

Exhibit B
Indiana Bat Range-wide In-lieu
Fee Program Area & Service Area Map

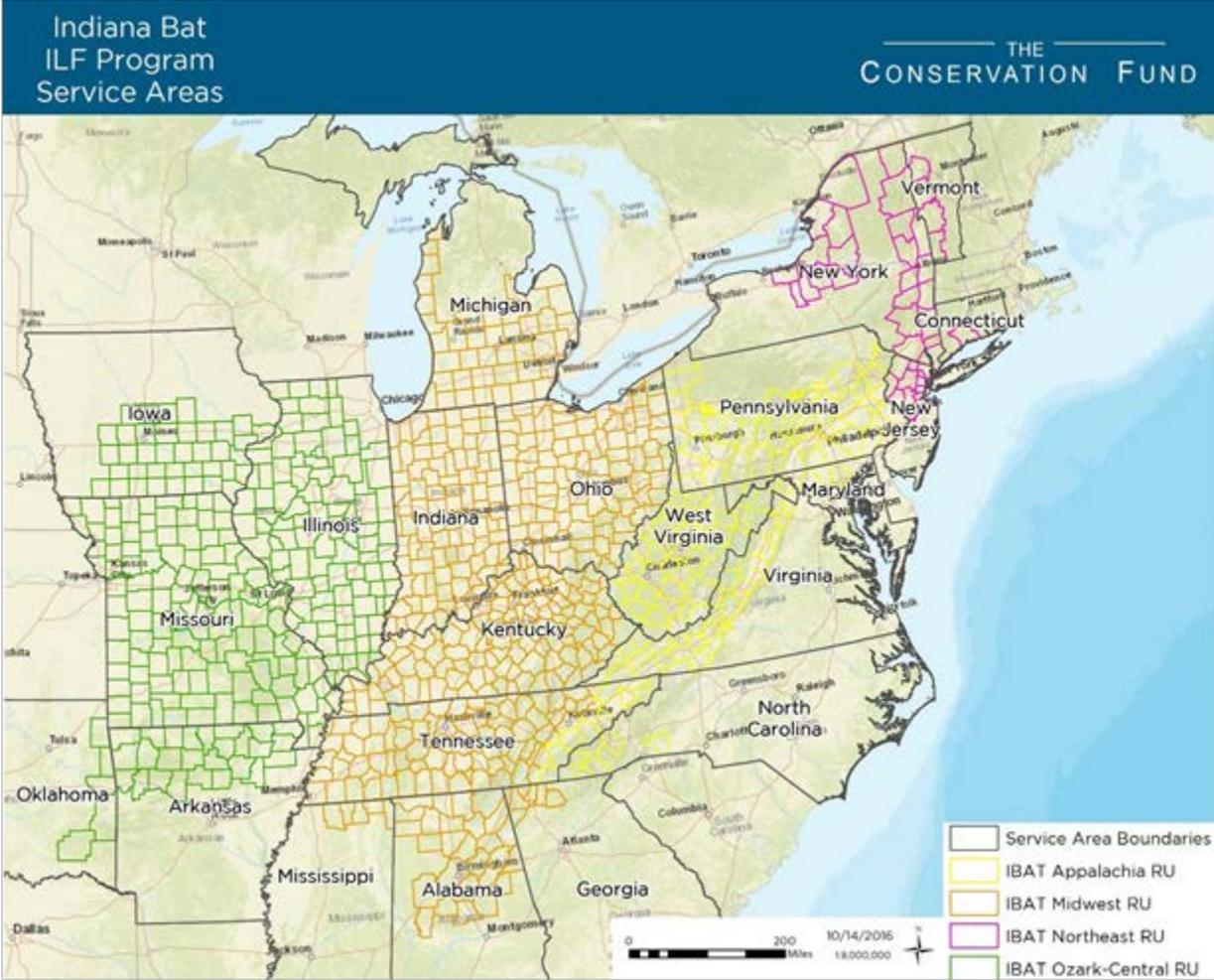


Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

The Compensation Planning Framework (CPF) describes the procedure that will be used to select, secure, and implement Indiana bat habitat preservation and restoration pursuant to the Range-Wide Indiana Bat In-Lieu Fee Program (ILF Program). The CPF is based on the guidance provided by the USFWS in the Programmatic BO. All specific ILF Mitigation Projects used to provide compensation for actions by the Transportation Agency (or other Authorized Users, per agreement by the local USFWS FO) must be consistent with the approved CPF.

Elements of the Framework:

Geographic service areas: As outlined in Section 11, the ILF Program establishes Service Areas that correspond to states that are contained fully or partially within the draft recovery units as designated in recovery plans for the Indiana bat (refer to Figure 1 for map of service areas).

Description of threats: The Indiana bat was one of 78 species first listed as being in danger of extinction under the Endangered Species Preservation Act of 1966. The 1967 Federal document that listed the Indiana bat as “threatened with extinction” did not address the five factor threats analysis later required by Section 4 of the ESA. The listing factors are:

1. The present or threatened destruction, modification, or curtailment of its habitat or range.
2. Overutilization for commercial, recreational, scientific, or educational purposes.
3. Disease or predation.
4. The inadequacy of existing regulatory mechanisms.
5. Other natural or man-made factors affecting its continued existence.

For full detail of these threats, please refer to 2007 Indiana Bat Draft Recovery Plan: First Revision.

Analysis of historic and current habitat resource conditions: The current range of the Indiana bat includes much of the eastern half of the United States (See Figure 1). The species has disappeared from, or greatly declined, in most of its former range in the northeastern United States due to the impacts of white nose syndrome (WNS). The current revised recovery plan delineates recovery units based on population discreteness, differences in population trends, and broad level differences in land use and macrohabitats. There are currently four recovery units for the Indiana bat: Ozark-Central, Midwest, Appalachian Mountains, and Northeast (See Figure 1).

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

Historically, the Indiana bat had a winter range restricted to areas of cavernous limestone in the karst regions of the east-central United States. Hibernacula are divided into priority groups that have been redefined in the USFWS's Draft Recovery Plan:

- Priority 1 (P1) hibernacula typically have a current and/or historically observed winter population of greater than or equal to 10,000 Indiana bats;
- P2 have a current or observed historic population of 1,000 or greater, but fewer than 10,000;
- P3 have current or observed historic populations of 50 to 1,000 bats; and
- P4 have current or observed historic populations of fewer than 50 bats.

Based on 2009 winter surveys, there were a total of 24 P1 hibernacula in seven States: Illinois (1); Indiana (7); Kentucky (5); Missouri (6); New York (3); Tennessee (1); and West Virginia (1). One additional P1 hibernaculum was discovered in Missouri in 2012. A total of 55 P2, 151 P3, and 229 P4 hibernacula are also known from the aforementioned States, as well as 15 additional States.

The historical summer range of the Indiana bat is thought to be similar to its modern range. However, the bat has been extirpated in many locations due to fragmentation and loss of summer habitat. The majority of known maternity sites have been located in forested tracts in agriculturally dominated landscapes such as Missouri, Iowa, Indiana, Illinois, southern Michigan, western Ohio, and western Kentucky, as well as the Northeast, with multiple spring emergence telemetry studies.

From 1965 to 2001, there was an overall decline in the range-wide population of the Indiana bat. Despite the discovery of many new, large hibernacula during this time, the range-wide population estimate dropped approximately 57% from 1965 to 2001, which has been attributed to causes (e.g., habitat loss/degradation, forest fragmentation, winter disturbance, and environmental contaminants). Between 2001 and 2007, the estimated range-wide population increased, from 496,027 to 635,349 Indiana bats. According to the 2015 Range-wide Population Estimate for the Indiana Bat¹ the total known Indiana bat population is estimated to be approximately 523,636, an 111,713 (17.6%) decrease from the 2007 range-wide estimate. For a complete account of the historic and current habitat resources conditions of the Indiana bat, refer to the 2007 Indiana Bat Draft Recovery Plan: First Revision.

Statement of habitat resource goals: The Transportation Agencies' conservation goal for the Programmatic BO and ILF Program is to offset adverse impacts to Indiana bats and promote recovery of the species. The USFWS and the Transportation Agencies have developed

¹ USFWS, *Revised 2015 Range-wide Population Estimate for the Indiana Bat, Myotis sodalists*, 2015.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

compensatory mitigation measures and conservation priorities for implementation where Transportation Projects and other Actions using the consultation process adversely affect Indiana bats. The Transportation Agencies will implement appropriate and practicable compensatory mitigation as described herein for adverse effects to Indiana bats. USFWS developed these measures after considering the effects of the action and the recovery actions identified in the Draft Recovery Plan (first revision) for the Indiana bat.

The objectives of compensatory mitigation implementation are to achieve standards for performing habitats, that is, habitat that will effectively support Indiana bat during its life-cycle in the present or future. Established objectives for each habitat and compensatory mitigation effort are provided below as detailed in the BO²:

Forest Habitat Restoration

Indiana bats are known to use many species of trees for roosting and foraging (see Table 5 of the draft recovery plan for a list of roost tree species). A restoration project will include the following unless otherwise approved by USFWS:

- Include each of three categories of trees: softwoods, hardwoods, and cottonwood (*Populus deltoides*) or other species that fulfill the same ecological requirements in a particular geographic area. The percentage of each category can be determined by the individual restoration goals and the site conditions. Each category of trees should be included in the mix, if native to the site/area;
- Use trees native to the restoration site and that are locally adapted, where practicable;
- Plant seedlings using a minimum density of 544 trees per acre (8 x 10) spacing;³
- Follow United States Department of Agriculture Natural Resources Conservation Service planting guidelines for site preparation, weed control, and type of trees (e.g., bare root seedlings) that are most suited to the restoration site.
- Enhancement must have specific goals and objectives (e.g., number of openings) that can be quantified to determine success and must be presented in a plan detailing how the mitigation will positively affect Indiana bat habitat.

² USFWS, *Programmatic Biological Opinion for Transportation Projects in the Range of the Indiana Bat and Northern Long-Eared Bat*, 2016. Page 50-53.

³ A marginally less dense planting (e.g., 10x 10 or 10 x12 spacing) can be implemented where conditions allow (e.g., restoration site is contiguous on one or more sides with an existing mature forest containing multiple Indiana bat suitable species) based on the recommendation of the restoration contractor with concurrence of the appropriate USFWS Field Office.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

Forest Habitat Protection

- Sites will be protected sufficiently to ensure the persistence of key components of Indiana bat habitat including but not limited to mature and senescent trees; wetlands, streams or other water sources; and functional travel corridors;
- Sites will be protected to preclude activities that will harm or disturb maternity colonies or staging/swarming bats including but not limited to development, intensive management (e.g., controlled burning except under a plan specific to protecting Indiana bats or improving Indiana bat habitat), and intensive recreation (e.g., off-road vehicle use or paved trails).

Winter Habitat Protection or Restoration

- A plan will be developed in conjunction with and authorized by the appropriate USFWS FO detailing the goals, measurable objectives, specific actions to achieve those objectives, and identified risks of any project involving work at a hibernaculum;
- A qualified bat biologist in coordination with the FO will supervise any protection (i.e., acquisition, easement, cave gating) or restoration of a hibernaculum;
- All protocols relevant to white-nose syndrome (WNS) will be adhered to.

