

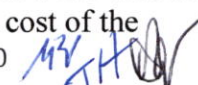
Landowner Agreement No: _____
Cost Structure: _____
Other: _____
Other: _____

**PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT
(Sub-recipient)**

This Landowner Agreement (Agreement), dated March 20, 2017, between Wyoming Central Land and Improvement Company (Landowner), and Laramie Rivers Conservation District (Cooperator), and the U.S. Fish and Wildlife Service (USFWS) are 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.

Wyoming Central Land & Improvement Company, P.O. Box 601 Laramie, WY 82073-0601 (307)745-4586, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Albany County, State of Wyoming, described as follows: within, Township 16N Range 73W Section 29 NE1/4 and UTM 449,614.5m E, 4,575,616.6m N 13T (approximate project center).

In signing this Agreement, the Landowner(s) join(s) as a participant(s) in a wildlife habitat improvement program and grant(s) to the Cooperator(s) and the USFWS authority to complete the habitat improvement project or the Landowner(s) 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 Cooperator(s) to the Landowner(s) 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(s) or Cooperator(s), 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 March 20, 2027. 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(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be ~~\$1,500.00~~ \$1,800.00 

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding

rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS and other Cooperator(s) 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(s) agree(s) to allow access (with advance notice) to the USFWS (and the other cooperating partner(s)) to implement the project described in Exhibit A, and to monitor project success.

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

During the habitat retention period, the landowner(s) must allow the habitat restored under this award to remain in place without interference, without interference meaning to function as designed or agreed upon management.

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

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) and Cooperator(s) agree(s) to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner(s) will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s).

The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

If an USFWS easement is granted, the easement will supersede the provisions and terms of this Agreement.

USFWS:

The USFWS will work with the Landowner(s) and Cooperator(s) signing this Agreement, 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(s) property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own