

IDENTIFICATION AND SIGNATURE PAGE
For
ALL ACEP-ALE PROGRAM AGREEMENT PARTIES: Alachua County and NRCS
and Possible
EASEMENT CO-HOLDERS AND THIRD-PARTY RIGHT HOLDERS

This exhibit defines the roles and identifies the legal entities that may be party to or identified on any individual “ACEP-ALE parcel cost-share contract” (Parcel Contract) that may be entered into pursuant to this “ACEP-ALE Program Agreement” (Program Agreement). At a minimum, this exhibit and any amendments thereto must be executed as required by an appropriately authorized representative of each legal entity identified as an “eligible entity” or a “co-holder.” Each Parcel Contract associated with this Program Agreement may only identify and be executed by eligible entities or co-holders that are identified on this exhibit and have executed this Program Agreement. The eligible entity and NRCS may agree to attach additional pages to this exhibit to identify additional legal entities or to further define and clarify the roles of the legal entities identified on this exhibit to the extent the further definitions and clarifications do not conflict with the provisions of the Program Agreement including all exhibits and attachments, or the terms and conditions of the individual Parcel Contracts.

Section 1:

ELIGIBLE ENTITY: Alachua County

- Is considered a participant in ACEP-ALE, and therefore must meet the ACEP-ALE entity eligibility requirements as an independent^{1/} or dependent^{2/} eligible entity, as defined in this exhibit. At least one independent eligible entity must be identified on this exhibit.
- Must provide information to the Farm Service Agency (FSA) for entry into the Service Center Information Management System (SCIMS), or successor tool.
- All eligible entities identified in this exhibit, must have a DUNS number^{3/} and be registered in SAM^{4/}
- Through execution of this exhibit, eligible entities identified in this section are considered party to the ACEP-ALE Program Agreement.
- Only, eligible entities identified in this section may be party to and execute an individual Parcel Contract entered into pursuant to this Program Agreement as described below:
 - “Independent” Eligible Entities.—At least one independent eligible entity that is party to this Program Agreement must be party to and execute any Parcel Contract associated with this Program Agreement.
 - “Dependent” Eligible Entities.—Any dependent eligible entities that are party to this Program Agreement may also be party to and execute any individual Parcel Contract to which an independent eligible entity is also a party.
- Each eligible entity that is party to an individual Parcel Contract associated with this Program Agreement—
 - Must be identified as a holder (grantee) of the conservation easement deed funded through the individual Parcel Contract.
 - May receive payment of ACEP-ALE cost-share assistance provided by NRCS as the Federal share.
- This Program Agreement may be amended to identify new eligible entities but may not be amended to remove eligible entities.

ELIGIBLE ENTITY NAME	DUNS NUMBER	CHECK ONLY ONE		AUTHORIZED REPRESENTATIVE	
		INDEPENDENT ELIGIBLE ENTITY ^{1/} :	DEPENDENT ELIGIBLE ENTITY ^{2/} :	WRITTEN NAME and POSITION	SIGNATURE

Section 2:

CO-HOLDER:

- Is any legal entity identified as a co-holder (grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May **not** receive a direct payment of ACEP-ALE cost-share assistance from NRCS, however is considered a beneficiary of those Federal funds, and therefore must have a DUNS number^{3/} and be registered in SAM^{4/}.
- Must provide information to the FSA for entry into the SCIMS, or successor tool.
- This exhibit, or amendments thereto, must identify all legal entities that may serve as a co-holder and must be executed by a sufficiently authorized representative each legal entity.
- Through execution of this exhibit, or amendments thereto, co-holders acknowledge the terms and conditions of this Program Agreement.
- Any co-holder identified in this section may be identified on and signatory to an individual Parcel Contract associated with this Program Agreement.
- Each co-holder identified on an individual Parcel Contract:
 - Must be identified as a grantee (co-holder) of the conservation easement deed funded through the individual Parcel Contract.
 - Must have a sufficiently authorized representative sign the individual Parcel Contract on which that co-holder is identified.
- This Program Agreement must be amended to add any co-holders identified after the execution of this Program Agreement and prior to the execution of any associated individual Parcel Contracts on which that co-holder is identified.

CO-HOLDER ENTITY NAME	DUNS NUMBER	CHECK ALL THAT MAY APPLY ^{5/}						SIGNATURE OF AUTHORIZED REPRESENTATIVE
		Acquisition	Enforcement	Monitoring	Funding	Third Party ^{6/}	Other	

Section 3:

THIRD-PARTY RIGHT HOLDER:

- Is any legal entity identified as a third-party right holder (**not** a grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in ACEP-ALE, and therefore is not required to meet the ACEP-ALE entity eligibility requirements.
- May not receive a direct payment of ACEP-ALE cost-share assistance from NRCS, is **not** considered a beneficiary of those Federal funds, and therefore is **not** required to have a DUNS number^{3/} and be registered in SAM^{4/}.
- This exhibit must identify all legal entities that may serve as a third-party right holder as known at the time of execution of this Program Agreement.
- The eligible entity may elect to require third-party right holders to sign this exhibit, or amendments thereto, acknowledging they have received a copy of the terms of the Program Agreement.
- Any legal entity identified as a third-party right holder on this exhibit may be identified on an individual Parcel Contract associated with this Program Agreement.
- Each third-party right holder (including those not identified in this exhibit) that will be identified in the conservation easement deed funded through the individual Parcel Contract:
 - Must **not** be identified as a grantee (co-holder) on the conservation easement deed.
 - Must be identified on the conservation easement deed as a holder of a third-party right.

- Must be identified on the individual Parcel Contract for that Parcel.
- Is not required to sign any Parcel Contracts associated with this Program Agreement unless required by the eligible entity.
- An amendment to this Program Agreement is **not** required to add third-party right holders identified after the execution or amendment of this Program Agreement, however all third-party right holders must be identified on the individual Parcel Contracts for the parcels on which the third-party right holder will be identified in the conservation easement deed.

THIRD-PARTY RIGHT HOLDER ENTITY NAME	DUNS NUMBER (Optional)	CHECK ALL THAT MAY APPLY ^{5/}					SIGNATURE OF AUTHORIZED REPRESENTATIVE (Optional)
		Acquis ition	Enforce ment	Monitoring	Funding	Other	

Section 4: Definitions and Requirements

^{1/} An INDEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all ACEP-ALE statutory, regulatory, and policy requirements of an eligible entity, including but not limited to the following:

Statutory Requirements (see 16 U.S.C. Sec. 3865a(2)):

The term "eligible entity" means—

(A) an agency of State or local government or an Indian Tribe (including a farmland protection board or land resource council established under State law); or

(B) an organization that is—

(i) organized for, and at all times since the formation of the organization has been operated principally for, one or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of title 26;

(ii) an organization described in section 501(c)(3) of title 26 that is exempt from taxation under section 501(a) of title 26; or

(iii) described in—

(I) paragraph (1) or (2) of section 509(a) of title 26; or

(II) section 509(a)(3) of title 26 and is controlled by an organization described in section 509(a)(2) of title 26.

Regulatory Requirements (see 7 CFR Sec. 1468.3 and 7 CFR Sec. 1468.20):

Section 1468.3

Eligible entity means an Indian Tribe, State government, local government, or a nongovernmental organization that has a farmland or grassland protection program that purchases agricultural land easements for the purposes of protecting—

- (1) The agricultural use and future viability, and related conservation values, of eligible land by limiting non-agricultural uses of that land that negatively affect the agricultural uses and conservation values; or
- (2) Grazing uses and related conservation values by restoring and conserving eligible land.

Section 1468.20(b)

In addition, eligible entities interested in receiving ACEP–ALE funds must provide NRCS sufficient evidence of—

- (i) A commitment to long-term conservation of agricultural lands;
- (ii) A capability to acquire, manage, and enforce easements;
- (iii) Sufficient number of staff dedicated to monitoring and easement stewardship; and
- (iv) The estimated easement and related costs and the anticipated sources of funding sufficient to meet the non-Federal share requirements for each parcel.
- (v) For individual parcels on which the eligible entity's own cash resources will comprise less than 10 percent of the fair market value of the agricultural land easement for payment of easement compensation to the landowner, the eligible entity must provide NRCS specific evidence of funding available to manage, monitor, and enforce the easement.