The following are guidelines for monitoring compensatory habitat mitigation habitat under this range-wide programmatic consultation. Variations are permissible to account for the geographic location of the compensatory mitigation and/or the specific characteristics of the restoration site. Site monitoring is required to ensure that the compensatory mitigation was implemented according to the guidelines.

Forest restoration sites will be monitored/assessed:

- To provide initial confirmation that the site was planted using an appropriate species mix (the appropriate FO will provide review and recommendations concerning the species mix) and planting density;
- To confirm at least a 70% survival rate of planted species at 3 years and again at 7 years or to confirm a minimum stand density of planted and volunteer native trees equal to at least 70% of the planted density (e.g., planting on 8 x 10 spacing = 544 trees / acre and 70% is 381 native trees per acre);
- To determine whether or not invasive species threaten the function of the compensatory mitigation site as Indiana bat habitat – at Year 7 assess the site and if so these must be controlled to remove that threat between years 7 and 10.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

- To quantify the effects of enhancement and to describe the post-compensatory mitigation site condition along with a narrative of the expected improvement to Indiana bat habitat.

Forest protection sites will be monitored/assessed:

- To ensure all mitigation requirements have been met prior to acceptance of the site as compensatory mitigation.

Winter habitat compensatory mitigation sites will be monitored/assessed:

Cave Gating

- To determine whether or not the newly installed gate is affecting egress/ingress and/or swarming behavior of bats at the entrance of the cave by a qualified bat biologist using night-vision equipment during fall migration and fall swarming in the first autumn after the gate is installed, and to provide an overall assessment of the function of the gate;
- To establish the security of the gate digital photographs will be taken of the cave entrances and gates as part of a security inspection that will occur at least yearly in September or October - any identified breaches in gate security will be reported to the USFWS within 48 hours;
- To document the effectiveness of the gate, where practical speloggers and dataloggers should be installed inside the gate and checked annually between April 1 and May 31. Documentation of the effectiveness of the gate will occur for a limited period of time, as determined by the FO.

Other Winter Habitat Mitigation (e.g., restoring air flow, repairing structural problems, addressing flooding or contaminants issues):

- To document that the mitigation action (e.g., stabilizing a mine entrance) was completed according to specifications;
- To regularly evaluate the structural or functional integrity of the action;
- To verify the implementation or function of any other essential components of the mitigation as determined by the appropriate USFWS.

All compensatory habitat compensatory mitigation sites will be monitored/assessed:

- Provide an initial assessment/confirmation that the habitat slated for protection is suitable based on USFWS guidelines for summer foraging or roosting habitat; spring swarming/fall staging habitat, or winter habitat protection;

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

- ILF Mitigation Project Providers will confirm that the compensation is extant and that the compensatory mitigation requirements (e.g. site is being adequately protected) are being met at year three, and at year seven after the site's establishment. The monitoring may be done by site visits or remote sensing.
- The ILF Program will have a monitoring program that will be outlined in each ILF Mitigation Project Provider Agreement. USFWS and Transportation Agencies will use the monitoring information to evaluate the effectiveness of the conservation strategy and determine if the conversation strategy should be revised. Note that if the maternity colonies or hibernacula populations are no longer extant at the conservation sites, the compensatory mitigation completed or in-progress will not be affected (voided), provided the sites followed the appropriate site establishment and protection criteria.

Prioritization strategy: USFWS has prioritized the compensatory mitigation and conservation actions based on the effects of the transportation program on Indiana bats and the conservation needs of Indiana bats. The goal of the conservation program is to implement the highest priority compensatory actions for a Transportation Project or other Action where practicable. In some circumstances, USFWS may determine that a lower priority compensatory measure may provide a higher conservation value for Indiana bats in a given area or circumstance.

The ILF Program Instrument requires the establishment of a Conservation Focus Area (CFA) by the USFWS Field Office for each Service Area (state) that is mandatory for participation in the ILF Program. The purpose of establishing CFAs is to identify key areas in each Service Area in which to focus conservation efforts. The ILF Program will strategically look to consolidate compensatory mitigation requirements from multiple projects into larger compensatory mitigation sites within CFAs to provide greater ecological benefits for Indiana bats, when practicable.

Service area CFAs will likely incorporate the different Indiana bat habitat types (e.g., Summer Habitat CFAs, Winter Habitat CFAs). Collectively, these specific CFAs should consist of comparatively large areas containing the potential for preservation or restoration of Indiana bat habitat in key landscapes for Indiana bat conservation and recovery.

Establishing CFAs

The following criteria should be considered when delineating broader service area/state-specific CFAs in support of the conservation goals and compensatory mitigation priorities identified in this Compensation Planning Framework. Ideally, CFAs should include:

- Tier 1 mitigation priorities (described below)
- Tier 2 mitigation priorities (described below)

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

- Tier 3 mitigation priorities with the following guidance:
 - Must include suitable habitat for Indiana bats. This could be suitable summer (maternity) or staging/swarming habitat
 - May consist of areas of currently suitable habitat (and infrequently, restorable habitat – if restoration is part of the mitigation proposal) in-between and connecting known Indiana bat locations
 - May provide habitat for expansion or “shifting” of known maternity colonies (suitable habitat adjacent to current colony use)
 - May include bachelor or migratory habitat as defined by acoustic records or captures of adult males in summer, or telemetry along migratory routes
 - May be defined in association with proximate Indiana bat locations (e.g., hibernacula) in a neighboring state where state laws allow and Transportation Agencies agree
 - May prioritize areas of suitable Indiana bat habitat adjacent to existing conservation land or suitable habitat that coincides with an important landscape

The conservation priorities listed below focus on actions which are most beneficial to the species and ensure that effects considered in this consultation (i.e., impacts to individual bats and their summer roosting habitat) are adequately offset. Compensatory mitigation efforts will follow the highest priority option practicable unless there is a biological reason to select a lower priority option. Compensatory mitigation efforts should focus on protecting larger blocks of habitat (generally 50 acres or larger within a single maternity colony home range) and enhance and enlarge existing habitat blocks or provide connectivity across the landscape to achieve meaningful conservation.

TIER 1

Protect/Restore Summer Habitat

- Summer habitat compensatory mitigation must be focused within a roughly 2.5-mile radius around the center of documented roosts or within a roughly 5-mile radius around the center of capture locations where the roosts are not documented (i.e., radio telemetry was not done or did not identify roost trees).
- Summer habitat compensatory mitigation should focus on protecting larger blocks of occupied habitat, associated buffer areas, and connecting corridors. Compensation may include protection/restoration of roosting habitat, foraging habitat or corridors. If protection or restoration of corridors is used, the corridors must connect habitat patches

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

of at least 20 acres of suitable habitat to ensure the corridors actually provide meaningful connectivity.

- Protection/Preservation of suitable forested habitat within the maternity colony home range should focus on protecting forest within or adjacent to forest blocks with documented captures, roosts, telemetry, or acoustic detections, when this type of information is available.
- Restoration of forested habitat should focus on expanding forest patches within the maternity colony home range with documented captures, roosts, telemetry or acoustic detections. Restoration of summer habitat can meet compensatory mitigation requirements only where the forest cover within the maternity colony (2.5-mile or 5-mile radius circle) is less than 30%.

TIER 2

Protect/Restore Staging/Swarming Forested Habitat

- Compensatory mitigation should occur within a roughly 5-mile radius around a P1 or P2 hibernaculum opening.
- Staging/swarming compensatory mitigation can include either protection alone or restoration with protection of the restored site. Protection will consist of existing forested habitat suitable for foraging Indiana bats. Restoration will consist of planting hardwood trees native to the area of the hibernaculum. Restoration should take precedence over protection around hibernacula where suitable forest habitat is limited as determined by the appropriate USFWS FO.
- Both protection and restoration compensatory mitigation sites must be located within roughly 1,000 feet of existing forested habitat or connected to existing habitat by a forested corridor.
- Staging/swarming compensatory mitigation can occur in specific cases around P3 and P4 hibernacula where: a) suitable forest within a 5-mile radius around P3 or P4 hibernacula is extremely limited as determined by the appropriate USFWS FO, or b) Indiana bats have shown resistance to WNS by persisting several years after WNS was recorded at the hibernaculum.

Protect/Manage Hibernacula

- Protection of hibernacula can occur at any occupied Indiana bat hibernaculum subject to a known, existing threat. A known, existing threat is defined as the occurrence of one or more un-gated entrances, an entrance which is unstable and in danger of collapse, or other threats (e.g., contaminants) that can be determined and successfully alleviated.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

- In specific cases, restoration of a degraded, occupied hibernaculum can count towards offsetting impacts where, for example, changes to air or water flow has made the hibernaculum less suitable.
- The conservation value of a particular hibernaculum proposed for protection depends on circumstances applicable to that particular site; therefore, standard multipliers are not provided and must be determined on a case-by-case basis. Factors that influence the value of a particular protection site include, but are not limited to: (1) the relative significance of the site to the conservation and recovery of Indiana bats; (2) the quality of the habitat; (3) the level of protection afforded; (4) the degree of risk to the site without the proposed mitigation measure; and (5) the site's position within the landscape (e.g., proximity to other hibernacula).

TIER 3

Protection of Potential Indiana Bat Conservation Lands

- If justified biologically and consistent with the rationale for the State-specific CFA, the local FO may allow for compensation in the form of protection of unoccupied Indiana bat habitat. This option can only be implemented when higher priority conservation options are not available within the three-year compensation time frame.
- Prior to establishing Tier 3 CFAs, States should strive to identify new Indiana bat summer and/or winter occurrences via acoustic sampling, tracking of spring emergent females, targeted summer presence/probable absence surveys, or other approved methods.

Applied Research

Applied research projects may be included in the ILF Program if determined by the Applicable USFWS FO as the highest practicable conservation effort available or if the research is expected to provide substantial future conservation benefits. Applied research can yield specific information that will improve some aspect of the compensatory mitigation actions of this programmatic or overall conservation of the species. For example, surveys can be used to identify previously unknown maternity colonies or research studies can focus on ways to better protect hibernacula, such as more effective gating. Research will be evaluated similarly to other non-acre specific habitat improvements (such as cave gating) to determine the cost of equivalent credits to offset impacts. This option is expected to be rarely used.

Long-term protection and management strategies and activities: The long-term protection and management of sites ensures that compensatory offsets are established in perpetuity. Preserved compensatory mitigation sites will have long-term protection provisions established at the time of the purchase of land. Restoration on compensatory mitigation sites will be monitored during the performance period until all ecological performance measures are met and

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

then will enter the long-term management phase. Long-term management needs should focus only on ensuring that compensatory mitigation sites remain suitable habitat for the Indiana bat. Management and maintenance of each protected site using ILF Program funds will only include activities that directly relate to ensuring the suitability of Indiana bat habitat and removal of any impacts that affect habitat suitability. For example, long-term management funds may be spent on the removal of invasive kudzu because it could kill forest cover or make roosts unsuitable for bats. However, funds will not be used to remove garlic mustard since this species is unlikely to cause the habitat to become unsuitable for the bat. In general, self-sustaining compensatory mitigation sites will receive priority ranking among compensatory mitigation site proposals, any site in need of long-term funding for management will not be precluded from selection, but the severity of need will be taken into account during the selection process.

