the land must notify the NRCS Representative within 30 days of such loss of control. Land will be considered "transferred" if the Participant loses control of the acreage for any

reason. The term "transferor" means the Participant who loses control, and the term "transferee" means the person who acquires control of the land. If all or part of a land unit under the Agreement is transferred, the Agreement terminates with respect to the transferred acreage; however, the transferee may assume the obligations of the Agreement with respect to the transferred acreage. It is the transferor's responsibility to contact the transferee about assuming the responsibility of the Agreement. If the transferee will not assume the obligations of the Agreement with respect to the transferred acreage, the transferor is in violation and subject to forfeiture and refunds of payments received on the transferred acreage.

- C. Designation "FR" in the average cost column and in the cost-share rate column, if applicable, along with a dollar amounts means the payment per unit will be the dollar amount specified.

12. COLLECTIONS

Collection of amounts due from a Participant for improper payment or any other reason will follow procedures of 7 CFR part 3, or applicable successor or supplemental parts. NRCS will notify the Participant to identify the reason for the collection and the amount owed. Unpaid debts accrue interest beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

13. MODIFICATIONS

Changes may be made in this contract through modifications that are agreed to by the Participant(s) and the NRCS representative.

14. SIGNATURE AUTHORITY

Any Participant that will receive financial benefit from the implementation of this Agreement must be a signatory on the Agreement. Unless signature authority is not granted or assigned on the Agreement, any Participant on the Agreement may approve payment applications for the Agreement.

15. CORPORATIONS

- A. By entering into this Agreement, the undersigned "Corporation" defined as any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States of America, attests that it has not been convicted of a felony criminal violation

under Federal or State law in the 24 months preceding the date of signature, nor has any officer or agent of the undersigned, if a Corporation, been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.

B. By entering into this Agreement, the undersigned "Corporation" is defined as any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States of America, attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

16. TERMINATIONS

A If a Participant fails to carry-out the terms and conditions of this Agreement, NRCS may terminate this Agreement. NRCS may require the Participant to refund payments received under this Agreement, or if not terminated, require the Participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS. Refunds shall be subject to the provisions in Paragraph 14.

B The NRCS may terminate this Agreement, in whole or in part, without liability, if NRCS determines that continued operation of this Agreement will result in the violation of a Federal statute or regulation, or if NRCS determines that termination would be in the public interest.

C The Agreement terminates upon death of the participant unless the participant identifies an Executor or other Estate Representative to act on the participant's behalf and such Executor or Estate Representative transfers the Agreement to an eligible person or legal entity and such transfer is approved by NRCS.

17.. RECOVERY OF COST

A In the event a Participant violates the terms of this Agreement, the Participant voluntarily terminates this Agreement before any payments have been made, or this Agreement is terminated with cause by NRCS, the NRCS will incur substantial costs in administering this Agreement which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments as set forth in Paragraph 18, the Participant agrees to pay liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the Participant in this Agreement, at the time of termination. This liquidated damages payment is for recovery of administrative costs and technical services and is not a penalty.

B The Participant may be required by the NRCS to refund all or a portion of any assistance earned under the program if the Participant sells or loses control of the land under this Agreement and the new owner or transferee is not eligible for the program, or refuses to assume responsibility under the Agreement.

18. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A The Participant may appeal an adverse decision under this Agreement in accordance with the appeal procedures set forth at 7 CFR part 11, Subpart A, and part 614. Pending the resolution of an appeal, no payments shall be made under this agreement. Before a Participant seeks judicial review, the Participant must exhaust all appeal rights granted within these regulations.

B The Participant may also request equitable relief as provided under 7 U.S.C. 7996 and 7 CFR part 635 with the requirements of that provision.

Agreement No. 7066332100CY1
State North Dakota
County Benson

19. AGREEMENT SUPPLEMENT

a. It is further agreed that N/A is the Participant who will carry out the practices and treatment for which annual and any cost-share payments will be made. Therefore, all payments shall be made to N/A. Application for Payment, AD-1161, shall be signed by N/A.

b. It is further agreed that modification documents shall be signed in the name of N/A by N/A.

20. ASSIGNMENT OF ANNUAL PAYMENTS

The Participant hereby assigns \$ N/A to AD-1154 for Payment Details to be paid from the annual payment payable under this Agreement. Please note that any revocation of this Assignment will require approval by the Participant, the Assignee, and NRCS.