^{2/} A **DEPENDENT ELIGIBLE ENTITY** means an entity that NRCS has determined meets all of the ACEP-ALE statutory requirements of an eligible entity but may not meet one or more of the regulatory or policy requirements at the time the Program Agreement is executed. A dependent eligible entity may only be party to a Program Agreement and any associated individual Parcel Contracts to which an independent eligible entity is also party.

^{3/} All eligible entities and co-holders must provide and maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS).

^{4/} All eligible entities and co-holders must meet the central contractor registration requirements through the System for Award Management (SAM) or successor registry. Registration in SAM must be maintained for the duration of the Program Agreement and any associated individual Parcel Contracts. Eligible entities and co-holders must renew their SAM registration annually and must not allow their registration to lapse or expire prior to renewal.

^{5/} A co-holder or third-party right holder may assist in the performance of the identified functions; however, the eligible entity retains primary responsibility for all functions related to compliance with the terms and conditions of the Program Agreement and associated Parcel Contract, as well as the acquisition, monitoring, and enforcement of each agricultural land easement acquired pursuant to such Parcel Contracts.

^{6/} A legal entity identified in section 2 above as a co-holder, may also identify in section 2 above that they may be a third-party holder for some easement transactions, and such legal entity does not also have to be identified in section 3 above. The role of that legal entity as either a co-holder or a third-party holder will be specified on the individual Parcel Contract for the acquisition of the agricultural land easement on the identified parcel.

NRCS Approving Official Signature

NRCS State Conservationist Signature

Date

**Specifications and Scope of Work for Appraisals of Real
Property for the Agricultural Land Easement component of
the Agricultural Conservation Easement Program
(ACEP-ALE)**

A. Background Information

1. The United States of America, acting through the United States Department of Agriculture's Natural Resources Conservation Service (NRCS) and **[Eligible Entity name]** is considering purchasing a conservation easement to assist the landowner in protecting the agricultural use and future viability and related conservation values by limiting nonagricultural uses of the land or protecting grazing uses and related conservation values on eligible lands. Eligible lands include farm and ranch lands that contain prime, unique, or statewide and locally important soils; that contain historical or archaeological resources; that protect grazing uses and related conservation values; or the protection of which will further the purposes of the Agricultural Conservation Easement Program (ACEP). These lands may be placed under a conservation easement through the Agricultural Lands Easement component of the ACEP-ALE.
2. All appraisals completed for ACEP-ALE must comply with appraisal instructions issued by NRCS. The eligible entity must order the appraisal and be identified as the client. The eligible entity may opt for either of the following two methods to determine the effect of the conservation easement on the subject property:
 - a. A Uniform Standards of Professional Appraisal Practice (USPAP) appraisal.
 - b. A Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA commonly called "Yellow Book") appraisal.
3. The appraiser must be aware that all appraisal reports completed for ACEP-ALE will be used by NRCS staff and contract review appraisers that will rely on the details in the report to understand the property and market characteristics. Because many of the NRCS users and review appraisers will neither personally inspect the property nor be familiar with the local area, the appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions, and conclusions offered within the report.
4. The NRCS national appraiser resolves questions that arise from these specifications. Contact information may be obtained through the client from the NRCS State office.
5. The landowner is **not** a client for the ACEP-ALE appraisal. The landowner may be an intended user. "Landowner" is defined as either the current owner or the party identified in the agreement or contract to sell the conservation easement to the eligible entity.

B. Appraiser Qualifications

1. Appraisal reports will only be accepted and approved by NRCS if these qualifications are met and documentation is provided in the appraisal report.
2. All real property appraisers performing appraisals under ACEP-ALE must be State-certified general real property appraisers or obtain a temporary practice permit equal to State-certified general real property appraiser in compliance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) in the State or States where the subject property is located.
3. The appraiser must be in good standing with the licensing authority where the credential was issued.
4. The appraiser must not have received any disciplinary action within the past 5 years resulting in suspension of the credential.
5. The appraiser must have demonstrated competency in compliance with USPAP or UASFLA

in conducting appraisals of rural and agricultural properties of the requested type.

6. The appraiser must have demonstrated competency in compliance with USPAP or UASFLA in conducting appraisals of rural and agricultural properties with conservation easements of the requested type.
7. The appraiser must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
8. The appraiser must provide documentation of completion of a UASFLA (Yellow Book) course for any UASFLA appraisal.

C. Purpose of the Appraisal Report

The applicable purpose of the appraisal report must be stated in the report. The purpose depends upon which of the approved appraisal methods the eligible entity selected.

1. **FOR USPAP APPRAISALS:** The purpose of the appraisal is to provide an opinion of market value of the proposed easement area before placement of the conservation easement and an opinion of market value of the proposed easement area as if the conservation easement is in place. The difference between these two values will be the effect of the conservation easement on the subject property. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions and conclusions offered within the report.
 - a. The market value definition that will be stated and used in developing and reporting this assignment is as follows:
 1. “Market value” means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby—
 - a. Buyer and seller are typically motivated.
 - b. Both parties are well informed or well advised and acting in what they consider their own best interests.
 - c. A reasonable time is allowed for exposure to the open market.
 - d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
 - e. The price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”
 - b. No other definition of market value is acceptable for USPAP appraisals.
2. **FOR UASFLA/YELLOW BOOK APPRAISALS:** The purpose of the appraisal is to provide an opinion of market value of the subject property (larger parcel) before acquisition of a conservation easement (before value) and an opinion of market value of the subject property remaining after the proposed easement has been placed (after value). The appraiser must recognize that in a before and after appraisal, the partial interest being acquired is not actually being appraised. The subject property appraised is the larger parcel before and after the conveyance of the partial interest. The larger parcel concept involves not only the land proposed for the easement area but all surrounding land that meets the definition of larger parcel found in UASFLA.

- a. The purpose of two opinions of value is to establish the effect on value resulting from imposition of a conservation easement. The compensation for the conservation easement is the before value of the larger parcel minus the after value of the property as encumbered by the ACEP agricultural land easement deed, provided there are not adjustments, such as excess irrigation water rights explained below, that would equal the price of the easement. A key concept in this appraisal process is defining the larger parcel that is required to begin the appraisal process. The appraisal must be completed in compliance with USPAP, UASFLA, and appraisal instructions issued by NRCS.
- b. For the purpose of these appraisals, the Federal rules for acquisition will be used.
- c. The market value definition that will be stated and used in developing and reporting this assignment is the definition as stated in UASFLA:
 1. "Market value is the amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."
- d. This definition makes no linkage between the estimated market value and exposure time. A specific exposure time must not be cited in an appraisal report prepared under Yellow Book standards. Invoke the jurisdictional exception rule to avoid a violation of USPAP standards, which require a specific exposure time.
- e. No other definition of market value is acceptable for UASFLA/Yellow Book appraisals.