Long-term Management/Site Stewardship

ILF Mitigation Projects will be designed, to the maximum extent practicable, to be self-sustaining once performance standards have been achieved. The ILF Program Sponsor will ensure that ILF Mitigation Projects are maintained and managed to protect their long-term viability as functional bat habitat in accordance with the ILF Program Instrument.

Following the performance period, ILF Mitigation Projects will be managed in accordance with long-term stewardship guidelines. A Long-term Management Plan will be submitted as part of the Project Development Plan for approval by the Applicable USFWS FO.

The ILF Mitigation Project Provider will either retain ownership of ILF Mitigation Project properties or upon approval by the USFWS, transfer interests in property in part or in whole to a qualified local land manager such as a tribe, conservation district, or a non-profit land trust or other non-profit organization that has experience in conservation land management. Management costs will be estimated in the Long-term Management Plan, when necessary. Written request for long-term management funds to implement actions in accordance with the plan will need to be submitted and approved by the applicable USFWS FO as part of the approval of the ILF Mitigation Project.

Regardless of who owns the ILF Mitigation Project properties, the recorded site protection mechanism will ensure long-term protection of the site for its suitability as habitat for and support of the Indiana bat. The site protection mechanism must grant the USFWS, ILF Mitigation Project Provider, Program Sponsor, and/or Long-term Steward access for monitoring and enforcement, and stipulate long-term protection obligations.

Evaluation and Reporting

In addition to annual monitoring reports, which describe how well individual ILF Mitigation Projects are achieving performance standards, objectives, and goals, every 5 years, the ILF Program Sponsor will review how the ILF Program as a whole is meeting the goals and

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

objectives within each Service Area. Each USFWS FO will review and update the CFA for each Service Area as needed based on new information, changing conditions, and the effects of restoration activities completed by other programs. The ILF Program Sponsor will submit a report to the USFWS describing the progress the ILF Program has made within each Service Area/state. This report will also identify any changes that may be needed in the CPF for the ILF Program.

Compensatory Mitigation Determination Procedure

Impacts and compensatory mitigation under this ILF Program will be quantified in acres. Impacts at the Transportation Project sites and other areas where Actions occurred will be measured in acres. Any protection or improvement to species habitat in accordance to conservation priorities will also be measured in acres. It is expected that there may occasionally be compensatory mitigation projects (e.g. cave gating, mine stabilization) that may be proposed to offset impacts that will not use acres as the unit of measurement; in these instances, the Applicable USFWS FO will review for approval only if determined to have unequivocal benefit to the species and a supported quantification of the credits for the compensatory mitigation.

The USFWS has developed the compensatory mitigation ratios to offset the adverse effects of actions on the Indiana bat and to guide conservation for the species. The factors used in developing these offset ratios are outlined in the Programmatic BO.⁴

Overall, the objective of using these methods is to estimate and quantify:

- A. The loss of functions and values when there is a loss or take of an Indiana bat or its habitat at a proposed Transportation Project or other Action site, and
- B. The gain in functions and values that result from compensatory mitigation (preservation or restoration on a compensatory mitigation site).

Method for Determining Compensatory Mitigation

The ILF compensatory mitigation determination process will begin with the assessment of unavoidable impacts to habitat functions resulting from the proposed development or maintenance action by the Transportation Agencies (Transportation Project) or other Authorized Users (Action) that will occur in coordination with USFWS and in accordance with the Programmatic BO. Once potential impacts are assessed, they will be quantified into acres of habitat lost at the proposed Transportation Project or Action site. To determine the number of compensatory mitigation acres needed to offset those impacts at the proposed Transportation

⁴ USFWS, *Programmatic Biological Opinion for Transportation Projects in the Range of the Indiana Bat and Northern Long-Eared Bat*, 2016. Page 47-53.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

Project or Action site, a ratio method will be used to quantify acres of functional loss to habitat (forest) at the Transportation Project or Action site to the number of acres needed to compensate for those impacts.

The Indiana bat compensatory mitigation ratios and rationale are described below and shown in Table 1. Due to the nature of impacts anticipated by the Transportation Agencies, impacts will be measured on a per acre basis of impacted suitable forest habitat and ratios will be applied as outlined in Table 1 to determine the total number of acres needed to offset those impacts.

Table 1: Compensatory mitigation ratios for Indiana bat

Project Location	< 30% Forest Cover (within County)		≥ 30% Forest Cover (within County)	
	Active*	Inactive*	Active*	Inactive*
0-100 ft. edge of road/rail ballast	1.5	NLAA	1.25	NLAA
0-100 ft. edge of road/rail ballast – documented roosting/foraging habitat	2.25	1.75	2	1.5
100-300 ft. edge of road/rail ballast	2.25	1.75	2	1.5

*Consult with the USFWS Field Office to determine appropriate timeframes to determine active and inactive forest cover.

Use of the compensatory mitigation ratios involves ranking the impact of a Transportation Project or other Action on the species. Each box of the matrix is ranked from highest to lowest in terms of significance of the adverse effect, which allows for determination of minimum and maximum mitigation ratios. The percent likelihood of an “all roost” occurrence within a certain distance of pavement (0-100 ft. = 3.5%; 100-300 ft. = 8.7%) is first considered (i.e., lower percent of occurrence equals a decrease in significance of the effect). Next, the timing of the habitat removal is considered (i.e., direct effects vs. indirect effects). Finally, percent forest cover/habitat availability is considered (i.e., less habitat equals increase risk to fitness of a maternity colony). By comparing these factors, USFWS is able to discern a hierarchy of effects and assign appropriate ratios.⁵ As provided in Figure 2 the impact(s) of the Transportation Project or other Action should be divided into the action or impact types (by location) and then quantified to yield the acreage of impact for each action.

For impacts of less than 0.5 acre where it may be difficult to make an area measurement, but where compensatory mitigation is appropriate because of the quality of the habitat,

⁵ USFWS, *Programmatic Biological Opinion for Transportation Projects in the Range of the Indiana Bat and Northern Long-Eared Bat*, 2016. Page 47.

Exhibit C
Range-Wide Indiana Bat In-lieu Fee Program
Compensation Planning Framework

Transportation Agencies and other Authorized Users should either estimate the area of canopy cover or count each suitable roost tree and multiply by 0.09 acre/tree to determine the acreage of suitable habitat loss (this is referred to as the Single Tree Method). Small area impacts lend themselves particularly well to using an ILF Program that can take a landscape-level approach to compensatory mitigation. For impacts involving the loss or alteration of blocks of forested habitat, the acreage of the impact is determined by identifying the perimeter and area of the impact with GPS or GIS technology (i.e., the Habitat Block method).

Once the acreage of habitat loss has been determined for each Action using the Single Tree and/or Habitat Block method(s), the impact information should then be multiplied by the appropriate ratio to yield the amount of compensatory mitigation in acres required for each action or impact type. This may require applying multiple habitat types and more than one ratio from Figure 2 depending on the size and complexity of the Transportation Project or other Action and the habitat in the project area. The local USFWS FO will assist Transportation Agencies and other Authorized Users in determining compensatory mitigation as necessary.⁶

Once the number of acres needed for mitigation has been determined, then the Mitigation Fee charged by the ILF Program can be determined to offset the Action. The Mitigation Fee must be approved by the USFWS FO and a confirmation letter issued by the USFWS FO prior to Transportation Project or other Action implementation and any Mitigation Fee payment to the ILF Program.

⁶ USFWS, *Programmatic Biological Opinion for Transportation Projects in the Range of the Indiana Bat and Northern Long-Eared Bat*, 2016. Page 48.

Exhibit D
Range-Wide Indiana Bat In-Lieu Fee Program
Project Development Plan Outline

Compensatory Mitigation Project Implementation

The ILF Program Sponsor is responsible for overseeing and coordinating compensatory mitigation project (“ILF Mitigation Project”) implementation, including necessary implementation of restoration measures, monitoring and maintenance of ILF Mitigation Projects during the Performance Period, as required in each ILF Mitigation Project’s Project Development Plan and approved by the USFWS.

D.1 Development Plan

This Exhibit to the ILF Program Instrument serves to provide a standard outline of the information that shall be contained within the Project Development Plan for each ILF Mitigation Project. The Project Development Plan shall also serve as the proposal form for third-party mitigation providers submitting projects to the ILF Program for consideration of selection as an approved ILF Mitigation Project to receive funding for establishment. The plan will include a description of the property and detail preservation or restoration measures needed on the site, including:

1. Goals and Objectives: A description of the habitat resource type(s) and amount(s) that will be provided in acres or other metrics where appropriate (e.g., cave gating) and the functions targeted for preservation or restoration as it relates to the conservation focus area (CFA) priorities.
2. Site Selection: An assessment of the factors considered during the site selection process with guidance from a provided checklist.
3. Site Protection Instrument: A description of the legal arrangements and instrument that will ensure the long-term protection of the compensatory mitigation site.
4. Determination of Habitat Acres: A description of the number of habitat acres to be provided from the ILF Mitigation Project, including a brief explanation of the rationale for this determination. The area determined to provide the acreage must be clearly delineated. Delineation must also identify features that would not be considered for mitigation acres such as developed areas within the property, prior mitigation projects, and previously implemented restoration projects.
5. Cost and Timeline of Implementation: The ILF Mitigation Project Provider will provide a full cost estimate for acquiring, restoring (if applicable), monitoring, and managing in the long-term and a timeline for completion within the 3-year limit, noting major milestones.

6. **Baseline Site Information:** A description of the ecological characteristics of the proposed site, including last known occurrence of Indiana bats on the site and/or distance to closest documented occurrence.
7. **Performance Criteria:** Assessment of which ecological and measurable standards will need to be reached to achieve functional habitat objectives. Ecological performance criteria will be used consistently across the species range for each potential mitigation type and detailed in Exhibit C, Compensation Planning Framework.
8. **Compensatory Mitigation Work Plan:** If applicable, provide detailed written specifications and work descriptions for the ILF Mitigation Project to reach suitable habitat function, including geographic boundaries; restoration methods, timing, and sequence of work; including methods for establishing the desired tree and plant community; and plans to control invasive plant species; etc.
9. **Maintenance Plan:** A description and schedule of maintenance requirements to ensure the continued viability of the habitat resource once initial construction is completed to meet ecological performance standards.
10. **Monitoring Requirements:** A description of parameters to be monitored in order to determine if the ILF Mitigation Project is on track to meet Performance Standards and if Adaptive Management is needed. A schedule for monitoring and reporting on monitoring results will also be included.
11. **Long-term Management Plan:** A description of how the ILF Mitigation Project will be managed after achievement of Performance Standards to ensure the long-term sustainability of the resource, including long-term financing mechanisms and the Long-term Steward responsible for long-term management.
12. **Adaptive Management Plan:** A management strategy to address unforeseen changes in site conditions or other components of the project, including the party or parties responsible for implementing adaptive management measures. The Adaptive Management Plan will guide decisions for revising Project Development Plans and implementing measures to address both foreseeable and unforeseen circumstances that adversely affect the ILF Mitigation Project's success.
13. **Other information, such as**
 - a. Nearby mitigation or restoration projects or other existing protected lands and how the proposed ILF Mitigation Project may complement them.
 - b. Adjacent (generally within 2.5 or 5 miles) land uses and potential effects of adjacent land uses on the ILF Mitigation Project.
 - c. Other information as identified by the USFWS as necessary for inclusion in the Project Development Plan.

