

GRAZING LEASE AGREEMENT
ND-549-2 LEESON MITIGATION ILF

This is an Agreement of real property for grazing purposes between Ducks Unlimited, Inc. a non-profit Corporation of the District of Columbia (hereinafter “Ducks Unlimited”) and Bradley Lebrun whose address is: 9400 282nd St. NW Berthold, North Dakota, (701) 880-2259, brad_lebrun@hotmail.com (“Lessee”).

WHEREAS, Ducks Unlimited, Inc. is a non-profit conservation organization dedicated to protecting and restoring wetlands in North America; and

WHEREAS, James Moreland (“Owner”) owns land in Mountrail County, in the State of North Dakota, within the west half-section of Section 36, Township 157 N, Range 88 W, hereto and incorporated by reference herein (the “Property”); and

WHEREAS, Ducks Unlimited, Inc. is the acting agent for management of the Property, including the leasing for grazing; and

WHEREAS, the Lessee desires to lease an approximate 38-acre portion of the Property from Ducks Unlimited, Inc. for the purpose of cattle grazing. Marked in (Exhibit B).

NOW THEREFORE, Ducks Unlimited, Inc. hereby leases the Property to the Lessee under the following terms and conditions:

1. **TERM:** This Agreement shall commence on May 1, 2024 and will continue through October 20, 2027.

2. **RENT:** The Lessee shall pay James Moreland a sum calculated by the rate of \$7.00 multiplied by the total number of acres on the property according to the terms of this Agreement. The total number of acres will be reduced from 38 to \pm 28 acres in 2024 to rest recently planted grassland areas (Table 1, Exhibit A). However exact boundary of grazed acres would be subsequently determined by Ducks Unlimited and actual cash rent payment would be adjusted based on \$7.00 per acre.

Table 1. Rental Payment Schedule

Season	Grazed Acres	Cost Per Acre	Annual Rental Payments
2024	28	\$7.00	\$196.00
2025	38	\$7.00	\$266.00
2026	38	\$7.00	\$266.00
2027	38	\$7.00	\$266.00

Rental payments shall be paid annually on or before June 1st of each year during the term of this lease Agreement. Delinquent rental payments shall accrue interest at the Default Interest Rate and may result in immediate termination. In this Agreement, the phrase “Default Interest Rate” means interest at the rate of twelve percent (12%) per year, compounded monthly on all amounts which are delinquent.

Payments shall be made to Ducks Unlimited, Inc. and delivered to:

Attn: James Moreland
3141 North Daffodil Dr.
Billings, MT 59102

3. **COMMONLY ACCEPTED GRAZING PRACTICES:** The Lessee shall be responsible for performing all the work necessary, at the Lessee's expense, to graze the Property with cattle as provided in this Agreement. Lessee's performance shall be in accordance with commonly accepted cattle grazing practices. The Lessee shall not allow overgrazing which would result in forage production below the potential forage production for good range condition. In case of disagreement between Ducks Unlimited, Inc. and Lessee concerning the sufficiency of Lessee's care of the pasture or Property, the decision of Ducks Unlimited shall control. If Lessee fails to apply commonly accepted cattle grazing practices, Ducks Unlimited has the right to do whatever is necessary to remedy the default, and Lessee shall pay Ducks Unlimited its expenses in remedying a default.

4. **WEED CONTROL:** Lessee shall control all noxious weeds on the Property and maintain the Property in a reasonably weed free condition. Noxious weeds will be treated with the appropriate pesticides and will be applied using spot spraying techniques.

5. **COSTS OF CATTLE GRAZING:** The Lessee shall pay all costs of cattle grazing including but not limited to, all labor, machinery, and cash operating expenses.

6. **EQUIPMENT:** The Lessee shall provide all equipment necessary to properly graze the Property under the terms of this Lease.

7. **REMOVAL OF PERSONAL PROPERTY:** The Lessee shall remove all machinery from the Property by October 20th. Machinery not removed from the Property by the last day of this Agreement will become the Property of Ducks Unlimited.

8. **PLOWING AND TILLAGE:** The Lessee shall not plow or till the Property.

9. **LITTERING:** The Lessee shall not litter or cause any other environmental misuse, pollution, or damage to the Property.

10. **LESSEE RESTRICTIONS:** The Lessee shall not burn, cut, or destroy in any way, grasslands, timber, or marshes; plow trails or any other areas; erect buildings, fences or other structures; take timber, gravel or fill from the Property without the written permission of Ducks Unlimited, Inc.