D. Information for the appraiser

The following information is recommended to be provided to the appraiser by the client (eligible entity):

1. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified
2. Legal description of subject property's parent tract
3. Preliminary legal description of the proposed easement area or survey, if available
4. Copy of the **proposed** conservation easement deed
5. Aerial photograph indicating the location and acreage of any conservation agreement, contract, or easement of any type that is associated with the property
6. Specific details of any existing easements, reservations or other restriction currently encumbering the subject property as provided by the landowner
7. Documentation of production data provided by landowner
8. If water rights are included in the easement area, documentation provided by the eligible entity will identify the volume of water rights to be retained for the subject property as necessary
9. Documentation of water rights owned, including name of irrigation company, number of shares or amount of ownership, and documentation concerning irrigation wells on the property to be appraised, as provided by the landowner
10. Recorded landowner's name, address, and telephone number
11. Current information as to the status of title of ownership, such as copies of deeds
12. If available, completed "Preliminary Certificate of Inspection and Possession" and the "Hazardous Materials Field Inspection Checklist" and any available information pertaining to the probability of existence of hazardous substances that might be found on the property to be appraised
13. Copy of preliminary title commitment covering the proposed easement area, if available
14. Copy of the completed agricultural land easement plan or component plans, if

available

15. A copy of the recorded written access to the easement area, evidence that the property is accessible from a public road, or NRCS-approved alternative legal access route is required
16. Written permission from the landowner or an authorized representative authorizing the assigned appraiser to enter the property for appraisal purposes

E. Background for the Appraisal Report

1. Prepare two opinions of value of the subject property. One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on value that may be created. The difference in the two values is the effect of the proposed conservation easement on the value of the property (fair market value of the ACEP-ALE).
2. Client is **[eligible entity name]**, unless otherwise directed by the client. The landowner must not be the client. "Landowner" is defined as either the current owner or the party identified in the agreement or contract to sell the conservation easement to the eligible entity.
3. The intended user must be identified as USDA/NRCS and any other specific organization or eligible entity that may be involved in the specific transaction unless otherwise directed by the client. The landowner may be an intended user.
4. The intended use will be for USDA/NRCS and any other specific organization or eligible entity that may be involved in the specific transaction, for consideration in determining the effect on value of the conservation easement of lands entering into the ACEP -ALE. The intended use must not include use for IRS donation.
5. Exclusions of approaches to values, as stated in USPAP, must be strongly supported with solid reasoning.
6. Property rights to be appraised will be surface rights, including improvements such as homes, barns, hay sheds, fencing, timber, orchards or other permanent plantings, and any irrigation water rights. The irrigation water rights include wells, ditches, reservoirs, ponds, and lakes that provide irrigation on the subject property and are legally permitted. Crop base and allotments that are located on the subject property will be clearly identified in both the before and after condition. The value of any marketable standing timber that could be economically harvested will be considered by a timber cruise and included in any valuations. Other permanent plantings that are located on the subject property will be appraised and included in any valuations. Any irrigation equipment that is not affixed to the land, such as pivot sprinklers, moveable pipe, towlines, etc., that are located in the proposed easement area will be excluded from the valuation.
7. If irrigation rights are included in the easement area, documentation provided by NRCS will identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the farmland or ranchland operation and other agricultural conservation values. This volume will also be documented in the easement baseline inventory report exhibit attached to the conservation deed and in the agricultural land easement plan. Irrigation water rights that are legally owned and used on the proposed subject property will be described and valued in the appraisal.
8. The appraiser will document whether or not any portion of these irrigation water rights may be removed from the subject property. If the irrigation water rights may be removed from the property, the appraiser will provide a value opinion of the value of each irrigation water right. The appraiser will consider only the irrigation water rights required to be retained on the subject property as identified by NRCS.

F. The Appraisal Report

1. **Description of Work Product**

- a. The appraisal must meet the requirements of the Uniform Standards of Professional Appraisal Practice, Uniform Appraisal Standards for Federal Land Acquisitions if applicable, and appraisal instructions issued by NRCS including these appraisal specifications.
- b. The appraisal report may consist of a form report, a narrative report, or a combination of both.
- c. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions, and conclusions offered within the report.
- d. The contract appraiser must personally inspect the subject property and comparable sales.
- e. The appraiser must talk personally to the property owner or the owner's agent or representative, and the property owner or the owner's agent or representative must be given an opportunity to accompany the appraiser during the appraiser's inspection of the subject property which must be documented in the appraisal.
- f. The Uniform Residential Appraisal Report (URAR) is not acceptable.
- g. Reports must contain a table of contents and sequentially numbered pages, including addenda. Reports may contain handwritten page numbers.
- h. Reports must contain the instructions or engagement documents provided to the appraiser.
- i. Reports must reference all environmental documents utilized by the appraiser in completing the appraisal. The appraiser is a key individual in identifying potential environmental problems that may affect the value of the subject property.
- j. The appraiser will contact the client to resolve problems, clarify questions, letters of engagement (call orders), or other issues. Issues relating to the appraisal process may be discussed with the NRCS national appraiser.
- k. The effective date of the appraisal report is the date of the site visit by the appraiser.
- l. The appraisal must be in typewritten or legible ink print form or in automated or computerized forms.
- m. Only reports completed, formatted, and submitted on 8½-inch by 11-inch paper will be accepted. An electronic report is also required in pdf format.
- n. The appraisal report must be bound in a durable report cover with appropriate identification.
- o. The appraiser must provide at least three originals and an electronic copy of the appraisal to the specific organization or eligible entity that may be involved in the specific transaction. Reference these instructions, including exhibits, for details on appraisal reports, appraisal forms required, and required methodology and supporting documentation.
- p. The eligible entity will provide two originals and an electronic copy to NRCS. One for NRCS, one for the technical review appraiser, and an electronic copy for the NRCS national appraiser and technical review appraiser.

2. **Required Elements for ACEP-ALE Appraisals**

- a. **Part 1 - Introduction**
 1. Title Page

2. Letter of Transmittal
3. Table of Contents
4. Appraiser's Certification (select the appropriate)
 - a. Follow USPAP guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was ____ [date] _____ and the method of inspection was ____ [method] _____.

[If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.]

In my opinion, as of ____ [date] _____, the market value of the proposed easement parcel before conveyance of the partial interest is \$_____, and the market value of the proposed easement parcel after conveyance of the partial interest is \$_____.

By: [signature] Date signed:
 Print Name
 Printed Name and Professional Accreditation State
 Certification #"

- b. Follow the UASFLA guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was ____ [date] _____, and the method of inspection was ____ [method] _____. [If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.]

In my opinion, as of ____ [date] _____, the market value of the larger parcel before conveyance of the partial interest is \$_____, and the market value of the remainder after conveyance of the partial interest is \$_____.

By: [signature] Date Signed:
 Print Name
 Printed Name and Professional Accreditation
 State Certification #"

5. Summary of salient facts
6. Photographs of the subject property. Provide original color photographs or high quality color copies of photographs of the appraised property. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. Show the following information with each photograph:
 - a. Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information.
 - b. The name of the photographer.

- c. The date the photograph was taken.
- d. An aerial photo or topographic map should be used to show the location of the photos.
- 7. Statement of assumptions and limiting conditions.
 - a. All appraisal reports submitted to the eligible entity and NRCS for review become the property of the United States and may be used for any legal and proper purpose. **Therefore, a condition that limits distribution of the report is not permitted.**
 - b. Include a statement similar to the following in this section:
 - i. “I recognize that appraisal reports submitted to the NRCS for review may be used by NRCS for any legal and proper purpose.”
 - c. If the appraisal has been made subject to any encumbrances against the property, such as easements, that must be stated. It is unacceptable to state that the property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report.
 - d. The use of a hypothetical condition that provides access for the eligible entity and NRCS to the easement area to restore, monitor, and enforce the purposes for which the easement was placed will be shown on a map of the subject property and may be used in the appraisal due to the actual access documents that may not be in place. This access should be considered legal access for the purposes of the appraisal but it may not meet local requirements for other uses such as subdivisions.
 - e. The use of any other hypothetical conditions is not permitted without NRCS concurrence.
 - f. The use of an uninstructed, unsupported assumption or hypothetical condition that results in other than “as is” market value will invalidate the appraisal. Include only factors relating to the appraisal problem. Assumptions and limiting conditions that are speculative in nature are inappropriate.
 - g. Do not include limiting conditions that significantly restrict the application of the appraisal.
 - h. A contract appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading. Client instructions must have a sound foundation, be in writing, and be included in the appraisal report.
- 8. Scope of the appraisal
 - a. This section must fully describe the extent of investigation and analysis. The scope of work must be consistent with the intended use of the appraisal.
 - b. Identify the appraisal as a partial acquisition case appraisal. Describe the part being conveyed and the principal differences in the property in the before and after condition. Describe the before and after methodology to be used.
 - c. Summarize the appraisal problem.
- 9. Purpose of the appraisal will be as stated in C above.