All Project Development Plans for proposed ILF Mitigation Projects for this Program will be reviewed by the appropriate USFWS Field Office; the Field Office will coordinate with the USFWS National Transportation Liaison as appropriate to make approval decisions on all submitted Development Plans.

EXHIBIT E
RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM INSTRUMENT
FEE SCHEDULE FOR CALCULATING COMPENSATORY MITIGATION FEES

Table 1: Compensatory Mitigation Fee Formula

Estimated Land Value	Estimated per acre cost ^{1/}
Estimated Real Estate Transaction Costs	\$12,000 ^{2/}
Estimated Restoration & Adaptive Management Costs	Estimated per acre cost ^{3/}
Title & Closing Costs	2% of estimated land value
Estimated Real Estate Assurance Costs	5% of estimated land value
Project Cost Subtotal	Sum of above categories
ILF Program Administrative Fee	8% of project cost subtotal
Contingency Costs	2% of project cost subtotal
TOTAL FEE PER ACRE	Project Cost Subtotal + Admin Fee + Contingency Costs

- Notes:
1. Estimated land value will be determined by USDA Farm Land Values for each state (Refer to Exhibit F, Table 2).
 2. One-time fee; estimated cost of fees related real estate transactions; this number is divided by the number of acres to provide the per acre fee cost
 3. Restoration and adaptive management costs were derived from USDA NRCS EQUIP restoration cost estimates for each state, and an \$1,800 per acre cost has been included for 2017.

EXHIBIT E
RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM INSTRUMENT
FEE SCHEDULE FOR CALCULATING COMPENSATORY MITIGATION FEES

September 2019 – September 2020

Table 2: Estimated Cost Per Acre Land Values by Service Area

ILF Service Area	Estimated Per Acre Compensatory Mitigation Fee By Service Area
Alabama	\$5,848
Arkansas	\$6,106
Connecticut	\$16,546
Georgia	\$6,283
Illinois	\$10,762
Indiana	\$10,762
Iowa	\$10,656
Kentucky	\$6,694
Maryland	\$11,679
Michigan	\$8,034
Mississippi	\$5,495
Missouri	\$6,200
New Jersey	\$18,074
New York	\$6,024
North Carolina	\$7,705
Ohio	\$9,598
Oklahoma	\$4,402
Pennsylvania	\$9,809
Tennessee	\$6,894
Vermont	\$6,471
Virginia	\$7,670
West Virginia	\$5,354

EXHIBIT F

**TRANSACTION RECEIPT
RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM**

TRANSACTION RECEIPT
RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM
Compensatory Mitigation Provider: _____, Program Sponsor
Authorized User:
Transportation Project or Other Action Name:
Transportation Project or Other Action Location:
Service Area:
Has Conservation Focus Area (CFA) for Service Area been provided? <input type="checkbox"/> Yes <input type="checkbox"/> No* *If USFWS FO has not provided CFA for Service Area, Mitigation Fees cannot be accepted.
USFWS FO Point of Contact:
Acres Impacted by Transportation Project or Other Action:
Acres Needed for Mitigation (document on addendum if other than acres):
Mitigation Fees Received by Program Sponsor:
Transfer of Responsibility for Compensatory Mitigation: _____, as Program Sponsor, hereby accepts the Mitigation Fees set forth above and assumes responsibility for compensatory mitigation of impacts to Indiana Bats and/or their habitat quantified as "Acres Needed for Mitigation" as set forth in this Transaction Receipt, in accordance with the terms and conditions of the Range-Wide Indiana Bat In-Lieu Fee Program Instrument dated _____, 2017.
USFWS FO Confirmation Document must be attached to this Transaction Receipt for it to be valid.

_____, **AUTHORIZED USER**

Name and Title

Date

_____, **PROGRAM SPONSOR**

Name and Title

Date

EXHIBIT G
ILF MITIGATION PROJECT PROVIDER AGREEMENT
RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM

Project Title: _____

ILF Mitigation Project Provider: _____

Long-term Steward: _____

_____, ILF Mitigation Project Provider, is responsible for complying with all conditions of this ILF Mitigation Project Provider Agreement (the "Agreement"), including all referenced attachments. _____, Long-term Steward, is responsible for implementing the Long-term Management Plan in accordance with Section IV.5 of this Agreement and Attachment D-1.

For the purposes of this Agreement, _____ is referred to as "Program Sponsor;" the U.S. Fish and Wildlife Service _____ State Field Office is referred to as "USFWS;" _____ is referred to as the "ILF Mitigation Project Provider;" and _____ is referred to as the "Long-term Steward."

In consideration of their respective compliance with the terms of this Agreement and relevant Attachments, Program Sponsor has agreed to reimburse funds to the ILF Mitigation Project Provider and the Long-term Steward from the Range-wide Indiana Bat In-Lieu Fee Program ("ILF Program") Account, subject to the terms and conditions set forth below.

I. AWARD: An award of \$_____ (the "Award") to the ILF Mitigation Project Provider has been approved, which includes funds for the Long-term Steward, for the purposes of satisfactorily implementing the proposed project entitled _____ (the "Project"), as more fully described in the Project Proposal and Budget, dated _____ (the "Project Proposal and Budget"), attached hereto as **Attachment A**. The Project Proposal and Budget includes the allocation of Award funds and any matching funds being used to complete the acquisition, restoration and long-term maintenance components of the Project, as applicable.

II. PURPOSE: The Award proceeds shall be used to assist with implementation of the Project which involves the acquisition of the [fee simple/conservation easement interest] in _____ +/- acres of land located in _____ (the "Property") [and restoration of the Property as Indiana bat habitat], as more fully described in the Project Proposal and Budget. The information contained in the Project Proposal and Budget shall remain true, accurate and correct through the date of closing on the Project. The ILF Mitigation Project Provider must promptly notify Program Sponsor of any material changes to the information contained in the Project Proposal and Budget, which changes shall be subject to Program Sponsor's prior approval as a condition to disbursement of funds.

The Award may be used to fund certain eligible costs for the Project consisting of the purchase of land or a conservation easement, due diligence expenses, legal and closing costs, restoration costs, and/or conservation easement enforcement and monitoring, in each case as applicable to the Project, and all of which are more fully set forth in the Project Proposal and Budget. A total of \$_____ of the Award shall be allocated toward [costs of acquiring the property/conservation easement, including the purchase price, due diligence expenses, legal and closing costs, and \$_____ of the Award shall be allocated to long-term management, maintenance, monitoring and enforcement costs, and \$_____ of the Award shall be allocated to Property restoration costs]. Award funds will be

used solely to cover costs associated with implementing the Project in accordance with the Project Proposal and Budget. No portion of the Award funds may be used to cover general operating expenses, overhead, or other indirect expenses.

III. PERIOD OF PERFORMANCE: The period of performance shall be a period of time commencing on the date the last party to this Agreement signs this Agreement and terminating on _____.

IV. AWARD CONDITIONS: The Award is made to the ILF Mitigation Project Provider and the Long-term Steward subject to the following terms and conditions:

1. Due Diligence. The ILF Mitigation Project Provider shall conduct due diligence for the Project in a manner that meets the due diligence standards and adheres to the time frames attached hereto as **Attachment B**. Program Sponsor shall have fifteen (15) business days to review and provide comments on the due diligence materials. Approval of the due diligence materials by Program Sponsor shall be a condition precedent to reimbursement of Award proceeds to ILF Mitigation Project Provider. Any deviation from the due diligence standards or the time frames set forth in Attachment B must be agreed to in writing between ILF Mitigation Project Provider and Program Sponsor.
2. Notice of Award Agreement. The Property being acquired with the Award shall be subject to the activity and use restrictions set forth in the Notice of Award Agreement appended to this Agreement as **Attachment C**. The ILF Mitigation Project Provider shall provide Program Sponsor with a draft of the Notice of Award Agreement for review according to the schedule set forth in Attachment B. Program Sponsor's approval of the draft Notice of Award Agreement shall be a condition precedent to disbursement of Award proceeds. The Notice of Award Agreement shall be recorded in the appropriate land records in the County where the Project is located immediately after recording of the Deed or Conservation Easement.

The USFWS shall be named as a third party beneficiary in the Notice of Award Agreement and shall be a party authorized and empowered to monitor and assist with enforcement of the terms of the Notice of Award Agreement. All monitoring and enforcement activities shall be carried out in USFWS' sole and absolute discretion.

3. Closing Documents. For acquisition projects, the ILF Mitigation Project Provider shall provide to Program Sponsor the documents set forth in **Attachment B** prior to the closing on the acquisition of the Property or Conservation Easement (the "Closing Documents"). Program Sponsor shall have fifteen (15) business days to review and provide comments on the Closing Documents. Approval of the Closing Documents by Program Sponsor shall be a condition precedent to reimbursement of Award proceeds to ILF Mitigation Project Provider.
4. Long-term Management Plan[and Restoration Plan].

[For Projects that do not include a Restoration Plan]

The ILF Mitigation Project Provider and/or the Long-term Steward have completed a Long-term Management Plan that was included with the Project Proposal, which describes the long-term management, monitoring, maintenance and operation of the Project. The Long-term Management Plan was prepared using the template attached hereto as **Attachment D** and is attached hereto as **Attachment D-1**.

The Long-term Management Plan was subject to the review and prior approval of the USFWS, which occurred at the time the Project was approved. Prior to closing and disbursement of any Award proceeds, the ILF Mitigation Project Provider, Long-term Steward and the USFWS must execute and date the final approved Long-term Management Plan, the official copy of which will remain on file in the offices of the USFWS. The Long-term Steward shall manage, monitor, maintain and operate the Project in accordance with the provisions of the approved Long-term Management Plan. Any changes to the Long-term Management Plan shall be subject to the prior written approval of USFWS. This provision shall survive the completion of the Project and the termination of this Agreement.

The Long-term Steward shall assume responsibility and liability for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan, when the permanent site protection instrument for the Project site is recorded in the appropriate land records. Upon Program Sponsor's submission to USFWS of an Annual Report for the ILF Program that describes the Project, Program Sponsor and the ILF Mitigation Project Provider (if different from the Long-term Steward) shall be released from all further responsibility and liability associated with the Project, unless USFWS releases Program Sponsor and ILF Mitigation Project Provider from such responsibility and liability at an earlier date.

[For Projects that include a Restoration Plan:]

The ILF Mitigation Project Provider has completed a Restoration Plan that was included with the Project Proposal, that describes the actions to be taken to cause the ecological function of the Project site to return or establish habitat conditions conducive to Indiana bats, and includes performance standards ("Performance Standards") approved by USFWS. The Restoration Plan is attached hereto as **Attachment D-2.**

The ILF Mitigation Project Provider will monitor the Project relative to the Performance Standards within thirty (30) days following the completion of restoration activities, and repeat this monitoring three (3) years after completion, and seven (7) years after completion. If Performance Standards are met at the end of the first seven (7) years and no Adaptive Management is required, at such time, the Long-term Steward shall assume responsibility and liability for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan. Upon such assumption of responsibility and liability, Program Sponsor and ILF Mitigation Project Provider (if different from the Long-term Steward) shall be released from all management, maintenance, monitoring, operation and other responsibilities associated with the Project.

