

Agreement Number: _____
(NRCS Use)

AGREEMENT TO ENTER CONTRACT FOR 30-YEAR LAND USE

THIS AGREEMENT is made by and between _____
_____ (“Landowner(s)”), and the UNITED STATES OF
AMERICA, by and through the Secretary of Agriculture (“United States”), on behalf of
the Commodity Credit Corporation (“CCC”). The Landowner(s) enter this Agreement
pursuant to the authority of _____

_____[Insert Tribal Resolution, etc.].
All of the obligations specified in this Agreement run to and obligate the Landowner(s).

The United States and the Landowner(s) agree that:

1. If the United States exercises this Agreement to Enter Contract for 30-Year Land Use (hereafter “Agreement”) pursuant to 7 CFR Part 1468, the Landowner(s) agrees to enter into a Contract for 30-Year Land Use (hereafter the “Contract”) which may require approval by the Bureau of Indian Affairs (BIA). Said Contract encumbers the land generally described or depicted on EXHIBIT A, (hereafter the “Property”). The Landowner(s) agree not to knowingly do, or allow others to do, any act by which the monetary or functional value of the Property may be diminished or encumbered.
2. Subject to the terms of this Agreement, the United States will obligate \$ _____ for consideration to enter into the Contract. The Landowner(s) agree to accept this amount as the full and final compensation for the Contract. This offer is based on an estimate of _____ acres, more or less, which may be subject to change based on a final acreage determination.
3. NRCS will not provide funding for more than 75 percent of the total restoration cost. The Landowner(s) agree that NRCS will withhold an amount equivalent to 25 percent of the projected restoration costs from the Contract payment in order to carry out the restoration on the Property in accordance with the Wetlands Reserve Plan of Operations (WRPO). If there is an increase in the final restoration costs from the projected restoration costs, the Landowner is responsible to provide additional funds up to 25 percent of the final restoration cost. If there is a decrease in the final restoration costs, the Landowner will receive the difference between the 25 percent of the final restoration costs and the amount withheld based on the projected restoration costs.

4. Landowner(s) must identify their preferred method for NRCS to provide financial assistance for the implementation of the WRPO and initial below:

Method: Federal Contract _____
 Landowner or Partner Agreement _____

5. With prior notice to Landowner(s), the United States in coordination with the Bureau of Indian Affairs, if applicable, may hereafter enter upon the Property for planning of land use. At its cost, the United States may survey and demarcate the Property and any associated access route.
6. The United States has until February 15, 20____, to enter into the Contract for up to the stated contract price. Prior to the expiration of this Agreement, the Landowner(s) and the United States may mutually agree to extend this Agreement only once until February 15, 20____. *[NOTE: The original expiration date entered will be February 15 of the second subsequent fiscal year following the fiscal year in which the Agreement is entered. The extension date entered will be February 15 of the following fiscal year. Therefore, if an Agreement is entered into in FY 2017, the expiration date would be February 15, 2019, and the extension date would be February 15, 2020.]* Landowner(s) acknowledges there will be a maximum of one extension and there are no alternative expiration dates.
7. Except for reasons beyond the control of the Landowner(s), if the Landowner(s) fail to enter into the Contract, the Landowner(s) will be in default and must pay the United States the amount of costs incurred by the United States for survey and all other actions taken after the date signed below, and in furtherance of this Agreement.
8. All terms and conditions of this Agreement are expressly stated herein, and there are no other related representations or promises. No member of or Delegate to Congress, or Resident Commissioner may be admitted to any share or part of this Agreement or benefit from it.

Landowner(s) have hereunto signed on this _____ Day of _____, 20__.

Landowner: _____

Landowner: _____

Landowner: _____

Landowner: _____

Landowner: _____

ACCEPTANCE BY NATURAL RESOURCES CONSERVATION SERVICE:

I _____(Name), _____(Title), being the duly authorized representative of the United States Department of Agriculture's Natural Resources Conservation Service, do hereby accept this Agreement with respect to the rights and duties of the United States of America.

Dated this _____ day of _____, 20_____.

Signature

Title

Optional Extension of the Agreement to Enter Contract for 30-Year Land Use

Prior to the original expiration date of this Agreement, the Parties mutually agree to extend this Agreement to the February 15 date identified in Paragraph 6. The Parties acknowledge that no further extensions of this Agreement are authorized.

Landowner(s) have hereunto signed on this _____ Day of _____, 20__.

Landowner: _____

Landowner: _____

Landowner: _____

ACCEPTANCE BY NATURAL RESOURCES CONSERVATION SERVICE:

I _____ (Name), _____ (Title), being the duly authorized representative of the United States Department of Agriculture’s Natural Resources Conservation Service, do hereby accept this Agreement extension with respect to the rights and duties of the United States of America.

Dated this _____ day of _____, 20__.

Signature

Title

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. (Not 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 to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (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.

This information collection is exempted from the Paperwork Reduction Act by Section 1246 of the Food Security Act of 1985, as amended.