b. Part 2 - Factual Data

- 1. Legal description
- 2. Area, city, and neighborhood data
- 3. Property data
 - a. Site
 - b. Improvements
 - c. Fixtures, livestock, and forage production structures and

facilities

- d. Use history
- e. Sales history (select the appropriate)
 - i. For USPAP appraisals include a 3-year record of all sales of the appraised property and offer to buy or sell if the information is available. If no sale has occurred in the past 3 years, the appraiser must report the last sale of the property, irrespective of date.
 - ii. For Yellow Book appraisals include a 10-year record of all sales of the appraised property and offer to buy or sell if the information is available. If no sale has occurred in the past 10 years, the appraiser must report the last sale of the property, irrespective of date
- f. Rental history.
 - i. A 3-year rental history is required. An unsupported statement that the rent does not represent market or economic rent is unacceptable.
- g. Assessed value and annual tax load.
- h. Zoning and other land use regulations.
 - i. The contract appraiser must identify, in addition to zoning, all other land- use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the property.
- i. Appraised property map or plat. Show the dimensions and topography of the appraised property in detail on a large-scale topographic map, at least 2 inches to the mile. The map may be placed here or in the addenda.
- j. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified.

c. Part 3 - Data Analysis and Conclusions Before Acquisition

- 1. Analyses of highest and best use
 - a. FOR USPAP APPRAISALS: The contract appraiser may refer to definitions as found in “The Dictionary of Real Estate Appraisal.”
 - b. FOR YELLOW BOOK APPRAISALS: For acquisition appraisals, UASFLA defines highest and best use as, “The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” The contract appraiser may also refer to definitions as found in “The Dictionary of Real Estate Appraisal.”
 - Note: The UASFLA requires the contract appraiser to make a larger parcel determination in all appraisals. Apply the tests provided in UASFLA Part III to determine the larger parcels.
 - c. ALL APPRAISALS: The highest and best use conclusion must be **clearly supported by market evidence**. Sale or exchange to the United States or other public entity is not an acceptable highest and best use. The use to which the Federal Government will put the property after the conservation easement has been acquired is, as a general rule, an improper highest and best use. A noneconomic highest and best use, such as “conservation,” “natural lands,” “preservation,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
 - d. If the highest and best use is for development, the existing improvements must be analyzed to determine if they contribute to the development or if they would be removed. Stating that the improvements are not affected by the

easement is not appropriate until it is determined if the improvements will be removed for the development or if the improvements will remain as part of the development.

- e. If the highest and best use is for assemblage, describe and explain the relationship of the appraised property to the property to which it would be joined.
 - f. If investment is the highest and best use of the property, describe and explain its interim and most probable ultimate use.
 - g. When there is a claim that the highest and best use of a property is something other than the property's existing use, the burden of proof is on the contract appraiser.
 - h. Market value must not be predicated upon potential uses that are speculative and conjectural.
 - i. If legal access does not exist to support the highest and best use, the appraiser must provide proof that there is sufficient land available to provide the required access. The contract appraiser's opinion of a reasonable probability of a zoning change must have a factual foundation. The appraisal report must include a description of the investigation undertaken to determine the probability of rezoning. The investigation must include thorough research of the uses and zoning of properties situated similarly to the subject property within the area covered by the zoning authority. The stated rezoning conclusion must be supported by facts surfaced in the research. A property must not be valued as if it were already rezoned for a different use. The property must be valued only in light of the probability of obtaining a zoning change.
2. Value estimate by the cost approach
- a. Estimate the value of the land as though vacant and available for its highest and best use. Estimating land value by the use of confirmed sales of comparable or nearly comparable lands having like optimum uses is the preferred method.
 - b. If the cost approach is not used, explain the reasons for not developing.
3. Value estimate by the sales comparison approach
- a. Nearby arm's length transactions that are comparable to the land under appraisement and reasonably current are the best evidence of market value. The Federal courts recognize the sales comparison approach as being normally the best evidence of market value.
 - b. Analyze the last sale of the subject property if relevant. If not used, explain why. An unsupported claim that a sale of the subject property was a forced sale or is not indicative of its current value is unacceptable.
 - c. When supportable by market evidence, the use of quantified adjustments is preferred. Percentage and dollar adjustments may and often should be combined. Use qualitative adjustments when there is inadequate market data to support quantitative adjustments. Factors that cannot be quantified are dealt with in qualitative analysis. When quantitative and qualitative adjustments are both used in the adjustment process, all quantitative adjustments should be made first.
 - d. Provide market evidence and/or supporting narrative for each adjustment used.
 - i. Each quantitative adjustment requires supporting market evidence. Explain how the adjustment was determined and how it is applied to the comparable.
 - ii. Each qualitative adjustment requires significant discussion to explain why it is necessary and explain the reason for the differences.
 - e. Include a sales adjustment chart summarizing the adjustments and

showing the final adjusted sale prices and how the sales compare with the subject property.

- f. The documentation of each comparable sale must include the following:

- i. Parties to the transaction
- ii. Date of transaction
- iii. Confirmation of the transaction
- iv. Confirm the transaction with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale
- v. Buyer motivation
- vi. Location
- vii. Size
- viii. Legal description
- ix. Property rights conveyed
- x. Consideration
- xi. Financing terms
- xii. Verify if the sale was an arm's length or distressed sale
- xiii. Improvements
- xiv. Physical description – Describe topography, vegetative cover, water influence, improvements, irrigation water, soils, and other characteristics.
- xv. Nonrealty items
- xvi. Economic characteristics
- xvii. Zoning
- xviii. Current use
- xix. Highest and Best Use
- xx. Topographic map
- xxi. Photographs
 1. Improvements
 2. Land

- g. In order to make meaningful comparisons between the sales and the appraised property, NRCS requires inspection by the appraiser of all sales directly compared with the appraised property. Waiver of the comparable sale inspection requirement must be made in writing by the NRCS national appraiser in the form of a supplemental appraisal instruction. There is no waiver of the requirement for inspection of the appraised property.

- h. The contract appraiser must adhere to UASFLA direction pertaining to comparable sales requiring extraordinary verification and weighting considerations. These include sales to governmental agencies, sales to environmental organizations, sales to parties desiring to exchange the land to the government, distressed sales, and other atypical or non-arm's-length sales.

- i. If the sales comparison approach is not used, explain the reasons for not developing

4. Value estimate by the income approach

- a. All data must be market supported.
- b. If the income approach is not used, explain the reasons for not developing.

5. Correlation and final estimate

- a. The contract appraiser must avoid making a summation appraisal. Individual values of noncontiguous tracts cannot be simply added together.
- b. Appraisers are responsible for the final opinion of value even if it relies upon estimates developed by others (such as, timber cruisers or cost estimators). Value estimates developed by others will be the appraiser's

responsibility if needed.

d. Part 4 - Factual Data After Acquisition

1. Legal description
 - a. If only a portion of the bundle of rights pertaining to a specific parcel of real estate is being acquired, this will be the same as in the before condition. If all of the rights held by the grantor for only a portion of the larger parcel are being acquired, this section will describe only the real estate being retained in the after condition.
 - b. If the partial interest being acquired is only a portion of the property rights associated with the larger parcel, the rights being acquired are outstanding rights for the after appraisal.
2. Neighborhood factors
3. Property data
 - a. Site
 - b. Improvements
 - c. Fixtures
 - d. History
 - e. Assessed value and annual tax load
 - f. Zoning and other land use regulations

e. Part 5 - Data Analysis and Conclusions After Acquisition

1. Analysis of highest and best use
2. Land valuation
3. Value estimate by cost approach
4. Value estimate by sales comparison approach
 - a. Every effort must be made to provide similar conservation easement encumbered sales.
 - b. Discuss the restrictions on each of the encumbered sales and show how they are similar to the proposed conservation easement.
 - c. The percentage diminution method is discouraged. If it is used, the appraiser must explain why it is necessary over direct comparison of the sales. If the percentages can be compared, the sales should be able to be compared.
5. Value estimate by income capitalization approach
6. Correlation and final value estimate

f. Part 6 - Acquisition Analysis

1. Recapitulation
 - a. Show the difference between the value of the entire property and the value of the remainder by deducting the property's after value from its before value.
2. For Yellow Book appraisals only: Allocation and explanation of damages.
 - a. Briefly explain any damages to the remainder property.
3. For Yellow Book appraisals only: Explanation of special benefits.
 - a. Identify any special benefits accruing to the remainder.

g. Part 7 - Exhibits and Addenda

1. Location map
 - a. Maps must clearly identify the property and be of sufficient quality

to enable the review appraiser to locate the property on the ground. Maps must be dated and include a legend, scale, and north arrow. The original copy of the report must contain original maps or vivid color copies.