If Performance Standards are not met at the end of seven (7) years and Adaptive Management is required, the ILF Mitigation Project Provider must develop an Adaptive Management Plan for approval by Program Sponsor and USFWS. The ILF Mitigation Project Provider must implement, and revise as necessary, the Adaptive Management Plan for three (3) additional years. At the end of such three (3) additional years of Adaptive Management, the Long-term Steward shall assume responsibility and liability for continued Adaptive Management and for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan. Upon such assumption of responsibility and liability, the ILF Mitigation Project Provider and Program Sponsor are released from management, maintenance, monitoring, operation and other responsibilities associated with the Project. The Long-term Steward will have responsibility and liability for continued Adaptive Management until Performance Standards are met, or until the USFWS approves terminating the Adaptive Management Plan, and will have responsibility for implantation of the Long-term Management Plan.

For purposes of this Agreement, Adaptive Management means actions to address unforeseen changes in Project site conditions or other components of the Project. An “Adaptive Management Plan” is a management strategy to address unforeseen changes in Project site conditions or other components of the Project, including the party or parties responsible for implementing adaptive management measures.

5. Compliance Report. The ILF Mitigation Project Provider shall submit a Compliance Report to Program Sponsor and USFWS using the template attached hereto as **Attachment E** on an annual basis following the closing until responsibility for the Project has transferred to the Long-term Steward. The Long-term Steward shall submit a Compliance Report to USFWS using the template attached hereto as **Attachment E** on an annual basis after responsibility for the Project has transferred to the Long-term Steward. The ILF Mitigation Project Provider and the Long-term Steward further agree to cooperate fully with representatives of the USFWS and provide any information requested to monitor the compliance of the ILF Mitigation Project Provider’s Project, including on-site visits to the Property.

Compliance Reports shall be submitted annually by January 31 beginning the year following closing to the USFWS Field Office Points of Contact:

_____ **Field Office:**

U.S. Fish and Wildlife Service

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____@fws.gov

V. ILF MITIGATION PROJECT PROVIDER AGREEMENT AND ATTACHMENTS: This fully executed ILF Mitigation Project Provider Agreement and the documents identified in Attachment B Phase 2 must be submitted to Program Sponsor at the beginning of the Period of Performance.

VI. DISBURSEMENT OF AWARD PROCEEDS:

1. For Acquisitions. Award proceeds for the acquisition of the fee simple interest in or a conservation easement over a Project shall be either paid to the Closing Agent’s Escrow Account (if funding is provided for the Closing) or reimbursed to the ILF Mitigation Project Provider, in accordance with the time frames set forth in Attachment B Phase 3 and following Program Sponsor’s receipt of all items identified in Attachment B Phase 3 and satisfaction of all conditions precedent to Award disbursement set forth in Section IV above.
2. For Restoration Projects. Award proceeds for implementation of the Restoration Plan shall be reimbursed to the ILF Mitigation Project Provider within thirty (30) business days following receipt of all items identified in Attachment B Phase 3 and satisfaction of all conditions precedent to Award disbursement set forth in Section IV above.
3. For Long-term Management. Award proceeds for implementation of the Long-term Management Plan shall be disbursed to the Long-term Steward upon the transfer of and assumption of responsibility and liability pursuant to Section V.4.

liability, judgments, actions or suits of any kind whatsoever arising from the Award, the Project or any product funded by this Agreement. Award recipients that are agencies of Federal, State or Local governments, shall be required to indemnify Program Sponsor and USFWS to the extent allowed by applicable law. If a Federal, State or Local government is by law barred from indemnifying Program Sponsor and USFWS, a letter so stating and citing the appropriate statute must be submitted to Program Sponsor and USFWS.

XI. PUBLICITY: Copies of any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Project and the Award will be provided to Program Sponsor and the USFWS as part of the reporting process with draft copies being provided to Program Sponsor for review and comment at least ten (10) business days prior to publication. The ILF Mitigation Project Provider and the Long-term Steward give Program Sponsor and the USFWS the right and authority to publicize Program Sponsor and USFWS' cooperative financial support for the Project, the Award, the ILF Mitigation Project Provider and the Long-term Steward in press releases, publications and other public communications, and to use the names, likenesses, logos or other official representations of the ILF Mitigation Project Provider and the Long-term Steward in such communications.

XII. NOTICE: All notices and correspondence between the parties should be addressed to:

PROGRAM SPONSOR:

Phone: (____) _____
Fax: (____) _____
E-mail: _____@_____

With a copy to:

Phone: (____) _____
Fax: (____) _____
E-mail: _____@_____

USFWS FIELD OFFICE:

U.S. Fish and Wildlife Service

Phone: (____) _____
Fax: (____) _____
E-mail: _____@[fws.gov](mailto:_____@fws.gov)

ILF MITIGATION PROJECT PROVIDER:

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____

LONG-TERM STEWARD:

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____

ILF Mitigation Project Provider and Long-term Steward must notify Program Sponsor immediately concerning changes to point of contact, address, telephone, etc.

XIII. MISCELLANEOUS:

1. Amendments. Any material change to the Project, the Project Proposal or Budget, or this Agreement shall be subject to the prior written approval of Program Sponsor. **The ILF Mitigation Project Provider must receive written acceptance of any proposed changes prior to proceeding further with the Project.**
2. Assignment and Subcontracts. Neither the ILF Mitigation Project Provider nor the Long-term Steward shall assign or convey any rights or benefits arising from the Award or this Agreement to any other entity without the prior written consent of Program Sponsor and the USFWS.
3. Prevailing Terms. In the event of a conflict between the terms of the Project Proposal and Budget and this Agreement, the terms of this Agreement shall prevail.
4. Additional Support. In making this Award, Program Sponsor assumes no obligation to provide further funding or support to the ILF Mitigation Project Provider or the Long-term Steward beyond the terms stated herein. Payment made to the ILF Mitigation Project Provider or the Long-term Steward under this Agreement shall not be interpreted by direct reference or implication, as an endorsement by Program Sponsor or the U.S. Government of the ILF Mitigation Project Provider's or the Long-term Steward's products or activities.
5. ATTACHMENTS: This Award Agreement requires an understanding of and compliance with all attached documents listed below, which shall be completed by ILF Mitigation Project Provider and/or the Long-term Steward and delivered to Program Sponsor:
 - a. ATTACHMENT A: Project Proposal and Budget;
 - b. ATTACHMENT B: Due Diligence Standards and List of Required Documents;
 - c. ATTACHMENT C: Notice of Award Agreement Template;

- d. ATTACHMENT D: Long-term Management Plan Template;
- e. ATTACHMENT D-1: Final Long-term Management Plan
- f. ATTACHMENT D-2: Final Restoration Plan (as applicable)
- g. ATTACHMENT E: Compliance Report Template;
- h. ATTACHMENT F: Financial Report Template;
- i. ATTACHMENT G: Final Report Template;
- j. ATTACHMENT H: Invoice Template.

6. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

 Executed and made effective by the authorized representative of _____.

PROGRAM SPONSOR

By: _____ Date: _____

ILF MITIGATION PROJECT PROVIDER

Name: _____ Title: _____

_____ acknowledges receipt of this Agreement and attachments as referenced above for ILF Mitigation Project Provider, _____. The terms and conditions set forth herein are acceptable and the undersigned, as ILF Mitigation Project Provider, agrees to comply with them. ILF Mitigation Project Provider understands that failure to comply with all conditions listed herein may result in immediate termination of this Award.

Signature: _____ Date: _____

Name: _____ Title: _____

LONG-TERM STEWARD

_____ acknowledges receipt of this Agreement and attachments as referenced above for Long-term Steward, _____. The terms and conditions set forth herein are acceptable and the undersigned, as Long-term Steward, agrees to comply with them. ILF Mitigation Project Provider understands that failure to comply with all conditions listed herein may result in immediate termination of this Award.

Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT A
PROJECT PROPOSAL AND BUDGET TEMPLATE

RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM

_____ **PROJECT PROPOSAL**

Please complete the following information.

I. CONTACT INFORMATION

- a. Full Legal Organization Name: Click here to enter text.
- b. Mailing Address: Click here to enter text.
- c. City: Click here to enter text.
- d. State: Choose an item.
- e. Zip Code: Click here to enter text.
- f. Organization President, Title: Click here to enter text.
- g. Phone Number: Click here to enter text.
- h. E-mail Address: Click here to enter text.

If Contact Person is not Organization, then please respond to the following:

- i. Contact Person Name, Title: Click here to enter text.
- j. Phone Number: Click here to enter text.
- k. E-mail Address: Click here to enter text.

II. PROJECT DETAILS

- a. Project Name: Click here to enter text.
- b. Proposed Project Completion Date: Click here to enter a date.
- c. Project Location:
 - i. County/Counties: Click here to enter text.
 - ii. State: Choose an item.
 - iii. Nearest Township/Municipality: Click here to enter text.
 - iv. Latitude: Click here to enter text.
 - v. Longitude: Click here to enter text.
- d. Property Information:
 - i. Are you working with a willing landowner? Choose an item.
 - ii. Landowner Name (Please list as it appears on the deed): Click here to enter text.
 - iii. Total Property Acreage: Click here to enter text.
 - iv. Total Acres to be Protected by Fee Acquisition: Click here to enter text.
 - v. Total Acres to be Protected by Conservation Easement: Click here to enter text.
 - vi. Proposed Acquisition/Easement Closing Date: Click here to enter a date.
- e. What entity will be the long-term steward of the Property/Easement? Click here to enter text.
- f. Are matching funds available for this project? Choose an item.

III. CONSERVATION BENEFITS

- a. Confirm that the target species, Indiana bats, will benefit from this project and generally describe benefits. [Click here to enter text.](#)
- b. Are target species known to exist/use the property to be protected? Choose an item.
- c. Will this project benefit other threatened/endangered species and/or preferred habitat identified for the pertinent State? Choose an item.
 - i. If applicable, please name the species and their conservation status: [Click here to enter text.](#)
- d. Is this project part of a larger conservation initiative and is it adjacent to or complementary of other protected lands? Choose an item.
 - i. If applicable, please name larger conservation initiative(s) that this project complements: [Click here to enter text.](#)

IV. PROJECT PROPOSAL NARRATIVE

In a separate document, not to exceed 3 pages, please provide a narrative overview of the proposed project that addresses the following:

- a. A brief **Project Overview** that describes the project, why it is important and how it will be structured;
- b. A description of the **Threat** to the property and urgency of time action to protect it;
- c. A description of the **Conservation Benefits** to be achieved through this project that will:
 - i. directly and/or indirectly benefit Indiana Bats and/or any threatened/endangered species identified above in III.c.i;
 - ii. directly benefit other conservation values (e.g., water quality protection, recreational value, historical/cultural values, or scenic values)
- d. A description of how this project's **Landscape Context** including how its completion will advance/support existing conservation initiatives/plans identified in III.d.i (**Note:** Please show the connections on the Regional Map);
- e. A summary of immediate and long-term property and Project **Management** actions; and
- f. A brief summary of any **Support/Opposition** for this project both in political and local community terms.

V. PROPOSAL ATTACHMENTS

All items listed under **Phase 1** of the **List of Required Documents** included in the **Proposal Package** must be submitted for the Project Proposal to be considered complete and ready for consideration.