Natural Resources
Conservation Service

Bismarck State Office
PO Box 1458
Bismarck, ND
58502-1458

Voice 701.530.2000
Fax 855-813-7556

October 20, 2021

RE: Water Bank Program (WBP) Annual Rental Contract # 7066332100CY1

Thank you for participating in the 2021 Water Bank Program. For your records, enclosed are fully executed copies of the "Long-Term Agreement" (form AD-1154) and "Schedule of Operations" (NRCS CPA-1155) used when enrolling lands located in section(s) of 17-152-70 of Benson County.

Also included is an Application for Payment for your Water Bank Program (WBP) annual rental contract # 7066332100CY1.

The annual payment is based upon your application and ranking of 89 acres. Therefore, the total annual rental payment is \$4,123.00.

Please return the signed "Application for Payment", AD-1161, to the Natural Resources Conservation Service in the enclosed envelope no later than November 5th, 2021.

Currently, this document identifies Brian Olson as the individual who will receive payment of \$ 2,061.50. Once approved, your payment will be sent via ACH transfer to the bank and account you have provided upon signup.

If any of the information provided is incorrect, please contact me at Todd.Hagel@nd.usda.gov or by telephone at 701.530.2004, as soon as possible.

Thank you,

TODD C. HAGEL
Assistant State Conservationist – Programs

Enclosure

cc:

Ben Wendt, Acting DC, NRCS Minnewaukan
Dustin Brodina, CDU Leader, Devils Lake Basin

PARTICIPANT	COUNTY AND STATE Benson County, North Dakota	PROGRAM AND CONTRACT NUMBER 7066332100CY1	FUND CODE NR.PM.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION Tract: 1844 Fields: 9, 10, 26, 28	WATERSHED 09020202	ACRES 89.0	EXPIRATION DATE 12/31/2030

Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Payment
Amount(\$)	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	4,123.00	\$41,230.00

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.

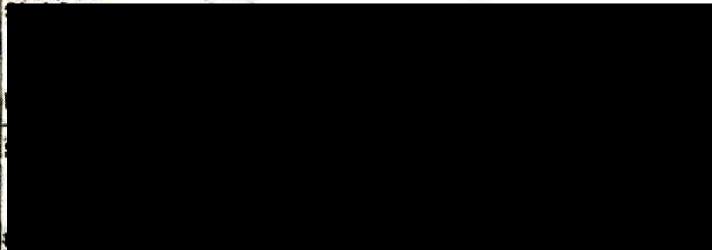
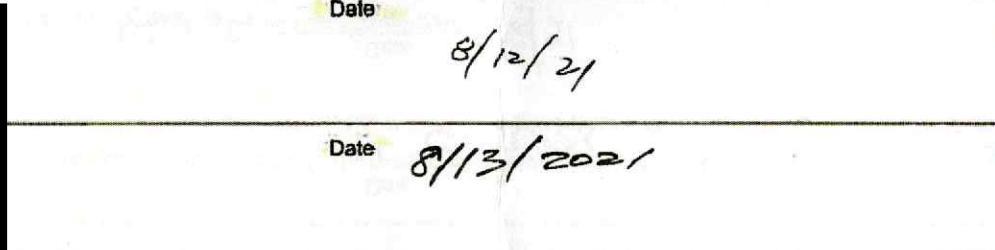
B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.

C. All cost share rates are based on average cost (AC) with the following exceptions.

AA = Actual costs not to exceed average cost. FR = Flat rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.

NP = Non-Participant Payment.

D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

	Date 8/12/21
	Date 8/13/2021

FUNDING NR. Pm. WSBP. 38.0000.21XXF

DATE 9-2-2021 BP; 21XX21

CERTIFIED

AVAILABLE L. B. Murr, FRS

\$ 41,230.00

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

CONSERVATION PLAN OR SCHEDULE OF OPERATIONS

NRCS-CRA-1165

01/2019

PARTICIPANT [REDACTED]	COUNTY AND STATE Benson County, North Dakota	PROGRAM AND CONTRACT NUMBER 7066332100CY1	FUND CODE NR.PM.WSBP.38.0000.21XXF
LAND UNITS OR LEGAL DESCRIPTION Tract: 1844 Fields: 9, 10, 26, 28	WATERSHED 09020202	ACRES 89.0	EXPIRATION DATE 12/31/2030

Signatures of Reviewing Officials

NRCS Approving Official

Signature

Ben Winkler Acting DC

Date

8/13/21

Approved By

Signature

Jill S. Howard

Acting SRC

Date

9/12/21

Agreement No. 7066332100CY1
State North Dakota
County Benson

WATER BANK PROGRAM (WBP) SPECIAL PROVISIONS

1. OFFERS FROM APPLICANTS

Form AD-1153, Application for Long-Term Contracted Assistance through the Water Bank Program represents a request to enter into the program under the terms specified in this Agreement.