11. **ROAD RIGHTS OF WAY:** The Lessee shall be responsible for mowing all road right of way ditches bordering the Property as required by governing state, county, or township law.

12. **CONSERVATION:** Lessee shall control soil erosion as completely as practicable.

13. **DAMAGES:** Lessee shall pay to Ducks Unlimited, Inc. reasonable compensation for any damage to the Property other than damage due to ordinary wear and depreciation or damages outside the control of the Lessee.

14. **FLOODING LIABILITY:** No liability attaches to James Moreland or Ducks Unlimited, Inc. for damage caused by flooding of the Property.

15. **SUBLEASE:** The Lessee shall not sublet the premises or any part thereof or assign this Agreement without, in each case, obtaining the prior written consent of Ducks Unlimited, Inc.

16. **INSURANCE/LIABILITY:** The Lessee agrees to maintain bodily injury and property damage insurance with a responsible company in the amount of not less than \$1,000,000 for injury to any one person and \$500,000 for property damage covering the Lessee's activities on and use of the Property. This insurance protection shall include Ducks Unlimited as an additional insured and may be carried under a blanket policy.

The Lessee agrees to bear the full risk of any loss or damage to persons or Property, as a result of the Lessee's use of or activity on the Property. The Lessee also agrees to indemnify and hold James Moreland and Ducks Unlimited, Inc. harmless from any and all claims, expenses, and liabilities in connection with the foregoing.

17. **ACCESS TO PASTURE:** Access or haul roads will be limited to existing trails and roads in and out of the Property from the nearest approach. Ducks Unlimited, Inc. shall have access to and use of the Property to carry out its responsibilities under this Agreement and for any other purposes that do not interfere with the Lessee's use of the Property for cattle grazing. This includes the right of Ducks Unlimited, Inc. to conduct scientific research and to establish reasonable exclosures.

18. **WARRANTY:** Ducks Unlimited, Inc. makes no statement or warranty concerning the safety or condition of the Property.

19. **MODIFICATIONS:** Any modifications of this Agreement are binding only if in writing, signed by each party.

20. **NON-RENEWABILITY:** By granting this Agreement, Ducks Unlimited, Inc. makes no express or implied commitment to renew the Agreement after its termination or to grant the Lessee any future Agreement.

21. **DEFAULT:** If the Lessee breaches or defaults on any of the conditions or terms contained in this Agreement, and if the breach or default is not remedied within fifteen (15) days after the Lessee receives written notification of the breach or default from Ducks Unlimited, Inc., Ducks Unlimited, Inc. may re-enter the premises. After re-entry, Ducks Unlimited, Inc. may terminate the Agreement by giving seven (7) days written notice of termination to the Lessee. Without such notice, re-entry will not terminate the Agreement.

Upon termination, the Lessee shall deliver possession of the Property and Ducks Unlimited Inc. may recover from the Lessee all damages resulting from the breach, including the cost of recovering the Property and the balance of the rent due under this Agreement, which sum shall be immediately due Ducks Unlimited, Inc. from the Lessee. Whether or not it terminates this Agreement, Ducks Unlimited, Inc. may seek any other remedy available at law or in equity.

22. **RIGHTS OF AGENTS:** Where this Agreement grants rights to either Ducks Unlimited, Inc. or the Lessee, these rights shall extend to the agents or representatives of each party.


23. **NOTICE:** Where this Agreement requires written notice to be given to the Lessee, such notice shall be sufficient if it is hand-delivered to the Lessee or if it is mailed to the Lessee at the address set forth above. If notice is mailed, it shall be effective when deposited in the mail.

24. **INQUIRIES:** All inquiries concerning this should be addressed to:

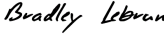
Ducks Unlimited, Inc.
Attn: Alex Rischette
2525 River Rd
Bismarck, ND 58503
(651) 769-5019
arischette@ducks.org

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument with the following signatures:

DUCKS UNLIMITED, INC.

DocuSigned by:
BY: 
388EEE42828C41D...

LESSEE – BRADLEY LEBRUN


DocuSigned by:
BY: 
125D14D057F1412...

TITLE: Director of Operations

DATE: 4/6/2024

DATE: 4/5/2024

JAMES MORELAND

DocuSigned by:
BY: 
22EAE0AF468B4FA...

DATE: 4/5/2024

EXHIBIT A.



EXHIBIT B.