Range-wide Indiana Bat In-Lieu Fee Program Project Fund Budget

Project Name:

		Project Income	
ITEM	AMOUNT	ITEM	AMOUNT
<i>Land Protection</i>		Donated Land Value	
Land Cost		Donated Easement Value	
Conservation Easement Cost		<i>Foundation Support (list)</i>	
Appraisal		Foundation X	
Environmental Report		Foundation Y	
Title Review/Insurance		Foundation Z	
Attorney Fees		<i>Public Funds (list)</i>	
Boundary Survey		Public Funds X	
Recording Fees		Public Funds Y	
Real Estate Taxes		Public Funds Z	
Transfer Taxes		<i>Individual Donors (list)</i>	
Closing Fees		Individual Donor X	
Monitoring and Enforcement Cost		Individual Donor Y	
Carrying Costs		Individual Donor Z	
Other:		<i>In-Kind Support (list)</i>	
	Subtotal:		\$0
<i>Restoration</i>		In-Kind Support X	
Land Preparation		In-Kind Support Y	
Tree/seed Costs		In-Kind Support Z	
Planting Costs		<i>Other Income (list)</i>	
		Other Income X	
Land Management Plan Preparation		Subtotal	\$0
	Subtotal:	<i>Fund Request</i>	
<i>Management, Monitoring, Maintenance</i>		Acquisition Costs	
Long-term Management		Restoration Costs	
	Subtotal:	Management Costs	
<i>Other Qualified Expenses</i>		Other Costs	
Other:		Subtotal	\$0
	Subtotal:		\$0
*Total Project Expenses:		*Total Project Income:	
	\$0		\$0

*Total Project Expenses should equal Total Project Income. Attach a Budget Narrative if necessary.

ATTACHMENT B

DUE DILIGENCE STANDARDS AND LIST OF REQUIRED DOCUMENTS FOR RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM FUNDING

Below is a list of all due diligence materials and other documents that must be submitted to Program Sponsor prior to closing your grant file. Electronic versions are preferred for all documents. If you are unable to reduce the documents to a reasonable size (<10 MB) for emailing purposes, please let us know and we will share a link with you to a Box folder where you can upload your files.

Please note the due diligence materials and other documents are listed in association with Phases 1-4 of the grant process when they are required; however, we will gladly accept materials and documents during previous phases of the grant process, provided that any updates, which may occur to those documents, are submitted by the completion of the grant phase in which they are required. For example, Appraisals are required 45 days prior to closing in either Phase 3a/3b, but the Appraisals can be submitted at any time during Phases 1 and 2.

Be advised, it can take up to 90 days from submission of the Project Proposal to closing.

Phase 1: PROJECT PROPOSAL REQUIRED DOCUMENTS – The documents listed below must be submitted with the Project Proposal for consideration for funding for Project pursuant to the Range-Wide Indiana Bat In-Lieu Fee Program. Be advised, it can take up to four weeks to review and approve the Project Proposal before an ILF Mitigation Project Provider Agreement can be prepared (Phase 2).

Item (Notes)	Submitted	Received
Project Proposal (Using Project Proposal Template)		
Project Budget (Using Project Budget Template, Tab 1, Financial Forms.xls)		
Regional Map (Show landscape context of the Project including other protected lands)		
Boundary Map (Include inset map showing location within State, Aerial Photography should be used as map background)		
Project Photos that represent the Conservation Values. Photos from the site are preferred. (Resolution: 300 dpi or greater, format: .jpeg, include photo credit in file name)		
Proposed Conservation Easement (if applicable)		
Conservation Easement Monitoring and Enforcement Funds Calculation (Conservation Easements Only)		
Proposed Long-term Management Plan (Attachment D)		
Most recent Audited Financial Statement		
IRS Determination Letter		

Phase 2: ILF MITIGATION PROJECT PROVIDER AGREEMENT REQUIRED DOCUMENTS

– In addition to the documents listed above the following documents must be submitted with the Fully Executed ILF Mitigation Project Provider Agreement. If there have been changes to any of the documents submitted with the Project Proposal, please submit the updated documents. Be advised it can take up to 21 days to prepare, review, and sign an ILF Mitigation Project Provider Agreement after the grant request has been approved.

Item (Notes)	Submitted	Received
Board Resolution authorizing applicant to purchase property or conservation easement.		
Board Resolution authorizing applicant to enter into an ILF Mitigation Project Provider Agreement.		
Final USFWS Approved and Executed Long-term Management Plan		

Phase 3: REQUIRED DOCUMENTS WHEN DISBURSAL OF FUNDS IS REQUESTED –

For Acquisitions. In addition to all documents listed previously, the following documents must be submitted before any portion of funding can be disbursed from the Range-Wide Indiana Bat In-Lieu Fee Program Account the ILF Mitigation Project Provider/Closing Agent’s Escrow Account. If funds will be disbursed in advance of closing on the protected property or conservation easement, funds from the Range-Wide Indiana Bat In-Lieu Fee Program Account will be wired into the Closing Agent’s Escrow Account and will not be disbursed directly to the ILF Mitigation Project Provider.

Item (Notes)	Submitted	Received
Following Documents Required 45 days Prior to Closing:		
Fully Executed ILF Mitigation Project Provider Agreement		
Fully Executed Purchase Agreement		
Appraisal (USPAP standards preferably in Narrative Form, indicating Fair Market Value for land/interest of land being acquired. Appraisal should list FMV as full value and per acre value and show an effective date within 6 months of anticipated closing.)		
Phase I Environmental Assessment (Completed by 3 rd party qualified to complete environmental reports and assessments and in accordance with relevant ASTM standards. Phase I work must have been performed no more than 180 days prior to Closing.)		
Preliminary Title Report		
Acreage verification of the property as established by surveys, GIS maps, deed plotting or analysis of deeds and tax maps		
DRAFT Baseline Documentation Report (Conservation Easements Only)		
Following Documents Required 15 days Prior to Closing:		
DRAFT Deed (If Fee Simple)		
DRAFT Conservation Easement (If Applicable)		
DRAFT Notice of Award Agreement		
DRAFT Settlement Statement		
FINAL Baseline Documentation Report (Conservation Easements Only)		
Following Documents Required 10 days Prior to Closing:		
FINAL Title Insurance Policy		
Title Agent Contact Information & Wire Information (If Applicable)		
Written Notice of Closing date		
Following Documents Required 5 days Prior to Closing:		

Item (Notes)	Submitted	Received
FINAL Deed (If Fee Simple)		
FINAL Conservation Easement (If Applicable)		
FINAL Notice of Award Agreement		
FINAL Settlement Statement		
Following Document Provided by Program Sponsor 3 days Prior to Closing:		
Program Sponsor Escrow Instructions & Wire (If Applicable)		
Following Document Required 10 days Prior to Release Date for Review:		
DRAFT Press Release/Outreach (refer to the ILF Mitigation Project Provider Agreement for a detailed statement)		
Following Document Required 10 days Prior to Release Date for Review:		
DRAFT Press Release/Outreach (refer to the ILF Mitigation Project Provider Agreement for a detailed statement)		

For Restoration Projects: In addition to all documents listed previously for Phases 1 and 2, the following documents must be submitted prior to reimbursement to the ILF Mitigation Project Provider of restoration costs. If a restoration project involves an acquisition, all documents listed above for acquisitions must be submitted as well.

Item (Notes)	Submitted	Received
Following Documents Required 30 business days Prior to Payment		
RECORDED Notice of Award Agreement		
Reimbursement Request Invoice (Using Attachment H, Invoice Template)		
Documentation evidencing payment in full of out of pocket expenses being reimbursed with Award proceeds		
Financial Report (Using Attachment F, Financial Report Template, Tab 2, Financial Forms.xls)		
FINAL Report (Using Attachment G, Final Report Template)		

Phase 4: CLOSING FILE REQUIRED DOCUMENTS – In addition to all documents listed previously, **the following documents must be submitted within 60 days of closing unless noted differently below or provided previously.**

Item (Notes)	Submitted	Received
RECORDED Deed or Conservation Easement		
RECORDED Notice of Award Agreement		
FINAL Fully Executed (signature page executed, etc.) Baseline Documentation Report (Conservation Easements Only)		
RECORDED Notice of Award Agreement		
Financial Report (Using Attachment F, Financial Report Template, Tab 2, Financial Forms.xls)		
FINAL Reimbursement Request Invoice (For reimbursement grants or advance grants if only partial disbursement of Award was made at closing) (Using Attachment H, Invoice Template)		
FINAL Report (Using Attachment G, Final Report Template)		
FINAL versions of all publications, press releases, representative materials, brochures, reports and other materials relating to the Project		
GIS shapefiles for the following pertinent boundaries: Total Property Boundary, Area of Property to be permanently protected, Area of Property to be restored (If possible send as a File Geodatabase in USA Contiguous Albers Equal Area Conic projection; otherwise please provide the projection information for the shapefile)		
At least 3 high resolution (300 dpi or greater) digital color photographs to use for PROJECT SPONSOR's outreach purposes that illustrate the Project's best conservation attributes along with a brief photo caption, photo credit and written release for Program Sponsor to use the photos. All Photos submitted should be high resolution (300 dpi or greater) jpegs.		
A high resolution (300 dpi or greater) jpeg of organization's logo to use on future publications, reports and other materials relating to the _____ Fund		
Completed Photo Release Form		
Compliance Reports (Using Attachment E, Annual Compliance Report Template) – Due Annually to USFWS		
Grant Extension Requests – 15 days Prior to Deadline		

ATTACHMENT C

NOTICE OF AWARD AGREEMENT TEMPLATE RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM

NOTICE OF AWARD AGREEMENT (THE “AGREEMENT”)

The [ILF MITIGATION PROJECT PROVIDER, LONG-TERM STEWARD AND/OR OTHER PROPERTY OWNER/CE HOLDER] (the “Grantor”) [is the owner of] [retains a Conservation Easement on] a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in **Exhibit A** attached hereto and made part of hereof (the “Property”).

The Grantor preserved the Property with \$_____ in funding (the “Award”) provided by the Range-Wide Indiana Bat In-Lieu Fee Program pursuant to an ILF Mitigation Project Provider Agreement between _____ (“Program Sponsor”), _____ [ILF Mitigation Project Provider] and _____ [Long-term Steward] dated _____, a copy of which is attached as **Exhibit B**.

