

## EXHIBIT H

### NOTICE OF AWARD AGREEMENT RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE PROGRAM

#### NOTICE OF AWARD AGREEMENT (THE “AGREEMENT”)

The [ILF MITIGATION PROJECT PROVIDER, LONG-TERM STEWARD AND/OR OTHER PROPERTY OWNER/CE HOLDER] (the “Grantor”) [is the owner of] [retains a Conservation Easement on] a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in **Exhibit A** attached hereto and made part of hereof (the “Property”).

The Grantor preserved the Property with \$\_\_\_\_\_ in funding (the “Award”) provided by the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program pursuant to an ILF Mitigation Project Provider Agreement between \_\_\_\_\_ (“Program Sponsor”), \_\_\_\_\_ [ILF Mitigation Project Provider] and \_\_\_\_\_ [Long-term Steward] dated \_\_\_\_\_, a copy of which is attached as **Exhibit B**.

1. **PURPOSE:** The purpose of the Award is to provide funding to preserve the Property for the conservation of Indiana bat and/or northern long-eared bat habitat (the “Project”), and by entry into this Notice of Award Agreement, and as an express condition to the funding of the Award, the Grantor has agreed to [maintain and operate the Property] [monitor and enforce the Conservation Easement] in compliance with the Long-term Management Plan dated \_\_\_\_\_ (“Long-term Management Plan”) and on file in the offices of the \_\_\_\_\_ Field Office of the United States Fish and Wildlife Service (“USFWS”). The [Grantor as owner of the Property] [Grantor and other entity as applicable] agree(s) to permanently preserve the Property with certain activity and use restrictions as more fully described and detailed in the Long-term Management Plan, to protect such Indiana bat and/or northern long-eared bat habitat. The Grantor, Program Sponsor and USFWS acknowledge and agree that USFWS is a third party beneficiary to this Notice of Award Agreement for the purpose of providing USFWS the right to monitor and enforce compliance with the Long-term Management Plan and the activity and use restrictions contained herein.
2. **RESTRICTIONS:** The Grantor hereby agrees to [manage the Property] [enforce the terms of the Conservation Easement] to permanently protect the habitat for Indiana bats and/or northern long-eared bats. The Grantor shall implement the management actions described in the Long-term Management Plan and shall annually review the Long-term Management Plan and adjust actions as necessary to preserve and enhance the habitat. The Grantor, its successors and assigns, hereby covenant and agree not to convey, sell, lease or assign the [Deed] [Conservation Easement] herein conveyed or convert it to uses or purposes inconsistent with the original Purpose set forth herein and the Long-term Management Plan without written approval, in its sole discretion, of the USFWS.

3. **COMPLIANCE REPORTING:** The Grantor agrees to annually review the Long-term Management Plan and submit a Compliance Report using the template attached hereto as **Exhibit C**. The Grantor further agrees to cooperate fully with representatives of Program Sponsor and the USFWS and provide any information requested to monitor the progress of the Project, including on-site visits to the Property. Compliance Reports shall be submitted by January 31 of each year to the USFWS Field Office Point of Contact:

\_\_\_\_\_  
\_\_\_\_\_  
U.S. Fish and Wildlife Service  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_@fws.gov

4. **RIGHT OF ACCESS:** The Grantor [and other entity] and its [their] successors or assigns hereby grant(s) to the USFWS a right of access to the Property in order to monitor compliance with and otherwise enforce the Long-term Management Plan and activity and use restrictions specified in this Agreement.
5. **DEFAULT CLAUSE:** Should the Grantor default in its performance of any of the terms and conditions contained therein, and fail to correct such default within the time frame established for cure in a written notice of default issued by USFWS, then USFWS shall elect, in its sole discretion, to require the Grantor to either:
- A. Pay to the Range-Wide Indiana Bat and Northern Long-Eared Bat In-Lieu Fee Program Account an amount that is equal to the original Award; or
  - B. Replace the [Property] [Conservation Easement] funded through the Award with [property] [a conservation easement] of equal monetary value at current market prices and equal conservation value for Indiana bat and/or northern long-eared bat habitat. Replacement shall be subject to the USFWS' approval.

