



U.S. Fish & Wildlife Service

PARTNERS FOR FISH AND WILDLIFE HABITAT DEVELOPMENT AGREEMENT

This Agreement between Indiana Karst Conservancy (Cooperator(s)) and the U.S. Fish and Wildlife Service (Service) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Partners for Fish and Wildlife Act (Pub. L. 109-294).

The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Plan and identified on the attached map and/or aerial photograph.

The Cooperator(s) agrees to join as a participant in a wildlife habitat development program and grants to the Service the authority to carry out wildlife habitat developments, or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Plan. Any supplies, equipment or direct payment from the Service to the Cooperator(s) for carrying out the wildlife habitat developments are also listed in the Project Plan.

The Cooperator(s) further agrees:

1. To assume responsibility for securing federal, state and local permits needed to carry out the proposed habitat development project.
2. To allow the wildlife habitat development project described in the Project Plan to remain in place for a period of 15 years from the date of the Cooperator's signature on this Agreement.
3. To allow the Service or its representatives reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. To complete payment in full to any contractor(s) and/or vendor(s) for agreed upon services and/or materials related to the project, once the project has been finished and approved by the Service or its representative.
5. To provide to the Service copies of all bids, invoices and receipts associated with the project.
6. To notify the Service in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.
7. To complete all cooperator(s) responsibilities as listed in Section III of the Project Plan.

The Service further agrees:

Upon satisfactory completion of the project, and sufficient documentation of projects expenses incurred by the cooperator, to reimburse the cooperator for documented expenses not to exceed \$ 4,500.00.

Region 3 Assistance Agreement	
HabITS #	
DCN #	
Budget fund acct.	31440-1121-03HR 31530-1121-03HR
\$ Amount	\$4,200.00 \$300.00
ABC code/BOC	W3/411C
Agreement #	BFO-2009-24

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. The Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

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 Cooperator(s) terminates the Agreement before its expiration, or if the Cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the United States (including funds paid directly to the landowner and materials provided by the Service) are agreed to be \$ 4,500.00.

COOPERATOR(S)



U.S. FISH AND WILDLIFE SERVICE

Cooperator

Project Manager

- Indiana Karst Conservancy
(Printed name)

Richard Geboy
(Printed name)

(Date)

(Date)

Cooperator

Contracting Officer

(Printed name)

(Printed Name)

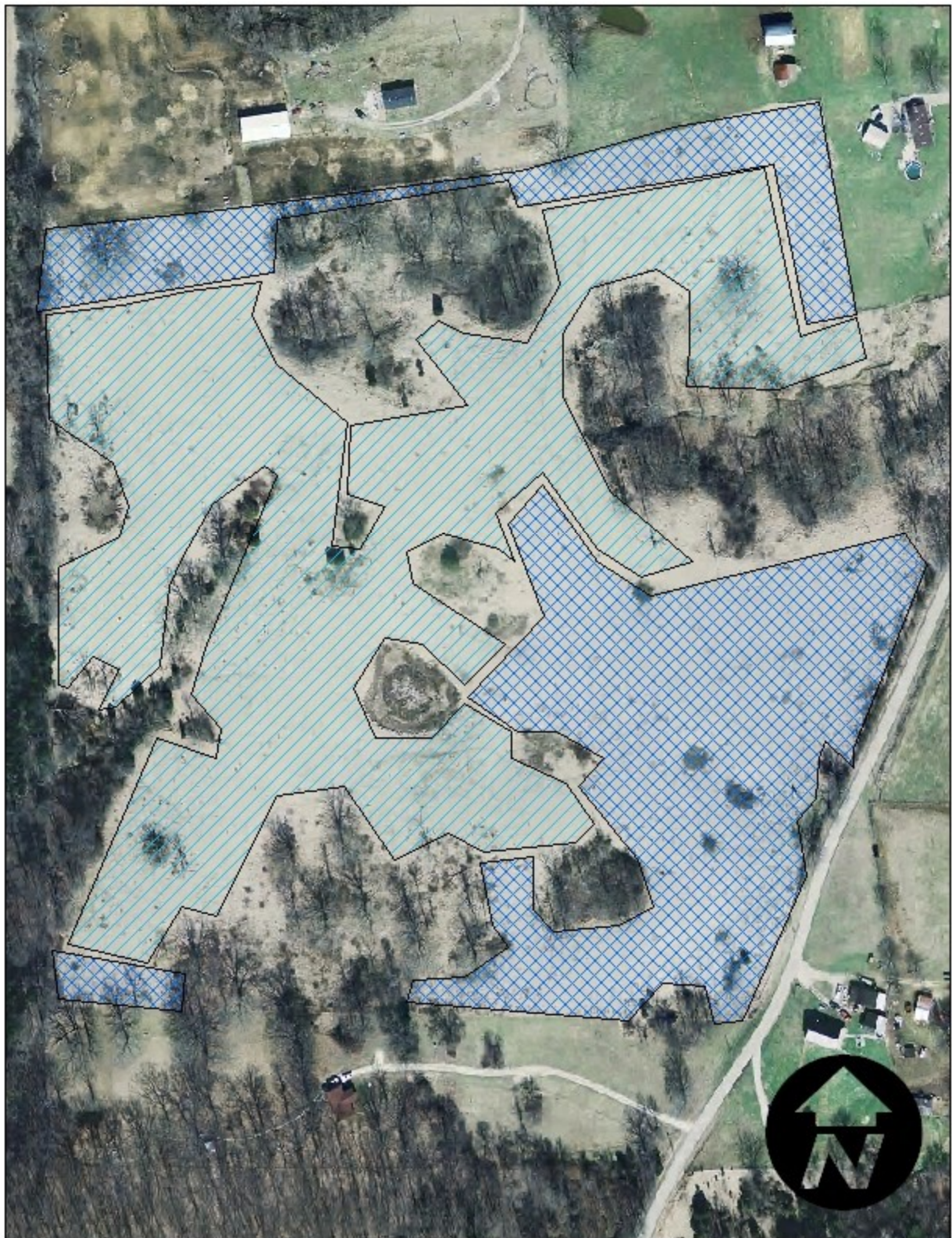
(Date)

(Date)



US Fish and Wildlife Service

Project Owner: Buddha Karst Nature Preserve
Project Location: Lawrence County, IN

Agency: US Fish and Wildlife Service
Prepared By: Rich Geboy



Legend

-  FY 2010 - IKC/USFWS Tree Planting 12.1 Ac
-  2003 - 09 - IKC Tree Planting 9.4 Ac

Bloomington Field Office 08/2009

0 0.02 0.04 0.08 0.12 0.16 Miles