2. PROGRAM ELIGIBILITY REQUIREMENTS

To be eligible to participate in the WBP, a person must:

- a. Be the landowner of eligible land for which enrollment is sought; or
- b. Have possession of the land by written lease over all designated acreage in the agreement for at least two years preceding the date of the agreement and will have possession over the all designated acreage for the Agreement period.

3. AGREEMENT

The designated acreage in the Agreement must:

- a. Be maintained for the Agreement period in a manner which will preserve, restore or improve the wetland character of the land;
- b. Not be drained, burned, filled or otherwise used in a manner which would destroy the wetland character of the acreage;
- c. Not be used as a dumping area for draining other wetlands, except where the State Conservationist determines that such use is consistent with the sound management of wetlands and is specified in the conservation plan;
- d. Not be used for agricultural purposes (including but not limited to cropping, haying, or grazing) for the life of the Agreement, except as conditioned below.
- e. Not be used as a source of irrigation water;
- f. Not be hayed except for during periods of severe drought and only under conditions prescribed by the State Conservationist in consultation with the Secretary of the Interior or his designee; and
- g. Not be grazed, except as may be specified in the conservation plan.

4. **CONSERVATION PLAN**

By signing the Agreement, the Participant agrees to the implementation of a conservation plan, the effect of which is to protect, enhance, maintain, and manage the hydrologic conditions of inundation or saturation of the soil, native vegetation, and natural topography of eligible lands.

5. **PROVISIONS RELATING TO TENANTS AND LANDLORDS**

No payment will be approved for the current year if NRCS determines that any of the following conditions exist:

- a. The Participant as landlord or operator has not given any tenant or sharecropper that have an interest in the agricultural operation covered by the Agreement, or that have a lease that runs through the Agreement term at the time of sign-up, an opportunity to participate in the benefits of the program.
- b. The Participant as landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant or sharecropper of any benefits to which such tenant or sharecropper would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to this Agreement and no further payments shall be made.

6. **EFFECTIVE DATE**

- a. This Agreement is effective on January 1 of the year in which the Agreement is approved and when signed by the Participant and an authorized representative of NRCS except that the Agreement shall become effective on January 1 of the next succeeding year in cases where, at the time the Agreement is approved, the NRCS determines that the Agreement signers will be unable to comply with the provisions of the Agreement in the year in which such Agreement is approved.
- b. The Agreement period shall be for a term of 10 years.
- c. Except as otherwise provided for herein, this Agreement may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by NRCS, this Agreement must be signed by all required Participants. In the event that a statute is enacted during the period of this Agreement which would materially change the terms and conditions of this Agreement, the NRCS may require the Participant to elect between modifying this Agreement consistent with the provisions of such statute or terminating the Agreement.

Landowner/Client: [REDACTED]	City: [REDACTED]	State: [REDACTED]	Date: 5/26/21		
Address: [REDACTED]	Zip Code: [REDACTED]	CMU/Fields: [REDACTED]	Tract 1844		
County: Benson	Area of: Section: Township: Range:	Plan / ID Number (as applicable): 7066332100CY1			
Legal Desc. (as applicable): NW1/4	17	152	70	NLEB 4(d) Streamline Consultation Form Printed & Complete: YES	
					Designated Critical Habitat Map Created & included in the case file: YES
Project Description: Enroll flooded agricultural land into the Water Bank Program.					

Species and Practices Effects Table Summary

I understand that the USDA Natural Resources Conservation Service (NRCS) has performed a programmatic informal consultation with U.S. Fish and Wildlife Service. By implementing the conservation practices in accordance with, and in strict adherence to, the Conditions for Implementing Conservation Practices (CICP's) as outlined below for each practice in my plan/contract, implementation of my plan/contract is Not Likely to Adversely Affect the federal listed species of concern.

