

## UNIT 3, HANDOUT 5

WE AGREEMENT NO. ND-

### **WILDLIFE EXTENSION AGREEMENT**

This agreement dated \_\_\_\_\_ between \_\_\_\_\_, wildlife cooperator(s), and the US Fish and Wildlife Service (FWS) is entered pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. 661 and Section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. 742f(a)(4).

Cooperator address:

The cooperator(s) agree to participate in conducting certain wildlife management practices on lands owned by them in \_\_\_\_\_ County, State of North Dakota, described as follows:

The wildlife cooperator(s), in signing this agreement, join as participants in a wildlife management program and grant to the FWS the authority to complete activities with financial or material support, as described in the attached special provisions (Exhibit A). Any donation of supplies or equipment, or direct payment from the FWS to the wildlife cooperators for carrying out the wildlife habitat developments, is also included in the attached special provisions (Exhibit A).

The terms of this agreement will be for \_\_\_ years beginning \_\_\_\_\_ and ending \_\_\_\_\_. Payment, as appropriate, will be made as described and agreed to in Exhibit A.

Obligations with the private landowner may be modified by mutual written consent; or may be terminated by the private landowner or FWS on thirty (30) days written notice. If terminated by the private landowner, the landowner agrees to reimburse FWS the pro-rated cost of all habitat developments placed on their land through this agreement. If this agreement is canceled in writing by the FWS, then FWS may, at its option, remove any wildlife developments placed on the land.

After the term, the wildlife habitat development will become the property of the wildlife cooperator.

The FWS does not assume jurisdiction over the premises by this agreement. The wildlife cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

The FWS, its agents, or assignees reserve the right to enter the land at reasonable times for wildlife habitat development and management purposes and to inspect completed work.

The FWS assumes no liability for damage or injury except that caused by its own negligence on the above acreage.

Specific work completed will be documented on Exhibit A.

A change in ownership shall not change the terms of this agreement. The agreement and terms shall be in effect on the described land for the period of this agreement. The wildlife cooperator will notify the FWS of planned or pending changes in ownership.

After this agreement, the cooperator assumes full responsibility for all wildlife habitat developments made during this agreement on the project tract. There shall be no obligation to any of the agencies of the agreement after the term of the agreement has expired.

The FWS is prohibited by law from making obligations that exceed available funds and, therefore, the FWS can do only work that is funded. In the event funds are not available to do the wildlife habitat development work within the time frame or in the manner prescribed in the special provisions, the FWS will advise the wildlife cooperator of that fact.

Wildlife cooperator guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with the wildlife management agreement.

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Wildlife Cooperator

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Social Security Number\*

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FWS, Private Lands Technician

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Project Officer

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FWS, Bismarck WHO

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Wilbur N. Ladd, ARD, Refuges & Wildlife

\*PRIVACY ACT NOTICE: The FWS is required to obtain this information to process any payment(s) to the wildlife cooperator because of this agreement. This information will be furnished to the Internal Revenue Service as required by the Tax Reform Act of

1986 and may be shared with the Department of Justice for criminal or civil litigation. Furnishing a Social Security number is voluntary, but failure to do so may result in disqualification from this program.