

Landowner Agreement No: \_\_\_\_\_

Cost Structure: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

## **PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated September 30, 2015, between \_\_\_\_\_ and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

\_\_\_\_\_, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in \_\_\_\_\_ County, State of Florida, described as follows: all of, or within, XX° XX' West/ XX° XX' North.

In signing this Agreement and receiving the Notice of Award Letter, the Landowner joins as a participant in a wildlife habitat improvement program and grant to the USFWS authority to complete the habitat improvement project or the Landowner may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on September 30, 2015. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 12,000.

### **Landowner:**

The Landowner or his/her/their land manager, with legal authority over land management decisions, guarantee ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner agrees to allow access (with advance notice) to the USFWS to implement the project described in the work plan, and to monitor project success.

The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. The Landowner agrees to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

**USFWS:**

The USFWS will work with the Landowner throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner property to implement the project described in Exhibit A, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner(s) before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner(s) consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I/We, the Landowner (s), consent to having spatial information about this project shared with other conservation cooperators.

I/We, the Landowner(s), do NOT wish to have any spatial information about this project shared with other conservation cooperators.

\_\_\_\_\_

**Signatures:**

\_\_\_\_\_  
\_\_\_\_\_. Date

\_\_\_\_\_, USFWS Partners Program Biologist Date

\_\_\_\_\_, USFWS Partners Program State Coordinator Date

## EXHIBIT A

The habitat improvements described below are agreed to by Landowner and the USFWS in a Landowner Agreement dated September 30, 2015.

### **Description of Habitat Improvement Project and Objectives:**

\_\_\_\_\_ was purchased by the \_\_\_\_\_ in 1996 after an extensive search for natural habitat that had been relatively untouched and that had a large number of protected species. The preserve is 150 acres on land that had been overgrown and untouched for at least 25 years. It was close to the type localities of a number of important species of plants and animals. \_\_\_\_\_ road was a known "hunting" ground for researchers visiting from northern colleges. Many collections and research notes originated from locations less than 7 miles from the area. The area has permanent and ephemeral water sources and breeding populations of gopher frogs as well as many other amphibian species. Breeding eastern indigo snakes are present as well as large populations of eastern diamondback rattlesnakes and pygmy rattlesnakes, among many other snake species. The \_\_\_\_\_ worked on the FWC Breeding Bird Survey project some years before and it turned out that their study area had included this property, even though they didn't realize it at first when they visited the area.

\_\_\_\_\_, proposes to restore long leaf pine uplands on the west partition of \_\_\_\_\_ (\_\_\_\_\_), located in \_\_\_\_\_, Florida. The east end of the property is predominately young turkey oaks, and as such will soon create a dense canopy that will prevent vegetation needed for gopher tortoises. Since acquisition by \_\_\_\_\_, the property has been burned at regular intervals and portions of the property have since been restored and some turkey oak has been eradicated. However, additional mechanical removal of turkey oak will be required to restore the area.

Historically, the west end of the property was logged intensively. \_\_\_\_\_ proposes to restore the west partition by planting long leaf pine saplings in order to create further biodiversity. The \_\_\_\_\_ has been a recipient site for gopher tortoises (*Gopherus polyphemus*) for several years, and as such, has need for large open areas to allow gopher tortoises to graze. Additionally, \_\_\_\_\_ proposes to plant native butterfly species in order to attract local pollinators and encourage plant diversity on the \_\_\_\_\_. The \_\_\_\_\_ also has thousands of yards of fence line that needs to be removed in order to allow wildlife to freely migrate through the property. The sandhill habitat will also be restored by planting longleaf pine and possible wire grass into approximately 50 acres.

### **USFWS will:**

The PFW will provide funding for the project, as well as substantial involvement with technical support throughout the duration of the project. PFW will provide funds to purchase the longleaf saplings and cover the cost of planting the samplings. We will continue to work with the landowner to make the restoration plan is developed to benefit wildlife.

### **The Landowner(s) will:**

The landowner will provide in-kind services by helping with the planting longleaf pine on approximately 50 acres. They will also be removing fencing that has prevented wildlife, such as gopher tortoises, from crossings to adjacent suitable habitat.

### **The other Cooperator(s) will:** N/A

**Budget Table:**

cost break down		Cost	In kind
Fence removal			
Dense palmetto/oak hammock	10 hours (2 individuals)(\$15.00)		\$300
Sand patches/Scrub	34 hours (2 individuals)(\$15.00)		\$1,020
Remove barbed wire	9 hours (2 individuals)(\$15.00)		\$270.00
Rolling up fence	9 hours (2 individuals)(\$15.00)		\$270.00
Removing fencing from property	14 hours (2 individuals)(\$15.00)		\$420.00
Large trash container		\$450.00	
Fuel for moving fence from property	((30 mph)(14 hours)/(11mpg))(\$2.80 per gallon)	\$107.00	
Fire lane maintenance	(18 hours)(2 individuals)(\$15.00)		\$540.00
Longleaf Pine saplings	(102 acres)(200 per acre)= 20,400 seedlings		
	((20,400 seedlings)/(1,000 per box))(\$190 per box)	\$3,876.00	
Labor in kind for longleaf pine planting	(5 volunteers)(\$15.00 per hour)(80 hours)		\$6,000
Labor for planting longleaf pine planting	(\$20.00 per hour)(350 hours)	\$6,989.00	
Butterfly plants	(2 plants per foot)(289 feet)(\$1.00 per plant)	\$578.00	
	Total	\$12,000.00	\$8,820

The total cost-share by the Cooperator(s), the USFWS and the Landowner(s) must remain the same; however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.