

**AGREEMENT TO ENTER
CONTRACT FOR 30-YEAR LAND USE**

This Agreement is between _____ (“Landowner(s)”), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture (“United States”), on behalf of the Commodity Credit Corporation (“CCC”). The Landowner(s) enters this Agreement pursuant to the authority of _____ [Insert Tribal Resolution, etc.]. All of the obligations specified in this Agreement run to and obligate the Landowner(s).

The United States and the Landowner(s) agree that:

1. If the United States exercises this Agreement to Enter Contract for 30-Year Land Use (hereafter “Agreement”) pursuant to 7 CFR 1467, the Landowner(s) agrees to enter into a Contract for 30-Year Land Use (hereafter the “Contract”) which may require approval by the Bureau of Indian Affairs (BIA). Said Contract encumbers the land generally described or depicted on EXHIBIT A, (hereafter the “Property”). The Landowner(s) agrees not to knowingly do, or allow others to do, any act by which the monetary or functional value of the Property may be diminished or encumbered.
2. Subject to the terms of this Agreement, the United States will obligate \$ _____ for consideration to enter into the Contract. The Landowner(s) agrees to accept this amount as the full and final compensation for the Contract. This offer is based on an estimate of _____ acres, more or less, which may be subject to change based on a final acreage determination.
3. With prior notice to Landowner(s), the United States in coordination with the BIA, if applicable, may hereafter enter upon the Property for planning of land use. At its cost, the United States may survey and demarcate the Property and any associated access route.
4. All terms and conditions of this Agreement are expressly stated herein, and there are no other related representations or promises. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or benefit from it.
5. This Agreement is effective for twelve (12) months from the date of execution below. During that period, the United States has the right to enter into the Contract for the stated contract price.

6. Except for reasons beyond the control of the Landowner(s), if the Landowner(s) fails to enter into the Contract, the Landowner(s) will be in default and shall pay the United States the amount of costs incurred by the United States for survey and all other actions taken after the date signed below, and in furtherance of this Agreement.

Dated this _____ day of _____, 20____

Landowner(s): _____

Landowner(s): _____

ACCEPTANCE BY NATURAL RESOURCES CONSERVATION SERVICE:

I _____ (Name), _____ (Title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Agreement with respect to the rights and duties of the United States of America.

Dated this _____ day of _____, 20____.

Signature

Title

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's

income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title II, Subtitle J – Miscellaneous Conservation Provisions).