

AGREEMENT **TEMPLATE C**

LOWER FLINT RIVER WATERSHED IRRIGATION SUSPENSION AGREEMENT AND LICENSE

This **IRRIGATION SUSPENSION AGREEMENT AND LICENSE** (“**Agreement**”) dated as of _____, is between _____ (“**Farmer**”), and The Nature Conservancy, a non-profit corporation of the District of Columbia (the “**Conservancy**”).

RECITALS:

- A. The Conservancy, the Georgia Water Planning and Policy Center at Albany State University (the “**Center**”); and Policy Works, LLC (“**Policy Works**”) are collectively referred to in this Agreement as the “**GA-FIT Team**”.
- B. The GA-FIT Team desires to establish demonstration sites for sustainable water management by entering into agreements with owners of agricultural lands in the Lower Flint River Watershed for suspension or limitation of irrigation (the “**Project**”).
- C. Farmer owns and/or leases agricultural lands in **[INSERT NAME OF COUNTY]** County, Georgia, within the Lower Flint River Watershed, as described in the attached **Exhibit "A"** (the “**Property**”). The Property is a portion of the property conveyed to _____, by deed recorded on _____ in Deed Book _____, Page _____, _____ County records.
- D. Farmer participated in an auction (the “**Auction**”) coordinated by the GA-FIT Team, where Farmer submitted one or more bids to participate in the Project, and the GA-FIT Team selected the Farmer’s bid based on the competitive auction bidding process.
- E. In exchange for Conservancy’s agreement to pay the Farmer to suspend irrigation practices on one or more fields on the Property in case of drought during the Term of this Agreement, Farmer has agreed to suspend irrigation and to grant the GA-FIT Team a license to enter the Property, subject to the terms and conditions of this Agreement.
- F. Farmer represents and warrants that: (i) they have legal authority to enter into this Agreement by virtue of being the sole fee simple owner of the Property and/or the sole lessee of the Property; (ii) they have control over the Irrigation Equipment (as defined below) serving the Property; (iii) they will maintain such control throughout the Term (as defined below) of this Agreement; (iv) if the Property is subject to an agricultural lease agreement, Farmer has provided the GA-FIT Team with a complete and current copy of the lease; and (v) there are no outstanding rights which will interfere with the GA-FIT Team’s rights under this Agreement, including homestead, community property or other spousal rights.

Commented [A1]: Template C: Stand-by payment will be made at beginning of the Term; if a Drought Notice is issued during the Term, the Farmer will stop irrigation through the remainder of the Term.

Commented [A2]: If the Property is subject to a lease, add a second name here and include both the Farmer and lessee as signatories to the Agreement.

Commented [A3]: Landowners to provide copies of recorded deeds confirming their ownership and the description of the property. Landowners must also provide copies of leases if the land is leased.

NOW, THEREFORE, in consideration of _____ Dollars (\$_____) (calculated at the rate of \$35 per acre of Property included in the Project, as described on the attached **Exhibit “B”**) (the “**Irrigation Suspension Stand-By Payment**”) paid by Conservancy to Farmer within thirty (30) days after the Effective Date of this Agreement, and the foregoing recitals and the respective agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, Farmer and the Conservancy hereby agree as follows:

1. Farmer agrees:

- a. Farmer will maintain in good working condition an agricultural flow/irrigation meter and related equipment (the “**Irrigation Equipment**”) on the Property throughout the Term (as defined below) at Farmer’s sole expense, and Farmer will cooperate with the GA-FIT Team to ensure the GA-FIT Team has unrestricted access to the Irrigation Equipment located on the Property and the data produced by the Irrigation Equipment.
- b. If between the Effective Date and October 31, 2022, the flow at the USGS gauge at Milford falls below 50 cubic feet per second (cfs) on a seven-day average, and if the GA-FIT Team delivers notice to Farmer that drought conditions exist (the “**Drought Notice**”), Farmer will suspend irrigation beginning on the date the Conservancy gives the Drought Notice through the end of the Term (as defined below) of this Agreement, as described in the attached **Exhibit “B”** (the “**Irrigation Suspension**”).
- c. The Farmer shall be solely responsible for all repair, maintenance and upkeep of the Property and any improvements and equipment thereon and payment of all taxes and assessments on the Property.
- d. The Farmer shall not issue any press releases or otherwise publicize this Agreement without the GA-FIT Team’s prior written consent.
- e. Farmer shall notify the GA-FIT Team in writing at least thirty (30) days before closing of any planned sale or change in ownership or leasing of the Property, and in case of such a sale or leasing, Farmer shall notify the new owner and/or lessee of the terms of this Agreement, and Farmer shall maintain the legal right to control the Irrigation Equipment throughout the Term of this Agreement.

2. In return, the Conservancy agrees:

- a. If the GA-FIT Team delivers the Drought Notice to Farmer and Farmer implements the Irrigation Suspension to the satisfaction of the GA-FIT Team for the remainder of the Term, Conservancy shall pay Farmer _____ Dollars (\$_____), calculated in accordance with the process described in the attached **Exhibit “B”** (the “**Irrigation Suspension Payment**”), payable to Farmer by check or wire transfer, provided that Farmer provides Conservancy with all required information necessary to facilitate such payments. The Conservancy will pay the Irrigation Suspension Payment within thirty (30) days after the date of the Drought Notice. If

appropriate, Conservancy will report all amounts paid to Farmer to the IRS on Form 1099.

- b. If the GA-FIT Team does not deliver the Drought Notice at any time during the Term, Farmer shall retain the Irrigation Suspension Stand-By Payment in consideration for Farmer's execution of this Agreement.
3. Term of Agreement. The term of this Agreement (the "**Term**") will begin on the date this Agreement has been executed by both parties, and will expire December 31, 2022.
4. Access to the Property and Monitoring Results. Farmer hereby grants all members of the GA-FIT Team and their employees, agents, and contractors a temporary, non-exclusive license to enter the Property for research purposes, including but not limited to monitoring and inspecting the Irrigation Equipment [OPTIONAL: and for the purpose of allowing others, including, but not limited to, members of the media, to inspect and tour the Property to review all matters relating to the Project. In addition to the access provided herein, Farmer also agrees to allow the Property to be utilized by the GA-FIT Team for education and outreach which shall include, but not be limited to, a field day which will be conducted on the Property for other farmers and interested parties.] The GA-FIT Team shall be entitled to publish the monitoring results, provided that the GA-FIT Team will not identify Farmer's name in any publications unless Farmer consents to being identified in published results.
5. Default and Remedies. If GA-FIT delivers the Drought Notice and Farmer does not implement the Irrigation Suspension to the satisfaction of the GA-FIT Team and/or if Farmer otherwise fails to comply with this Agreement (a "**Default**"), Conservancy shall not make any payment to Farmer, Farmer shall refund to Conservancy any payments received before the Default, and Farmer shall pay to Conservancy an amount equal to three times the sum of the Irrigation Stand-By Payment and the Irrigation Suspension Payment. A default shall be deemed to have occurred if a person irrigates in a manner contrary to the Irrigation Suspension. In addition to the foregoing damages payment, the Conservancy and the GA-FIT Team have the right to pursue all remedies allowed under applicable law, including injunctive relief, damages, contribution, attorney's fees and costs, or any other available proceedings in law or equity.
6. Contacts and Notice. The primary contact for the Conservancy and the GA-FIT Team will be _____. The primary contact for the Farmer will be _____. Any notice required by this Agreement must be in writing and delivered to the address for the applicable party(ies) set forth below in at least one of the following methods: (a) in person; (b) certified or registered mail (return receipt requested, postage prepaid); (c) nationally recognized next day delivery service; or (d) electronic mail ("email"). Notice will be deemed given: (1) immediately, if delivered in person; (2) if sent by certified or registered mail, on the date deposited with the United States Postal Service; (3)

if sent by next day delivery service, on the following business day; and (4) if sent by email, on the date it is transmitted, unless the transmission is completed on a non-business day or after 5:00 p.m. in the recipient's time zone, in either of which cases it will be deemed given on the next following business day. Either party may notify the other of another contact person from time to time.