In the event the Grantor fails to remedy the default as described above the USFWS may:

- A. Institute a suit to enjoin any breach or enforce any term of this Agreement by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and require that the Property be restored promptly to the conditions that existed prior to the breach.
- B. Institute a suit for monetary damages.
- C. Pursue any other remedies available at law or in equity.

USFWS' remedies shall be cumulative. If the Grantor is found to be in default, the Grantor shall reimburse USFWS for any costs incurred by USFWS, including court costs and reasonable attorney's fees. No failure on the part of USFWS to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of USFWS to enforce the same in the event of a subsequent breach or default.

The terms of this Notice shall be binding upon the Grantor [and other entity] and its designees and successors.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By:

Its:

DULY AUTHORIZED

STATE OF ( )  
COUNTY OF ( )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did state that \_\_\_\_\_ is the \_\_\_\_\_ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

*[Additional acknowledgment from fee owner required for Conservation Easements or other entity]*

**EXHIBIT A**  
**Legal Description of the Property**

**EXHIBIT B**  
**ILF Mitigation Project Provider Agreement**

**EXHIBIT C**  
**Compliance Report Template**

**RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE  
PROGRAM**

**PROJECT**  
**U.S. FISH & WILDLIFE SERVICE**  
Enter name of pertinent Field Office. **FIELD OFFICE**

**ANNUAL COMPLIANCE REPORT**

Annual Compliance reports are to be provided to the USFWS in accordance with the reporting requirements outlined in Section VII.C of the Range-Wide Indiana bat and Northern Long-eared Bat Program Instrument.

**To be completed by ILF Mitigation Project Provider or Long-term Steward:**

Project Name: \_\_\_\_\_ Contact Name: [Click here to enter text.](#)  
Organization Name: [Click here to enter text.](#) Telephone: [Click here to enter text.](#)  
Street Address or P.O. Box: [Click here to enter text.](#)  
City: [Click here to enter text.](#) State: [Choose an item.](#) Zip Code: [Click here to enter text.](#)

Briefly describe management, maintenance, monitoring and other plans for next year: [Click here to enter text.](#)

Ownership changed since last year: [Choose an item.](#)  
Deed Transferred From: [Click here to enter text.](#)

Deed Transferred To: [Click here to enter text.](#)

Notice of Award Agreement and Activity and Use Restrictions referenced in deed? [Choose an item.](#)  
Annual Report: [Choose an item.](#)  
Current Report Date: [Click here to enter a date.](#) Previous Report Date: [Click here to enter a date.](#)

**PRESENT LAND USE:**

Describe current forest/land cover conditions including acreage of Indiana bat and/or northern long-eared bat habitat and other habitat types. If possible, include forest canopy cover, understory density, herbaceous layer density, tree species present and successional stages.  
[Click here to enter text.](#)

Describe ILF Mitigation Project Performance Standards and if/how they are being met. If Performance Standards are not being met, please provide an Adaptive Management Plan. [Click here to enter text.](#)

Are all of the Activity and Use Restrictions being complied with? [Choose an item.](#)  
If **No**, please specify: [Click here to enter text.](#)  
Are there any proposed alterations that require US Fish & Wildlife Service approval? [Choose an item.](#)  
If **Yes**, please list: [Click here to enter text.](#)

**ADAPTIVE MANAGEMENT**

Describe the status of Adaptive Management efforts. [Click here to enter text.](#)

Are change necessary to the Adaptive Management Plan? [Click here to enter text.](#)

If **Yes**, summarize here: [Click here to enter text.](#)

**LONG-TERM MANAGEMENT UPDATE PLAN**

Are there any changes necessary in the Long-term Management Plan? Choose an item.

If **Yes**, please include necessary changes [Click here to enter text.](#)

Yes, a map of the property is attached tracing the survey route and noting any changes (i.e., new structures, roads, or violations)

**CERTIFICATION**

I (we) certify that the statements made above are a true and accurate representation of the matters set forth.

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ILF Mitigation Project Provider/Long-term Steward Signature

Date

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Landowner/Conservation Easement Holder Signature (if different from above)

Date