1. **PURPOSE:** The purpose of the Award is to provide funding to preserve the Property for the conservation of Indiana Bat habitat (the “Project”), and by entry into this Notice of Award Agreement, and as an express condition to the funding of the Award, the Grantor has agreed to [maintain and operate the Property] [monitor and enforce the Conservation Easement] in compliance with the Long-term Management Plan dated _____ (“Long-term Management Plan”) and on file in the offices of the _____ Field Office of the United States Fish and Wildlife Service (“USFWS”). The [Grantor as owner of the Property] [Grantor and other entity as applicable] agree(s) to permanently preserve the Property with certain activity and use restrictions as more fully described and detailed in the Long-term Management Plan, to protect such Indiana Bat habitat. The Grantor, Program Sponsor and USFWS acknowledge and agree that USFWS is a third party beneficiary to this Notice of Award Agreement for the purpose of providing USFWS the right to monitor and enforce compliance with the Long-term Management Plan and the activity and use restrictions contained herein.
2. **RESTRICTIONS:** The Grantor hereby agrees to [manage the Property] [enforce the terms of the Conservation Easement] to permanently protect the habitat for Indiana bats. The Grantor shall implement the management actions described in the Long-term Management Plan and shall annually review the Long-term Management Plan and adjust actions as necessary to preserve and enhance the habitat. The Grantor, its successors and assigns, hereby covenant and agree not to convey, sell, lease or assign the [Deed] [Conservation Easement] herein conveyed or convert it to uses or purposes inconsistent with the original Purpose set forth herein and the Long-term Management Plan without written approval, in its sole discretion, of the USFWS.
3. **COMPLIANCE REPORTING:** The Grantor agrees to annually review the Long-term Management Plan and submit a Compliance Report using the template attached hereto as **Exhibit C**. The Grantor further agrees to cooperate fully with representatives of Program Sponsor and the USFWS and provide any information requested to monitor the progress of the Project, including

on-site visits to the Property. Compliance Reports shall be submitted by January 31 of each year to the USFWS Field Office Point of Contact:

U.S. Fish and Wildlife Service

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____@fws.gov

4. **RIGHT OF ACCESS:** The Grantor [and other entity] and its [their] successors or assigns hereby grant(s) to the USFWS a right of access to the Property in order to monitor compliance with and otherwise enforce the Long-term Management Plan and activity and use restrictions specified in this Agreement.

5. **DEFAULT CLAUSE:** Should the Grantor default in its performance of any of the terms and conditions contained therein, and fail to correct such default within the time frame established for cure in a written notice of default issued by USFWS, then USFWS shall elect, in its sole discretion, to require the Grantor to either:
 - A. Pay to the Range-Wide Indiana Bat In-Lieu Program Account an amount that is equal to the original Award; or
 - B. Replace the [Property] [Conservation Easement] funded through the Award with [property] [a conservation easement] of equal monetary value at current market prices and equal conservation value for Indiana Bat habitat. Replacement shall be subject to the USFWS' approval.

In the event the Grantor fails to remedy the default as described above the USFWS may:

- A. Institute a suit to enjoin any breach or enforce any term of this Agreement by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and require that the Property be restored promptly to the conditions that existed prior to the breach.
- B. Institute a suit for monetary damages.
- C. Pursue any other remedies available at law or in equity.

USFWS' remedies shall be cumulative. If the Grantor is found to be in default, the Grantor shall reimburse USFWS for any costs incurred by USFWS, including court costs and reasonable attorney's fees. No failure on the part of USFWS to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of USFWS to enforce the same in the event of a subsequent breach or default.

The terms of this Notice shall be binding upon the Grantor [and other entity] and its designees and successors.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this ____ day of _____, 20__.

By:

Its:

DULY AUTHORIZED

STATE OF ()
COUNTY OF ()

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did state that _____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

[Additional acknowledgment from fee owner required for Conservation Easements or other entity]

EXHIBIT A
Legal Description of the Property
EXHIBIT B
ILF Mitigation Project Provider Agreement
EXHIBIT C
Compliance Report Template

ATTACHMENT D

RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM LONG-TERM MANAGEMENT PLAN OUTLINE TEMPLATE

All Long-term Management Plans should include the following elements;

1. Include in Heading:
 - Long-term Management Plan
 - Range-Wide Indiana Bat In-Lieu Fee Program
 - ILF Mitigation Project Title:
 - ILF Mitigation Project Provider:
 - Long-term Steward:
2. Document authorship of the Long-term Management Plan (“Plan”).
3. Describe the current forest / landscape conditions including acreage of different types of habitats (such as wetlands, mature forest, secondary forest and grasslands) before restoration efforts begin or conditions following the purchase of a desired tract of land not requiring restoration. A detailed map would be especially useful for this portion and should include some summary information such as the total acreage of different types of habitat on the property. Include a description of the forest canopy cover (i.e. does the mature forest contain a dense closed canopy structure or is it more open), tree species present, successional stage of forest, and if possible understory density and herbaceous layer density. This information does not need to be quantitative, descriptive information regarding each of these factors will suffice. For example, the description of the successional stage may include historical information about the property if it is available (e.g. this is an even aged forest that was last cut approximately 15 years ago, or this is an uneven aged forest that has been managed for timber over the last 50 years, or whatever the case may be) or it may simply be a description of the current apparent stage (e.g. the forest appears to contain mix of secondary, successional forest with most trees aged at approximately 10-20 years.) Representative photographs of the site showing the various habitat types would be especially helpful for this portion.
4. Based upon the needs of Indiana Bats, describe desired future forest / landscape conditions including acreage of different types of habitats (such as wetlands, mature forest, secondary forest and grasslands). Include forest canopy cover, tree species present, successional stage of forest, and if possible understory density and herbaceous layer density. In other words, are you planning to manage this forest / landscape to increase or decrease canopy cover? Are there other plans for modification to the forest / landscape on the site? If invasive species are present on the site, are you planning to control those? Will the future conditions be essentially the same as they are at present or will you be making changes?
5. Include practices and activities aimed at reaching the desired forest / landscape stage or class. If you will be making changes as suggested in the previous questions, how will you be making those changes? If tree removal or planting will be required to reach the desired canopy cover, which species will be planted/removed, how will they be planted/removed? If invasive species control is planned, will removal be manual or by chemical means, or a combination? If chemical methods for removal are required, which chemical will be applied?

6. Document a feasible strategy and timeline for restoration and activity implementation. How will these activities be funded? Who will do the on-the-ground work? Will other entities be contracted, or will this work be conducted by the applicant? Will volunteers be used?
7. Describe any suggested monitoring activities (wildlife and vegetative cover) to be done by the land manager. For example, will you be doing bird monitoring at this site? Will mist-netting and banding be conducted? Will point counts be conducted? Are there plans to monitor other taxa, i.e. vegetation, amphibians, small mammals, etc.? How will this monitoring be conducted? Will a report be produced and distributed? Who will do this monitoring?
8. Describe how management of this tract of land will fit into the overall long term stewardship objectives of the remainder of the preserve. For example, if there are invasive species that need to be removed or gaps in the canopy that need to be filled, how will this be accomplished? Do you have a forest management plan or some other management plan for the remainder of the preserve? Is this Long-term Management Plan aligned with that management plan? What are the differences if any?
9. How will the Long-term Management Plan be reviewed and renewed, revised, or rewritten? What is the time frame? Annually? Please specify. If there are unexpected events (e.g. detection of an invasive insect on the property), will this cause the Long-term Management Plan to be revised?
10. Describe the type of public use, if any that is planned for the site. If trails are planned include a map of the trails and any other improvements planned. If signs are planned, please specify what kind of signs and where they will be located. If there is no public use anticipated, what are the plans to prevent public use of the site?
11. Describe plans for control, management and eradication invasive or nuisance animal or plant species. If invasive species are present on the site, are you planning to control those species? If invasive species control is planned, will removal be manual or by chemical means, or a combination? If chemical methods for removal are required, which chemical will be applied?
12. Which entity will be the land manager? In some cases this is the applicant, in others the management may be conducted by a separate entity. Please specify.

ALL FINAL LONG-TERM MANAGEMENT PLANS MUST BE EXECUTED AND DATED BY BOTH THE LONG-TERM STEWARD AND USFWS AS FOLLOWS:

The Long-term Steward and USFWS hereby join in execution of this Long-term Management Plan to acknowledge their agreement and consent to the terms and conditions stated herein.

[LONG-TERM STEWARD]

By: _____

Title: _____

Date: _____

UNITED STATES FISH AND WILDLIFE SERVICE

By: _____

Title: _____

Date: _____

ATTACHMENT E

**RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM
PROJECT**

U.S. FISH & WILDLIFE SERVICE

Enter name of pertinent Field Office. **FIELD OFFICE**

ANNUAL COMPLIANCE REPORT

To be completed by ILF Mitigation Project Provider or Long-term Steward:

Project Name: _____ Contact Name: [Click here to enter text.](#)
Organization Name: [Click here to enter text.](#) Telephone: [Click here to enter text.](#)
Street Address or P.O. Box: [Click here to enter text.](#)
City: [Click here to enter text.](#) State: [Choose an item.](#) Zip Code: [Click here to enter text.](#)

Briefly describe management, maintenance, monitoring and other plans for next year: [Click here to enter text.](#)

Ownership changed since last year: [Choose an item.](#)
Deed Transferred From: [Click here to enter text.](#)

Deed Transferred To: [Click here to enter text.](#)

Notice of Award Agreement and Activity and Use Restrictions referenced in deed? [Choose an item.](#)
Annual Report: [Choose an item.](#)
Current Report Date: [Click here to enter a date.](#) Previous Report Date: [Click here to enter a date.](#)

PRESENT LAND USE:

Describe current forest/land cover conditions including acreage of Indiana Bat habitat and other habitat types. If possible, include forest canopy cover, understory density, herbaceous layer density, tree species present and successional stages.

[Click here to enter text.](#)

Are all of the Activity and Use Restrictions being complied with? [Choose an item.](#)

If *No*, please specify: [Click here to enter text.](#)

Are there any proposed alterations that require US Fish & Wildlife Service approval? [Choose an item.](#)

If *Yes*, please list: [Click here to enter text.](#)

Questions to US Fish & Wildlife about management: [Click here to enter text.](#)

LONG-TERM MANAGEMENT UPDATE PLAN

Are there any changes necessary in the Long-term Management Plan? [Choose an item.](#)

If *Yes*, please include necessary changes [Click here to enter text.](#)

Yes, a map of the property is attached tracing the survey route and noting any changes (i.e., new structures, roads, or violations)

CERTIFICATION

I (we) certify that the statements made above are a true and accurate representation of the current conditions of the property.

ILF Mitigation Project Provider/Long-term Steward Signature

Date

Landowner/Conservation Easement Holder Signature (if different from above)

Date

ATTACHMENT G

**RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM
FINAL REPORT**

Organization: Click here to enter text.

Grant Award: \$

Project Name (County, State): Click here to enter text. (Click here to enter text., Choose an item.)

Acres Acquired: Click here to enter text.

Acres Eased: Click here to enter text.

Acres Restored: Click here to enter text.
date.

Closing Date: Click here to enter a date.

Closing Date: Click here to enter a date.

Completion Date: Click here to enter a

Appraised Value of Fee: \$ Click here to enter text.

Purchase Price of Fee: \$ Click here to enter text.

Appraised Value of Easement: \$ Click here to enter text.

Purchase Price of Easement: \$ Click here to enter text.

Project Summary (3-5 sentence overview of the Project's conservation significance to Indiana Bats and other conservation, social or cultural benefits the Project provides): Click here to enter text.

EXHIBIT H

NOTICE OF AWARD AGREEMENT RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM

NOTICE OF AWARD AGREEMENT (THE "AGREEMENT")

The [ILF MITIGATION PROJECT PROVIDER, LONG-TERM STEWARD AND/OR OTHER PROPERTY OWNER/CE HOLDER] (the "Grantor") [is the owner of] [retains a Conservation Easement on] a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in **Exhibit A** attached hereto and made part of hereof (the "Property").