- i. Area Map.—This is a small-scale map showing the general location of the subject market area.
 - ii. Neighborhood Map.—This map shows the appraised property and its immediate neighborhood.
 - iii. Tract Map or Plat.—This map is a large-scale (2-inch per mile) United States Geological Survey (USGS) or similar-quality map that shows the appraised property and pertinent physical features such as roads, streams, and improvements. If portions of the appraised property are assigned separate contributory values to the whole, these areas must be delineated on this map or a separate map.
 - iv. Photograph Map.—This is a map or aerial photograph showing the location of the subject pictures.
2. Comparable data maps
 - a. This map must show the location of the appraised property and the sales. Delineate the boundaries of the appraised properties and comparable sales when the map is of sufficient scale to be meaningful. If all pertinent comparable sales cannot be shown on the same map as the appraised property, a smaller-scale map (such as a State road map) may be included in addition to the larger-scale map.
 3. Detail of comparative data
 - a. Include a completed form showing all information for each comparable transaction used in the appraisal. Include an aerial photograph, a plat (if available), a USGS topographic map (if appropriate), and color photos of each sale. The transaction number must match the number of the transaction listed in the report.
 4. Plot plan (if applicable)
 5. Floor plan (if applicable)
 6. Title evidence report
 - a. Include a copy of the preliminary title report or title report if available.
 - b. If unavailable, explain the due diligence completed by the appraiser. Include the deeds for the parent property or properties.
 7. Other pertinent exhibits
 - a. Present additional data such as documents and charts pertinent to the valuation and referred to in the body of the appraisal. Exhibits may include—
 - i. A copy of the conservation easement deed.
 - ii. A copy of technical reports from specialists. This may include a timber cruise summary signed by a timber cruiser or a road plan signed by an engineer.
 - iii. Property owner permission to appraise.
 8. Qualifications of appraiser
 - a. The contract appraisers must provide evidence of compliance with the certification requirements of the State or States where the properties are located.
 - b. The contract appraisers must provide documentation of compliance with experience requirements.
 - c. The contract appraisers must provide documentation of meeting the education requirements.
 - d. The contract appraiser must provide their contact information including but not limited to—
 - i. Address.

- ii. Phone numbers.
- iii. Email address.
- e. Engagement instructions received from the client.

G. Appraisal Reviews

1. All appraisal reports are subject to a technical appraisal review ordered by NRCS and conducted for compliance with appraisal instructions, USPAP, and UASFLA, if applicable, prior to acceptance by NRCS.
2. NRCS will order the technical appraisal review.
3. The review appraiser is not assigned to the appraisal until it is received from the eligible entity. The NRCS national appraiser is available to answer questions or advise the appraiser.
4. The review appraiser may contact the appraiser for clarification and minor corrections.
5. The appraisal will be returned through NRCS to the eligible entity if significant changes are necessary requiring a supplemental appraisal report as discussed in section H below. The review appraiser will provide a technical appraisal review report approving the appraisal or not approving the appraisal and identifying the corrections or additions needed.
6. The review appraiser will be available to the appraiser to assist in obtaining an acceptable appraisal report.
7. The supplemental appraisal report will be subject to a subsequent technical review.

H. Format for Supplemental Appraisal Reports

1. Supplements or amendments to appraisal reports, such as for updating value estimates or effective date of value, changes in acreage, changes in access, title conditions or deed terms, additional support or explanation, or to correct a previous appraisal report, must be referenced for incorporation with the original report in accordance with USPAP. The following format is recommended. All items must be addressed.
 - a. Title Page.—Include the same information as on the original appraisal report. Label the report as a “Supplemental Appraisal Report to the Appraisal Report for_____.”
 - b. Summary of Facts.—Include:
 1. Owner's name or other identification of the property
 2. Client's name
 3. Size
 4. Highest and best use
 5. New opinion of value
 6. Valuation date
 - a. Effective date of the original report, or
 - b. The date of the new inspection for updating the effective date.
 - c. Summary of Original Appraisal.—Cite the date and value opinion from the original appraisal. If previous updates have been made since the original appraisal, cite value opinions and value dates from all updates as well as the original appraisal.
 - d. Changes.—Explain the reason for the appraisal supplement such as, to update an opinion of value due to survey acres, new effective date, amend a previous appraisal report, add additional support or explanation, or other.
 - e. New Opinion of Value.—Discuss the changes that have occurred since the original appraisal. Discuss the method used to update the opinion of value and cite the evidence or analysis of trends that support the updated value opinion. Conclude with a statement of the new opinion of value and the valuation date which is the effective date of the original report or the new effective date, followed by the contract appraiser's signature.
 - f. Certification as required in section F(2)(a)(4) of this exhibit.
 - g. Addenda.—Include sales data detail for new sales cited, summaries of data and

trend analyses, maps of sales analyzed, and any other information relied upon but not included in the text.

- h. Binding.—If the supplemental appraisal report comprises more than four pages, it must be bound in durable report cover with appropriate identification.
- i. Electronic Copy.—An electronic copy of the supplemental report will be provided along with the hardcopy.

**Agricultural Conservation Easement Program –
Agricultural Land Easement (ACEP-ALE)
PARCEL COST-SHARE CONTRACT**

Lead ELIGIBLE ENTITY (Participant):	ACEP-ALE Program Agreement Number:
State:	Parcel Contract Number:
This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through March 31, _____ [ENTER YEAR that is 3 fiscal years after the date signed by NRCS], or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.	

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term “Parties” as used herein refers collectively to NRCS and the undersigned participants.
2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, “ACEP-ALE Parcel Cost-Share Contract,” and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, “Schedule of Acquisition for Easements,” which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, “Modification of the Schedule of Acquisition for Easements,” by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.
3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.
4. The participants agree to—
 - A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a “Lead Eligible Entity” to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.
 - B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, “Conservation Activity Approval and Payment Application for Acquisition of Easements,” to request payment of the Federal share associated with this Parcel Contract.
 - C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.
 - D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.
5. **PARCEL CONTRACT PARTICIPANTS**
(May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name	TAX ID	
	DUNS	
Eligible Entity Address, Telephone, e-mail	Payment Shares (enter percent)	%
Signature of Authorized Representative	Date	

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) Additional ELIGIBLE ENTITIES (Participants)
(Attach additional pages as needed)

Eligible Entity Name			TAX ID		
			DUNS		
Eligible Entity Address, Telephone, e-mail			Payment Shares (enter percent)		%
Signature of Authorized Representative				Date	
Signature required for modifications (Form NRCS-CPA-1267) <i>(NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)</i>	Yes	No	Signature required for payment requests (Form NRCS-CPA-1268)	Yes	No

Eligible Entity Name			TAX ID		
			DUNS		
Eligible Entity Address, Telephone, e-mail			Payment Shares (enter percent)		%
Signature of Authorized Representative				Date	
Signature required for modifications (Form NRCS-CPA-1267) <i>(NOTE: This delegation is not applicable for change in payment shares made on the Form NRCS-CPA-1267)</i>	Yes	No	Signature required for payment requests (Form NRCS-CPA-1268)	Yes	No

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	Date:
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ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT STATEMENT

The following 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. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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**U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)

Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract**

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and

(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, “Schedule of Acquisition for Easements,” or any modification thereto on Form NRCS-CPA-1267, “Modifications of the Schedule of Acquisition for Easements.” Each eligible entity identified on Form NRCS-CPA-1265, “ACEP-ALE Parcel Cost-Share Contract,” and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee)

- on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
4. **Third-party Right Holder.**—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
 5. **Landowner.**—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.
- B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
 - i. Complete and file Form AD-1026, “Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification,” or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
 - ii. Meet the requirements of, complete, and file Form CCC-941, “Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information,” or any successor form.
 - iii. Complete and file Form CCC-901, “Member’s Information,” or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
 - iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.
- C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

- A. The term “Parcel Contract,” as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.
- B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.

