

## **AMENDMENT TO COST SHARE AGREEMENT: SUBSTITUTION OF PARTIES**

The following Agreement is effective for and applies to Cost Share Agreement No. \_\_\_\_\_ (hereinafter "Cost Share Agreement"), with the Soil and Water Conservation District (hereinafter "the District") on \_\_\_\_\_, \_\_\_\_\_, the terms of which became effective on \_\_\_\_\_, \_\_\_\_\_, and do not end until \_\_\_\_\_, \_\_\_\_\_. (copy of Cost Share Agreement attached) The Cost Share Agreement was entered into by and between \_\_\_\_\_, as Cooperator, and the District. This Agreement is entered into by and between the parties identified below, and is intended to allow the Substitute Cooperator to become a primary party to the above-referenced Cost Share Agreement and to release the Cooperator from any remaining rights or obligations under said Cost Share Agreement.

Whereas, Cooperator is unable to continue its obligations and responsibilities under the terms of the Cost Share Agreement, and Cooperator or Cooperator's Authorized Personal Representative has agreed to transfer its interest and obligations under said Cost Share Agreement to Substitute Cooperator for valuable consideration as deemed by Substitute Cooperator and Cooperator; and

Whereas, Substitute Cooperator has demonstrated that he/she has control of the property upon which the subject Best Management Practice (hereinafter "BMP") resides; warrants that he/she is familiar with and understands the requirements of the subject BMP as detailed in the Conservation Plan of Operation, Cost Share Agreement, and other supporting documents; has read and understands all other terms of the Cost Share Agreement and, if applicable, Third Party Addendum now in effect; and otherwise acknowledges that he/she has been given an opportunity to review the applicable statutes, administrative rules, and policies and procedures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration as deemed by the parties, the parties agree as follows:

1. Substitute Cooperator agrees to assume all of Cooperator's remaining duties and responsibilities as outlined in the above-referenced Cost Share Agreement for the remainder of the maintenance period.
2. Cooperator agrees to waive his/her right to receive any such cost share payments or cost share incentive payments as yet undisbursed, and hereby agrees to allow the District to disperse any remaining payments directly to the Substitute Cooperator.
3. The District agrees to allow the Substitute Cooperator to become a primary party to the Cost Share Agreement, and release the Cooperator as a party from his/her obligations under the Cost Share Agreement.

By signing below, the parties represent and warrant that they are entering into this Agreement knowingly, intelligently, and voluntarily, and are otherwise authorized to enter into this Agreement. The parties further acknowledge the following: any future transfer of benefited acres prior to the expiration of the maintenance period will require repayment of cost share funds or an additional maintenance transfer agreement; and all cost share or cost incentive payments, if any, are contingent upon and subject to the appropriation, allocation and availability of funds as noted in the Cost Share Agreement.

SIGNED:

Cooperator or Personal Representative

\_\_\_\_\_ (Date)

Substituting Cooperator

\_\_\_\_\_ (Date)

Authorized District Representative

\_\_\_\_\_ (Date)