

Each of undersigned individuals hereby agrees to participate in the State of Illinois Partners for Conservation Cost-Share Program for soil erosion control and water quality improvement and protection, and by this participation agrees to all of the provisions of this agreement and all of the regulations issued by the Illinois Department of Agriculture governing the program, which are hereby made a part of this agreement. The undersigned hereby agree to:

1. Carry out on the land unit as above (PFC-1), all land adjustments, conservation projects, and cropping or management projects in conformity with and as shown in the attached plan/schedule of operations, which is hereby made a part of this agreement, and according to the time schedule of conservation treatment outlined;
2. Plan, install, maintain the erosion control capabilities for all cost-shared and non-cost-shared land adjustments, conservation projects, and cropping or management projects and implement all other land adjustments, conservation projects, and cropping or management projects herein named in accordance with the technical specifications and in compliance with USDA Natural Resources Conservation Service maintenance requirement for a period of (____) years, after the date of completing the program project;
3. Take no action by the undersigned, or successors, agents, assignees and transfers to remove, alter or modify land adjustments, soil conservation projects, and cropping or management projects for (____) years after the date of completing the program project unless prior written authorization is obtained from the SWCD and incorporated into this agreement;
4. Refund to the SWCD the entire cost-share payment amount if a soil conservation project agreed upon herein is not properly maintained if a land adjustment, soil conservation project, or cropping or management project agreed upon herein is not performed, or if any unauthorized removal, alteration or modification of a land adjustment, soil conservation project, or cropping or management project herein named occurs, in the event that this agreement is canceled, or in the event that the land is transferred without the new party assuming all obligations of this agreement and accepting the terms and conditions of this agreement within the entire (____) year period of this agreement after the date of completing the program project; and
5. Notify any prospective purchaser or assignee of the property herein described of the obligations and responsibilities agreed to by the undersigned, before legal or equitable title to any portion of the property is transferred;

This Agreement is made and entered into this _____ day of _____, 20____, by and between the _____ County Soil and Water Conservation District, herein called District, and _____, herein called recipient. The District hereby agrees to provide up to \$_____ (the cost-share amount paid will be based on a percentage of the actual cost of installing the projects, not to exceed a percentage of the average cost established)* in Fiscal Year _____ to the recipient for sharing the cost of the soil conservation projects so indicated in this Agreement.

Land user agrees to allow free access to the property where they agreed to land adjustment, soil conservation project, or cropping or management project is to be constructed, installed or implemented for the purpose of planning, constructing, implementing, installing, monitoring, performing follow up and spot checking said works for the entire time period agreed to in paragraph 6 above. Neither the District or its representatives, nor the landowner or operator will be liable for any damage to the other's property in carrying out the provisions of this agreement, unless such damage is caused by negligence or misconduct. Liability to the Department and the Soil and Water Conservation District Directors and staff is limited to the amount of cost-share provided to construct the project.

Land user agrees that all expenses incurred in the implementation or installation of the planned project(s) for which the land user is to receive cost-share payment will be provided to the district within thirty (30) days of the completion of the project. Land user further agrees that failure to comply with this provision may result in partial or complete loss of rights to payment for the project(s). Land user agrees to provide all requested information to IDOA and District necessary to carry out the functions of the State of Illinois Partners for Conservation Cost-Share Program.

I understand that if funding becomes unavailable for any reason, this agreement becomes void.

Signature of Landowner

Date

Signature of District Chairman/Designee

Date

*The Cost-Share percentage and average cost is set by SWCD for individual conservation projects.

AMENDMENT REVIEW

The amendments described on Form PFC-1 have been approved denied by the _____ County Soil and Water Conservation District, at the _____ board meeting.

(date)

The Agreement is amended for the following reasons:

- The project completion date is changed from _____ to _____.
- The number of units estimated to complete the project must be revised as indicated on Form PFC-1.
- The program project(s) included in the conservation plan is amended as indicated on Form PFC-1.
- The agreement is hereby canceled and any cost-share assistance obligated is hereby released.
- The agreement is hereby amended to allow for a new maximum cost share amount which shall not exceed \$_____.
- Other _____

All provisions and conditions of the original agreement shall remain in effect, except for those approved changes made by the amendment.

Signature of Landowner

Date

Signature of District Chairman/Designee

Date