- C. This Parcel Contract must be executed by an authorized representative of **ENTITY**, NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.
5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the “noncertified eligible entity” provisions or “certified eligible entity” provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
 - a. For noncertified eligible entities, the agricultural land easement deed must contain the “Minimum Terms for the Protection of Agricultural Use,” (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
 - “Attach” Option Selected.—The version of the “ALE Minimum Deed Terms Addendum” that will be attached to the conservation easement deed,

- “Incorporate” Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
 - “Template” Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.
- b. For certified eligible entities, **ENTITY** may select the “Certified Eligible Entity Deed” option or may, with prior-NRCS approval only, select the “Other” option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

- A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.
- B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, **ENTITY** must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.
- C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

- A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY**.
- B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.
- C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, “Conservation Activity Approval and Payment Application for Easements,” and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.
- D. **ENTITY** may submit the payment request package—
1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
 2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).
- E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount

commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.

- F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.
- G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than \$250,000 and within 60 days if the Federal share for the individual easement is \$250,000 or greater.
- H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.
- I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.
- J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

- 1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
- 2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

- A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
 - 1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
 - 2. NRCS had determined the modification is consistent with the purposes of the program; and
 - 3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.
- B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.
- C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.
- D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

- A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.
- B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- C. The Parcel Contract terminates upon dissolution of the **ENTITY**.
- D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.
- E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner’s behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPA-1267 or an NRCS-approved substitute parcel is identified.
- F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

- A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
- B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

- A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
- B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.
- C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
- D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”)

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

- A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
- B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following **ELIGIBLE ENTITIES** and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, “Schedule of Acquisition for Easements” and any subsequent Form NRCS-CPA-1267, “Modification of the Schedule of Acquisition for Easements,” for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, “Schedule of Acquisition for Easements” form and any subsequent Form NRCS-CPA-1267, “Modification of the Schedule of Acquisition for Easements,” for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE

*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix)
(All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, “Schedule of Acquisition for Easements” and any subsequent Form NRCS-CPA-1267, “Modification of the Schedule of Acquisition for Easements,” for this Parcel Contract)*

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: Program.intake@usda.gov.

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Fiscal Year (FY) 2020 Target Timelines for ACEP:**Entering into New Agreements and Obligations and Target Dates for Prior-Year Agreements**

ACEP FY 2020 Enrollment and Acquisition Actions	Target Completion Date*	Notes
Guidance and allocations for FY 2020 ACEP implementation provided to States.	February 2020	States review ACEP interim rule, revised policy, and other guidance applicable to ACEP implementation in FY 2020. Prepare State materials and make updates as needed.
States announce availability of ACEP funding and any FY 2020 application cutoff dates.	On or about February 23, 2020	States establish FY 2020 ACEP application signup cutoff dates and batching periods and make public announcements of ACEP availability. Applications cutoff date must be at least 30 days after announcement and no earlier than March 23, 2020.
States complete FY 2020 CART ranking pools and post ranking criteria to State web sites.	Prior to first ACEP application cutoff date	FY 2020 ranking criteria must be posted to State website prior to first ACEP application signup cutoff date.
Recommended ACEP application cutoff for FY 2020 funding consideration.	30 days from funding announcement, no earlier than March 23, 2020	States may establish their own cutoff dates based on workload but must provide at least 30 days from the announcement of fund availability. States should conduct onsite investigations, ranking, and eligibility determinations as soon as applications are received.
Closing deadline for existing 2014 Farm Bill ALE-agreements based on FY of enrollment.	March 31, 2020	Closing deadline for— - FY 2016 – all attachment Cs and previously extended attachment As and Bs; - FY 2017 – all attachment Bs and previously extended attachment As - FY 2018 – all attachment As. Parcels must close by this date or the internal closing deadline must be extended in accordance with the terms of the agreement.
ACEP-WRE: States interested in offering the ACEP-WRE Reservation of Grazing Rights enrollment option in FY 2020 or requesting authorization to provide ACEP-WRE cost-share funds for certain grazing-related practices must submit the required information to the Easement Programs Division (EPD) for approval prior to implementation	April 1, 2020	- For grazing reserved rights submit the draft exhibit E for each area of interest to easementsupport@usda.gov - For authorization to provide cost-share for certain grazing-related practices, submit items identified by the national program manager.
ACEP-WRE: States interested in requesting a waiver for enrollment lands meeting the of adjacent lands eligibility criteria in excess of State conservationist authority must submit the required information to EPD for approval prior to implementation.	April 1, 2020	- States requests must be submitted to easementsupport@usda.gov , and - include the information as identified in 440-CPM-528-K-528.1051, including a copy of the State's draft (or final) WRCG
Enter all applications into NEST or ProTracts, including ALE funded and substitute parcels.	April 15, 2020	- ACEP-WRE applications: Enter into NEST - ACEP-ALE Program Agreements, Entity and Parcel applications: Enter into ProTracts - ACEP-ALE Cooperative and Grant Agreement, Entity and Parcel applications: Follow forthcoming guidance.
States complete initial eligibility determinations, and assessment and ranking in CART.	April 29, 2020	Eligible applications received by the application cutoff date must be ranked and prioritized using the most current State ranking criteria. As applicable, ranking scores for eligible applications must be entered into NEST.

Attachment B

ACEP FY 2020 Enrollment and Acquisition Actions	Target Completion Date*	Notes
Prepare and submit packages to procure due diligence and as needed, individual easement valuation items. Note: It is critical that WRE appraisals and appraisal technical reviews be contracted for at the same time.	May 6, 2020	Procure environmental record searches (ALE and WRE), title commitments for WRE, and where applicable, individual USPAP appraisals and appraisal technical reviews for WRE (contact national appraisers for assistance with identifying qualified local appraisers for WRE). Coordinate with FPAC-BC Acquisition Division on requirements and procedures for procurements.
Identify projects preapproved in Select Agreement Tool (SAT) for funding for FY 2020.	May 13, 2020	ACEP-WRE: Preapprovals must also be completed in NEST; digitize all conservation activities and restoration practices preapproved for ACEP-WRE funding in CD. ACEP-ALE: Preapprovals must be completed in ProTracts; digitize all conservation activities preapproved for funding in CD.
ACEP-WRE: Complete the necessary steps in NEST to create a funds reservation in FMFI.	May 17, 2020	Completion of the funds reservation process in FMFI will follow updated NEST guidance, States will follow the fund reservation process outlined in forthcoming NB providing FY 2020 easement financial management procedures.
Submit ACEP waiver request packages requiring NHQ review (e.g., 24-month ownership)	May 17, 2020	Packages will be reviewed in the order submitted. Earlier and complete submittal allows for faster review. Late or incomplete packages will not be reviewed until after timely and complete packages, as time allows. States will be notified of late, incomplete, or noncompliant submittals that must be deferred until FY 2021.
ALE: For entities determined to be eligible, obtain the completed and signed exhibit 1 to the ACEP-ALE program agreement.	May 22, 2020	States must review the ACEP-ALE program agreement in accordance with specific ACEP-ALE program agreement guidance. State conservationist may execute the properly completed and reviewed ACEP-ALE program agreement.
ACEP-WRE: Pending publication of updated AWMA statement of work and specification, begin procurement of the FY 2021 AWMA.	Upon publication of new AWMA SOW for ACEP-WRE. Estimated May 22, 2020	States that will use an AWMA for FY 2021 must not begin acquisition of an ACEP-WRE AWMA (new or updated to existing) for use in FY 2021 until updated SOW and guidance is published.
<u>ALE:</u> Recommended date for submitting attachment expiration deadline extension packages to FPAC BC Grants and Agreements Division (GAD) for existing 2014 Farm Bill ALE-agreements. (Refer to GAD guidance for package contents requirement.)	May 31, 2020	Unless extended, all active ALE attachments will expire on August 31, 2020 as follows: <u>ACEP-ALE:</u> Attachment expiration date for— - FY 2016 – all attachment Cs and previously extended attachment As and Bs; - FY 2017 – all attachment Bs and previously extended attachment As; - FY 2018 – all attachment As.
Complete procurement of easement boundary surveys for FY 2019 ACEP-WRE enrollments.	June 1, 2020	All contracts, orders, or agreements needed to obtain ACEP-WRE easement boundary surveys (including regional boundary survey IDIQs) for prior-year ACEP-WRE enrollments should be in place by this time.
Complete funds assessment to submit requests for additional funding in FY 2020.	June 15, 2020	Guidance will be provided in FY 2020 regarding the supplemental funds assessment. Submit fund returns through the Allotment Planning and Management Application (APM) as soon as it is known the funds are not needed; do not wait for the funds assessment.

