1. To be completed by NRCS; check appropriate box. ☐ This transaction is for CCC
☐ This transaction is for NRCS

OPTION AGREEMENT TO PURCHASE

2. OPTION AGREEMENT TO PURCHASE NO.

This Option Agreement is between the United States of America (hereafter "United States"), and the following named Landowner(s), their heirs, successors and assigns (hereafter "Landowner"):

3. Landowner Name:

4. Landowner Address:

In consideration of One Dollar ($1.00), receipt of which the Landowner acknowledges, the United States and the Landowner agree that:

1. If the United States exercises this option to purchase, the Landowner agrees to convey an easement to the United States. The easement is attached as EXHIBIT A and encumbers the land generally described or depicted on EXHIBIT B, (hereafter the "Property"). Except for normal farming, pasturing, and grazing, the Landowner agrees not to do, or allow others to do, any act by which the value or title to the Property may be diminished or encumbered.

2. Subject to the terms of this Agreement, the United States will pay the Landowner (A) $ for conveyance of the easement. The Landowner agrees to accept this amount as the full and final compensation for the easement. This offer is based on an estimated (B) acres subject to change based on final acreage determination.

3. The United States will arrange for closing of the easement conveyance which may involve use of a title company or other closing agent. CCC will secure at its expense title evidence sufficient to meet Federal standards.

4. At closing, the Landowner agrees to execute an easement deed in the form described in EXHIBIT A, along with any other document which is necessary for the United States to acquire a satisfactory title to the Property. The Landowner shall pay at closing any conveyance taxes and taxes owing against the Property.

5. With prior notice to the Landowner, the United States may hereafter enter upon the Property for planning and acquisition purposes prior to closing. At its cost, the United States may survey and monument the Property and any associated access route.

6. 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.

7. This agreement is effective for (A) months from the date of execution below. During that period, the United States has the option to acquire the easement for the stated purchase price.

8. Except for reasons beyond the control of the Landowner, if the Landowner fails to convey the easement, the Landowner 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, and in furtherance, of this Option Agreement.

OPTION AGREEMENT TO PURCHASE NO.

9. Executed this (A) day of (B) , (C)

10. Landowner(s) _____

11. Title (if applicable) _____

12. United States _____

13. Title _____

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Federal Agencies may not conduct or sponsor, and a person is not requred to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 37.5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden stimate or anyother aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB NO. 0587-0013), Stop 7630, Washington, DC 20250-7630.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (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 USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 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.