Refer to the list of species which CICP's are required for plan/contract implementation. If the CICP's cannot be followed completely, then NRCS assistance must cease until an NRCS biologist can complete any needed formal consultation for T & E species with the US Fish & Wildlife Service.

Operator Signature	Date	Landowner Signature (if applicable)	Date
NRCS Planner Signature	Date	Landowner Signature (if applicable)	Date

North Dakota
Federal Threatened and/or Endangered Species
Conditions for Implementing Conservation Practices (CICPs)

The CICPs shall be implemented once the ND Matrix process identifies the need to do so. If it is believed that the CICPs can not be followed then contact the ND State Biologist or State Resource Conservationist. Refer to the application matrix for implementation of conservation practices approved for use in ND. The matrix identifies the effect the practice will have on the listed species and their critical habitat, such as:

B	Benefit species and/or habitat
NE	No Effect
NE1	Practice is never applied on land suitable for the listed species and has no effect on the species or suitable habitat.
NE2	Practice may occur in suitable habitat but will have no effect on the listed species.
MA	May affect (Site specific consultation needed)
NLAA	May affect-Not Likely to Adversely Affect
NLAA-CICP	May affect-Not Likely to Adversely Affect-Conditions to Implement Conservation Practices
NLAA-CICP 4(d)	May affect-Not Likely to Adversely Affect-Conditions to Implement Conservation Practices - within the White-nose Syndrome Zone requiring application of NLEB 4(d) rules.

For Conservation Practices with predicted NLAA effects, there is an associated list of CICPs required to be followed to meet the NLAA level of impact. Participant(s) commit to follow CICPs by signing an agreement and placing their initials and date by each of the identified species CICP's on this document prior to implementing the conservation practice. Doing so, ensures effects to Threatened and/or Endangered species will be considered "NLAA" for the species, and further consultation will not be required. If the landowner chooses not to sign or initial the agreement with the CICP parameters, he/she will be suspended from the planning process until they have received an approved consultation from the USFWS, likely requiring the participant to hire a third party to assist with the consultation. Following is a list of the CICPs utilized with the conservation practice matrix to limit impacts.

Threatened and Endangered Species Practice Management Worksheet

Threatened and/or Endangered Species Conditions for Implementing Conservation Practices (CICPs)		
Producer's Initials & Date	Species	
	Whooping Crane	1. Occasional and/or transient whooping cranes may visit the project site or vicinity. Whooping cranes migrate during the day and make regular stops to rest and feed. If any whooping cranes visit the site or within one-half mile radius of the site, then the participant, Technical Service Provider, and/or the contractor must stop work immediately and contact the local NRCS office. Once work is stopped, leave the site and do not return to complete the work until after the cranes leave. The cranes should only stay for a day or two. Any further construction/practice implementation without clearance could jeopardize assistance (cost-share/technical) and may be a violation of federal law.
	Rufa Red Knot	1. Occasional and/or transient rufa red knots may visit the project site or vicinity. If any red knots visit the site or within one-half mile radius of the site, then the participant, Technical Service Provider, and/or the contractor must stop work immediately and contact the local NRCS office. Once work is stopped, leave the site and do not return to complete the work until after the red knots leave. Any further construction/practice implementation without clearance could jeopardize assistance (cost-share/technical) and may be a violation of federal law.
	Piping Plover	1. Conservation practices shall not be implemented without a visual or noise barrier within 1/4 mile of beach areas, peninsulas, or sand, shale, or gravel bars, and similar areas on the Missouri River or its reservoirs from April 15 through August 15 unless surveys are conducted that show that: a) no piping plovers are present, or b) piping plovers have completed nesting and will not be affected by the planned action. 2. Conservation practices shall not be implemented on beach areas, peninsulas, or sand, shale, or gravel bars, and similar areas on the Missouri River or its reservoirs from April 15 through August 15. 3. Conservation practices shall not be implemented without a visual or noise barrier on or within 1/4 mile of natural saline/alkali wetlands, as designated on the Final Designation of Critical Habitat for Breeding Piping Plovers in North Dakota, from April 15 through August 31 unless surveys are conducted that show that: a) no piping plovers are present, or b) piping plovers have completed nesting and will not be affected by the planned action. Contact the State Biologist or SRC for site specific criteria.