ACEP FY 2020 Enrollment and Acquisition Actions	Target Completion Date*	Notes
<p><u>ALE</u>: Complete all State-level first- and second-level IC reviews.</p> <p>NOTE: Applies to all ALE-agreement types.</p>	June 19, 2020	<p>State must complete first- and second-level IC reviews prior to:</p> <ul style="list-style-type: none"> - Submitting unexecuted ACEP-ALE cooperative agreements grant agreements to GAD for service; or - Prior to executing ACEP-ALE parcel cost-share contracts associated with executed ACEP-ALE program agreements. <p>- NOTE: ACEP-ALE program agreements and associated parcel cost-share contracts are not submitted to GAD.</p>
<p><u>ALE</u>: Upload draft, unexecuted FY 2020 ACEP-ALE cooperative or grant agreements to GAD. Request GAD review and approval using Service Now.</p> <p>NOTE: Not applicable to ACEP-ALE program agreements.</p>	June 26, 2020	<p>States must follow any published GAD instruction specific to ACEP-ALE cooperative or grant agreements and the policy contained in NI 300-302 and NI 300-300. Service Now is used to request GAD review.</p> <p>NOTE: No new attachments to fund additional parcels may be added to ALE-agreements entered into under the 2014 Farm Bill or to FY 2019 ALE-Agreements.</p>
<p><u>ALE</u>: For all new FY 2020 ACEP-ALE cooperative or grant agreements, Request to GAD for agreement processing and to EPD national-level preobligation IC review.</p> <p>NOTE: Not applicable to ACEP-ALE</p>	June 26, 2020	<p>All required IC documents for FY 2020 ACEP-ALE cooperative or grant agreements must be completed and uploaded into the appropriate business tool immediately after the GAD upload. Earlier submittal along with accurately uploaded and named documents allows for faster review.</p>
<p><u>ALE</u>: For FY 2020 ACEP-ALE program agreements, submit required national-level preobligation IC items for individual ACEP-ALE parcel cost-share contracts associated with approved ACEP-ALE program agreements.</p>	June 26, 2020	<p>States must follow ACEP-ALE program agreement guidance provided separately.</p>
<p>Complete reviews of due diligence and title search documents to make final determinations regarding eligibility and enrollment or deferral for FY 2020.</p>	July 3, 2020	<p>If hazardous substance issues, title or access issues, onsite or offsite issues, or ALE agreement or deed terms issues are identified that present eligibility concerns that cannot be readily resolved by the landowner or ALE entity, the application must be deferred or determined ineligible accordingly.</p>
<p>Procurement contracts in place for FY 2021 AWMAs for ACEP-WRE.</p> <p>States that will use USPAP appraisals only in FY 2021, start preparing the compensation package for submission to NHQ.</p>	July 10, 2020	<p>Forthcoming phase-1 guidance will provide direction to States on submission of FY 2021 easement compensation packages and GARCs. States that will use an AWMA for ACEP-WRE in FY 2021 must notify EPD in accordance with the applicable FY 2021 easement valuation guidance. Upon receipt of the AWMA, submit a copy to the national appraiser for review of the AWMA.</p>
<p><u>WRE</u>: Finalize the preliminary WRPOs and cost estimates in CD and complete the supplement to the agreement to purchase for the preliminary obligation of restoration funds.</p>	July 17, 2020	<p>Sufficient documentation, including conservation plan map and schedule of operations, must be retained in the official easement case file and uploaded to NEST to support the calculations used to determine the cost estimates identified on the supplement.</p>
<p><u>WRE</u>: Complete State-level first- and second-level reviews, upload documents and submit NEST maintenance request for packages requiring national-level IC review.</p>	July 17, 2020	<p>All required documents for WRE applications that require national-level IC review should be uploaded into NEST by this date.</p> <p>Earlier submittal along with accurately uploaded and named documents allows for faster review.</p>
<p><u>ALE</u>: States send ACEP-ALE cooperative or grant agreement or individual ACEP-ALE parcel cost-share contracts to the selected eligible entity for signature.</p>	July 31, 2020	<p>States do not sign the ACEP-ALE cooperative or grant agreement or individual ACEP-ALE parcel cost-share contracts until after the eligible entity has signed.</p>

Attachment B

ACEP FY 2020 Enrollment and Acquisition Actions	Target Completion Date*	Notes
<u>WRE</u> : States issue WRE offers of enrollment (agreements) to selected eligible landowners. <u>ACEP-ALE Program Agreements only</u> : Following execution of the ACEP-ALE Program Agreement, States provide unexecuted ACEP-ALE parcel cost-share contract documents to eligible entities for their execution.	August 14, 2020	For projects that do not require national-level IC review, States may issue enrollment offers after completion of all required eligibility determinations and preliminary due diligence reviews and upon conclusion of State first- and second-level IC reviews.
<u>ALE</u> : States must upload the signed FY 2020 ACEP-ALE cooperative or grant agreement and IC review checklist to the appropriate easement business tool. Complete required steps for obligation of funds in FMML.	August 21, 2020	For ACEP-ALE cooperative and grant agreements, States must enter all required fields in the appropriate easement business tool, complete obligation submission checklist, and ensure supporting documentation is uploaded prior to an obligation in FMML. States must submit ServiceNow requests to remove any funds reservations for applications that will not move forward in FY 2020.
<u>WRE</u> : States must complete enrollment activities, complete required steps for documenting obligating funds needed in NEST and create agreements in NEST.	August 28, 2020	States must enter all required fields in NEST, upload one file in NEST with all obligation package supporting documentation in NEST prior to entering the enrollment funds to commit and electronically signing in NEST. States must submit ServiceNow requests to remove any funds reservations for applications that will not move forward in FY 2020.
<u>ALE</u> : Attachment expiration deadline for all - for ACEP-ALE and extended ACEP-ALE attachments depending on FY of enrollment.	August 31, 2020	Attachments will automatically expire on this date unless an extension (to August 31, 2021) is appropriate based on the terms of the agreement and executed prior to expiration.
Submission of FY 2021 easement compensation packages for ACEP-WRE to the EPD SharePoint site in the State folder at "FY 2021 GARCs-ACEP-WRE."	September 2, 2020	FY 2021 ACEP-WRE easement compensation packages must be submitted by all States, regardless of whether States will use individual USPAP appraisals only or will use an AWMA. NOTE: States that use AWMA's must include the option to conduct individual appraisals in their easement compensation package approval document.
Final deadline to enter an enrollment funds to commit and electronically sign in NEST.	ESTIMATED: September 9, 2020	Date is subject to change depending on FY 2020 deadlines established by FPAC BC.**
States complete entry of all FY 2020 ACEP applications into the appropriate business tool (NEST or ProTracts) and conduct quality assurance on NEST and ProTracts data.	September 11, 2020	All applications, whether selected or not selected must be entered, and statuses must be set as outlined in applicable NEST and ProTracts guidance.
<p>* States are encouraged to complete ACEP new enrollment actions in a timely manner; States should be aware that failure to complete the actions by the target dates in this timeline jeopardizes the successful enrollment of new agreements and obligation of funds in FY 2020.</p> <p>** Farm Production and Conservation Business Center (FPAC BC) encompasses the former Accounts Payable Services Branch (APSB) and Budget Support Services Branch (BSSB).</p>		