Notice to Farmer:

Notice to the Conservancy and the GA-FIT Team:

The Nature Conservancy
Attention: Sara Gottlieb

7. Indemnification. In consideration for Farmer's participation in the Project, Farmer agrees to indemnify, defend and hold harmless the members of the GA-FIT Team, the Robert W. Woodruff Foundation, and their respective officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses, including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. Notwithstanding the foregoing, Farmer will not be responsible for claims arising from the sole negligence, gross negligence or willful misconduct of the Indemnified Parties. The terms of this provision will survive termination of this Agreement.
8. Use of Names/Logos. Farmer may not use the names and/or logos of any of the GA-FIT Team members in any way.
9. Compliance with Anti-Terrorism Laws. The Farmer agrees that it will use any funds received under this Agreement in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
10. Conflict of Interest Determination. The Farmer represents and warrants that, to the best of the Farmer's knowledge, the information Farmer has provided on The Nature Conservancy's Conflict of Interest Inquiry Form (attached as **Exhibit "C"**) is true and correct. If any of the information the Farmer has provided changes during the term of this Agreement, the Farmer agrees to promptly notify the Conservancy in writing of such change.

**SIGNATURE PAGE TO LOWER FLINT RIVER WATERSHED IRRIGATION
SUSPENSION AGREEMENT AND LICENSE BETWEEN _____, AND THE
CONSERVANCY**

FARMER: _____

Commented [A4]: Add second signature block if
Property is leased.

By: _____
[Insert Farmer name]

IN SUPPORT OF THE GA-FIT TEAM:

THE NATURE CONSERVANCY

By: _____
Deron Davis
Georgia Chapter Executive Director

TEMPLATE

EXHIBIT "A"