The Grantor preserved the Property with \$_____ in funding (the "Award") provided by the Range-Wide Indiana Bat In-Lieu Fee Program pursuant to an ILF Mitigation Project Provider Agreement between _____ ("Program Sponsor"), _____ [ILF Mitigation Project Provider] and _____ [Long-term Steward] dated _____, a copy of which is attached as **Exhibit B**.

1. **PURPOSE:** The purpose of the Award is to provide funding to preserve the Property for the conservation of Indiana Bat habitat (the "Project"), and by entry into this Notice of Award Agreement, and as an express condition to the funding of the Award, the Grantor has agreed to [maintain and operate the Property] [monitor and enforce the Conservation Easement] in compliance with the Long-term Management Plan dated _____ ("Long-term Management Plan") and on file in the offices of the _____ Field Office of the United States Fish and Wildlife Service ("USFWS"). The [Grantor as owner of the Property] [Grantor and other entity as applicable] agree(s) to permanently preserve the Property with certain activity and use restrictions as more fully described and detailed in the Long-term Management Plan, to protect such Indiana Bat habitat. The Grantor, Program Sponsor and USFWS acknowledge and agree that USFWS is a third party beneficiary to this Notice of Award Agreement for the purpose of providing USFWS the right to monitor and enforce compliance with the Long-term Management Plan and the activity and use restrictions contained herein.
2. **RESTRICTIONS:** The Grantor hereby agrees to [manage the Property] [enforce the terms of the Conservation Easement] to permanently protect the habitat for Indiana bats. The Grantor shall implement the management actions described in the Long-term Management Plan and shall annually review the Long-term Management Plan and adjust actions as necessary to preserve and enhance the habitat. The Grantor, its successors and assigns, hereby covenant and agree not to convey, sell, lease or assign the [Deed] [Conservation Easement] herein conveyed or convert it to uses or purposes inconsistent with the original Purpose set forth herein and the Long-term Management Plan without written approval, in its sole discretion, of the USFWS.
3. **COMPLIANCE REPORTING:** The Grantor agrees to annually review the Long-term Management Plan and submit a Compliance Report using the template attached hereto as **Exhibit C**. The Grantor further agrees to cooperate fully with representatives of Program Sponsor and the USFWS and provide any information requested to monitor the progress of the Project, including

on-site visits to the Property. Compliance Reports shall be submitted by January 31 of each year to the USFWS Field Office Point of Contact:

U.S. Fish and Wildlife Service

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____@fws.gov

4. **RIGHT OF ACCESS:** The Grantor [and other entity] and its [their] successors or assigns hereby grant(s) to the USFWS a right of access to the Property in order to monitor compliance with and otherwise enforce the Long-term Management Plan and activity and use restrictions specified in this Agreement.

5. **DEFAULT CLAUSE:** Should the Grantor default in its performance of any of the terms and conditions contained therein, and fail to correct such default within the time frame established for cure in a written notice of default issued by USFWS, then USFWS shall elect, in its sole discretion, to require the Grantor to either:
 - A. Pay to the Range-Wide Indiana Bat In-Lieu Program Account an amount that is equal to the original Award; or
 - B. Replace the [Property] [Conservation Easement] funded through the Award with [property] [a conservation easement] of equal monetary value at current market prices and equal conservation value for Indiana Bat habitat. Replacement shall be subject to the USFWS' approval.

In the event the Grantor fails to remedy the default as described above the USFWS may:

- A. Institute a suit to enjoin any breach or enforce any term of this Agreement by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and require that the Property be restored promptly to the conditions that existed prior to the breach.
- B. Institute a suit for monetary damages.
- C. Pursue any other remedies available at law or in equity.

USFWS' remedies shall be cumulative. If the Grantor is found to be in default, the Grantor shall reimburse USFWS for any costs incurred by USFWS, including court costs and reasonable attorney's fees. No failure on the part of USFWS to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of USFWS to enforce the same in the event of a subsequent breach or default.

The terms of this Notice shall be binding upon the Grantor [and other entity] and its designees and successors.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this ____ day of _____, 20__.

By:

Its:

DULY AUTHORIZED

STATE OF ()
COUNTY OF ()

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did state that _____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

[Additional acknowledgment from fee owner required for Conservation Easements or other entity]

EXHIBIT A
Legal Description of the Property

EXHIBIT B
ILF Mitigation Project Provider Agreement

EXHIBIT C
Compliance Report Template

RANGE-WIDE INDIANA BAT IN-LIEU FEE PROGRAM
PROJECT

U.S. FISH & WILDLIFE SERVICE

Enter name of pertinent Field Office. **FIELD OFFICE**

ANNUAL COMPLIANCE REPORT

To be completed by ILF Mitigation Project Provider or Long-term Steward:

Project Name: _____ Contact Name: [Click here to enter text.](#)
Organization Name: [Click here to enter text.](#) Telephone: [Click here to enter text.](#)
Street Address or P.O. Box: [Click here to enter text.](#)
City: [Click here to enter text.](#) State: [Choose an item.](#) Zip Code: [Click here to enter text.](#)

Briefly describe management, maintenance, monitoring and other plans for next year: [Click here to enter text.](#)

Ownership changed since last year: [Choose an item.](#)
Deed Transferred From: [Click here to enter text.](#)

Deed Transferred To: [Click here to enter text.](#)

Notice of Award Agreement and Activity and Use Restrictions referenced in deed? [Choose an item.](#)
Annual Report: [Choose an item.](#)
Current Report Date: [Click here to enter a date.](#) Previous Report Date: [Click here to enter a date.](#)

PRESENT LAND USE:

Describe current forest/land cover conditions including acreage of Indiana Bat habitat and other habitat types. If possible, include forest canopy cover, understory density, herbaceous layer density, tree species present and successional stages.

[Click here to enter text.](#)

Are all of the Activity and Use Restrictions being complied with? [Choose an item.](#)

If *No*, please specify: [Click here to enter text.](#)

Are there any proposed alterations that require US Fish & Wildlife Service approval? [Choose an item.](#)

If *Yes*, please list: [Click here to enter text.](#)

Questions to US Fish & Wildlife about management: [Click here to enter text.](#)

LONG-TERM MANAGEMENT UPDATE PLAN

Are there any changes necessary in the Long-term Management Plan? [Choose an item.](#)

If *Yes*, please include necessary changes [Click here to enter text.](#)

Yes, a map of the property is attached tracing the survey route and noting any changes (i.e., new structures, roads, or violations)

Exhibit I
USFWS Field Office in the Program Area

Alabama Ecological Services Field Office
1208 B Main Street
Daphne, Alabama 36526-4419
Bruce Porter
(251) 441-5864
Bruce_Porter@fws.gov

Arkansas Ecological Services Field Office
110 South Amity Road Suite 300
Conway, Arkansas 72032-8975
Lindsey Lewis
(501) 513-4489
Lindsey_Lewis@fws.gov

Asheville Ecological Services Field Office
160 Zillicoa Street
Asheville, North Carolina 28801-1082
Marella Buncick
(828) 258-3939
Marella_Buncick@fws.gov

Indiana Ecological Services Field Office
620 South Walker Street
Bloomington, Indiana 47403-2121
Robin McWilliams
(812) 334-4261
Robin_McWilliams@fws.gov

Northern Indiana Suboffice
P.O. Box 2016
Chesterton, Indiana 46304-2616
Elizabeth McCloskey
(219) 983-9753
Elizabeth_McCloskey@fws.gov

Chesapeake Bay Ecological Services Field Office
177 Admiral Cochrane Drive
Annapolis, Maryland 21401-7307
Trevor Clark
(410) 573-4527
Trevor_Clark@fws.gov

Chicago Ecological Service Field Office
230 South Dearborn Street Suite 2938
Chicago, Illinois 60604

Shawn Cirton
(312) 216 4728
Shawn_Cirton@fws.gov

Columbia Missouri Ecological Services Field Office
101 Park Deville Drive Suite A
Columbia, Missouri 65203-0057
Shauna Marquardt
(573) 234-2132
Shauna_Marquardt@fws.gov

Ohio Ecological Services Field Office
4625 Morse Road Suite 104
Columbus, Ohio 43230
Karen Hallberg
(614) 416-8993
Karen_Hallberg@fws.gov

Michigan Ecological Services Field Office
2651 Coolidge Road Suite 101
East Lansing, Michigan 48823-6360
Matthew Ihnken
(517) 351-2555
Matthew_Ihnken@fws.gov

Georgia Ecological Services Field Office
105 Westpark Drive Suite D
Athens, Georgia 30606-3175
Carrie Straight
(706) 613-9493
Carrie_Straight@fws.gov

Kentucky Ecological Services Field Office
330 West Broadway Street Suite 265
Frankfort, Kentucky 40601
Phil DeGarmo
(502) 695-0468
Phil_DeGarmo@fws.gov

Long Island Ecological Services Field Office
340 Smith Road
Shirley, New York 11967
Steve Papa
(631) 286-0485
Steve_Papa@fws.gov

Southern Illinois Ecological Services Sub-Office
8588 Route 148
Marion, Illinois 62959-5822
Matt Mangan

(618) 998-5945
Matt_Mangan@fws.gov

Mississippi Ecological Services Field Office
6578 Dogwood View Parkway
Jackson, Mississippi 39213
Amy Commens-Carson
(601) 321-1130
Amy_Commens-Carson@fws.gov

New England Ecological Services Field Office
70 Commercial Street Suite 300
Concord, New Hampshire 03301-5087
Maria Tur
(603) 227-6419
Maria_Tur@fws.gov

New Jersey Ecological Services Field Office
4 East Jimmie Leeds Road Unit 4
Galloway, New Jersey 08205
Alicia Protus
(609) 382-5266
Alicia_Protus@fws.gov

New York Ecological Services Field Office
3817 Luker Road
Cortland, New York 13045-9349
Robyn Niver
(607) 299-0620
Robyn_Niver@fws.gov

Oklahoma Ecological Services Field Office
9014 East 21st Street
Tulsa, Oklahoma 74129-1428
Brian Fuller
(918) 382-4514
Brian_Fuller@fws.gov

Pennsylvania Ecological Services Field Office
110 Radnor Road Suite 101
State College, Pennsylvania 16801-4850
Jennifer Kagel
(814) 234-4090
Jennifer_Kagel@fws.gov

Raleigh Ecological Services Field Office
P.O. Box 33726
Raleigh, North Carolina 27636-3726

Gary Jordan
(919) 856-4520
Gary_Jordan@fws.gov

Illinois/Iowa Ecological Services Field Office
1511 47th Avenue
Moline, Illinois 61265-7022
Heidi Woeber
(309) 757-5800
Heidi_Woeber@fws.gov

Tennessee Ecological Services Field Office
446 Neal Street
Cookeville, Tennessee 38501-4027
John Griffith
(931) 528-6481
John_Griffith@fws.gov

Virginia Ecological Services Field Office
6669 Short Lane
Gloucester, Virginia 23061-4410
Alison Whitlock
(804) 824-2410
Alison_Whitlock@fws.gov

Southwestern Virginia Field Office
330 Cummings Street
Abingdon, Virginia 22421
(276) 623-1233

West Virginia Ecological Services Field Office
694 Beverly Pike
Elkins, West Virginia 26241-9475
Elizabeth Stout
(304) 636-6586
Elizabeth_Stout@fws.gov