The Property

TEMPLATE

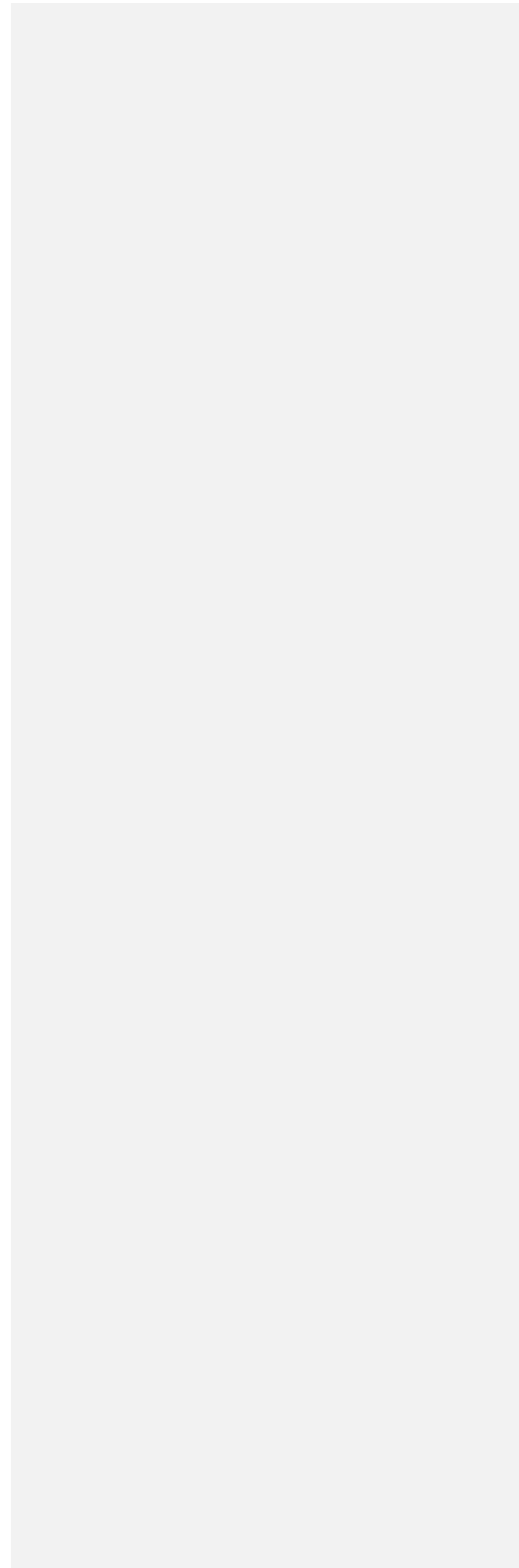


EXHIBIT "B"

Irrigation Suspension

Immediately upon receipt of the Drought Notice, the Farmer will suspend irrigation on the following portion(s) of the Property:

[Insert detailed description of property where irrigation will be suspended. Include number of acres where irrigation will be suspended; meter number, field location; etc... Consider referring to Agricultural Withdrawal Permit to describe in detail how irrigation practices will differ from that Permit.]

The Irrigation Suspension Payment is calculated based on suspension of irrigation on _____ acres of land, with payment at the rate of \$ _____ per acre, for a total Irrigation Suspension Payment of \$ _____.

The Drought Notice will include the meter number for the Property as of the date of the Drought Notice. The meter number at the end of the Term shall not exceed the meter number included in the Drought Notice (the "Maximum Meter Number"). If the meter number at the end of the Term exceeds the Maximum Meter Number by more than two percent (2%), that shall be deemed a Default under this Agreement.

EXHIBIT “C”



CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Non-Profit Organization
<small>*"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</small>	
Type of Transaction (select one):	<input type="checkbox"/> Contract for Services <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Other
If you selected “Other” or “Real Estate,” include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>*only*</u> the section relevant to your organization)
<p>(1) TNC Key Employees and Board of Directors: Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).</p> <p>(2) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.</p> <p>(3) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.</p>

SECTION 1. INDIVIDUALS (explain any “yes” answers in Step 3):	Y	N
	e	o
	s	
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC “Key Employee” or (ii) a member of the TNC Board of Directors?		

b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Ye s	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than 35% of the stock or value of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? <ul style="list-style-type: none"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No

<p>a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity:</p> <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC's related entities (or former trustees/members who left within the last twelve (12) months; and/or • Family members or close relatives of the above individuals. 		
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STEP 3: COMMENTS (Explain any "yes" answers checked above. Attach additional pages as necessary.)

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STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title (if for an organization):	
Address:	
Date of Signature:	

TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC "Key Employee" or a member of the Board of Directors.

List Current as of January 10, 2022

<u>Current Key Employees</u>	<u>Former Key Employees*</u>		<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Keith Arnold Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Meg Goldthwaite Katharine Hayhoe Tom Neises James Page Michael Tetreault Leonard Williams Hazel Wong	Justin Adams Kacky Andrews James Asp Charles Bedford Michelle Beistle* Karen Berky Giulio Boccaletti Mark Burget Mario D'Amico Maria Damanaki Michael Doane* William Ginn Elizabeth Gray Santiago Gowland Wisla Heneghan Sherri Hammons Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis	William McGoldrick* Robert McKim Brian McPeek Pascal Mittermaier Bola Olusanya* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Heather Wishik Heather Zichal	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Joseph Gleberman Harry Hagey Margaret Hamburg Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Craig McCaw Jennifer Morris Ana M. Parma Douglas Petno Vincent Ryan Brenda Shapiro Kent Thiry (on leave) Frances A. Ulmer Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Andrew Liveris Jane Lubchenco Jack Ma Thomas J. Meredith Thomas Middleton Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman

*Current TNC Employee; No longer considered Key Employee.

TNC's [Related Entities](#) (If applicable)

<u>Key Employees (members of Related Entity leadership team):</u>	<u>Current Fiduciary Board Members, if applicable:</u>