MODIFICATION OF THE SCHEDULE OF ACQUISITION FOR EASEMENTS									
Lead ELIGIBLE ENTITY (Participant)						STATE		PARCEL CONTRACT ORIGINAL EXPIRATION DATE March 31, _____	
ACEP-ALE PROGRAM AGREEMENT NUMBER				RCPP 2014 FARM BILL AGREEMENT NUMBER <i>(Complete ONLY if Parcel Associated with RCPP Agreement)</i>				MODIFICATION NUMBER	
ENROLLMENT TYPE <i>(Check one, must be same as original selection in Form NRCS-CPA-1266)</i>		General ALE		EXISTING PARCEL INFORMATION <i>(based on most recently executed Form NRCS-CPA-1266 or modification thereto, Form NRCS-CPA-1267)</i>		PARCEL CONTRACT NUMBER		TOTAL EASEMENT ACRES	
		ALE – Grassland of Special Environmental Significance (GSS)				LAND UNITS OR LEGAL DESCRIPTION		SERVICE CENTER AND COUNTY	
INSTRUCTIONS: <ul style="list-style-type: none"> Any individual section below that contains a change or update must be completed according to the instructions in the individual section. Except as otherwise instructed, it is not necessary to complete an individual section below that does not contain changes or updates. 									
SECTION 1: Modification to Extend Parcel Contract Expiration Date <i>(Check only one and enter revised parcel contract expiration year)</i>									
		12-MONTH PARCEL CONTRACT EXTENSION #1		March 31, _____				12-MONTH PARCEL CONTRACT EXTENSION #2	
								March 31, _____	
SECTION 2: Modification of Transaction Type or Entity Status Provisions <i>(Complete the selections in Box A or B only if a new selection is being made)</i>									
A. Transaction Type			Previous Selection <i>(Check one)</i>	New Selection <i>(Check one)</i>	B. Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status			Previous Selection <i>(Check one)</i>	New Selection <i>(Check One)</i>
Pre-closing Buy-Protect-Sell Transaction					Non-Certified Eligible Entity Provisions				
Post-closing Buy-Protect-Sell Transaction					Certified Eligible Entity Provisions ^{1/}				
SECTION 3: Parcel Contract and Location Information									
Existing Parcel Information <i>(Complete only if there are changes to the 'Existing Parcel Information' provided in the first portion of this Form NRCS-CPA-1267)</i>									
UPDATE TO EXISTING PARCEL INFORMATION		PREVIOUS TOTAL EASEMENT ACRES		REVISED TOTAL EASEMENT ACRES		REVISED LAND UNITS OR LEGAL DESCRIPTION <i>(Attach an updated map if there are changes to the proposed Parcel boundary)</i>			
Modification to Substitute an Existing Parcel <i>(Enter Substitute Parcel Information below and complete sections 4 through 9 in their entirety)</i>									
SUBSTITUTE PARCEL INFORMATION		PARCEL CONTRACT NUMBER		TOTAL EASEMENT ACRES		LAND UNITS OR LEGAL DESCRIPTION		SERVICE CENTER AND COUNTY	

SECTION 4: Conservation Easement Deed Language <i>(Check one and follow applicable instructions)</i>						SECTION 5: Agricultural Land Easement Plan Components ^{2/} <i>(Check all that apply)</i>	
	Attach Option. —ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed <i>(The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1267).</i>						Highly Erodible Land (HEL) Conservation Plan
	Incorporate Option. —ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed <i>(A copy of the unexecuted, NRCS National Headquarters (NHQ)-approved conservation easement deed must be attached to this Form NRCS-CPA-1267).</i>						Comprehensive Agricultural Land Easement Plan
	Template Option. —ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed <i>(A copy of the NRCS NHQ-approved template conservation easement deed must be attached to this Form NRCS-CPA-1267).</i>						Grasslands Management Plan
	Certified Eligible Entities ONLY. —Certified Eligible Entity Conservation Easement Deed <i>(A copy of the final conservation easement deed must be submitted to NRCS in accordance with the terms of the above-referenced ACEP-ALE Program Agreement and this Parcel Contract).</i>						Forest Management Plan
	Other. —Include Explanation <i>(selection of this option requires prior NRCS approval).</i>						None
SECTION 6: Easement Cost Information <i>(If information is entered in this section, section must be completed in its entirety)</i>							
A. Estimated Fair Market Value of Agricultural Land Easement						\$	
B. Requested Federal Share for the ALE						\$	
<ul style="list-style-type: none"> General ALE: Federal Share cannot exceed 50% of Item A ACEP-ALE-GSS: Federal Share cannot exceed 75% of Item A 							
C. Total Estimated Non-Federal Share^{3/} <i>(The amount shown here is the total of—</i>						\$	
<ul style="list-style-type: none"> <i>All entity cash contributions for payment of easement compensation to the landowner.</i> <i>All landowner donations toward easement value.</i> <i>Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements.</i> <i>Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non-Federal share requirement, limited to 2% of item (A) above).</i> 							
SECTION 7: Eligible Entity <i>(If information entered in this section, section must be completed in its entirety; attach additional sheets as necessary).</i>							
NOTE: <i>If information is entered in Column E below to revise payment shares, all eligible entities that are party to this Parcel Contract must sign this Form NRCS-CPA-1267.</i>							
A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	B. Role of Eligible Entity - Independent - Dependent	C. Certified Eligible Entity^{1/} - Yes - No	D. Existing Payment Shares (Percentage) - Enter payment shares from Form NRCS-CPA-1265 or previously modified payment shares from preceding Form NRCS-CPA-1267	E. Modification to Revise Payment Shares (Percentage) - Enter payment share information in this column if there is a change to one or more of the percentages identified in Column D - Total must equal 100%	F. Distribution: Estimated Amount of Federal Share to be Paid to Eligible Entity - Federal share may only be paid to an Eligible Entity - Total must equal section 6, item (B) above		

			- Total must equal 100%	- All Eligible Entities must sign	
			%	%	\$
			%	%	\$
			%	%	\$
Totals:			%	%	\$

SECTION 8: Other Interest Holder Information *(Only enter information in this section if there is a change to the list of co-holders or third-party right holders; if information is entered in this section, section must be completed in its entirety; attach additional sheets as necessary. Signatures are only required for new co-holders not previously identified in and signatory to this Parcel Contract on either the Form NRCS-CPA-1265-Appendix or prior a modification, Form NRCS-CPA-1267.)*

A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	B. Role of Legal Entity - Co-holder - Third-Party Right Holder	C. Status of Legal Entity on Parcel Contract - Existing - New	D. Signature of Authorized Representative - Co-holder <i>(required for all new co-holders)</i> - Third-Party Right Holder <i>(optional)</i>

SECTION 9: Parcel Landowner Information *(attach additional sheets as necessary) (If information entered in this section, section must be completed in its entirety, unless only change is to select a different decisionmaker from among the landowners identified on the most current Form NRCS-CPA-1266 or Form NRCS-CPA-1267, in which case only the information about the new decisionmaker is required)*

A. Landowner Name^{4/}	B. Decision Maker <i>(Check Only One)</i>	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved^{5/} <i>(Yes/No)</i>	E. Commensurate Reduction (%) applied at Payment^{6/}
		%		%
		%		%
		%		%
		%		%
		%		%
		%		%
Total Ownership Shares (Must Equal 100%):		%		

NOTES:

^{1/} Acquisition of the agricultural land easement on the identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 7 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on the Form NRCS-CPA-1266 or on this NRCS-CPA-1267.

^{2/} In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.

^{3/} The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.

^{4/} NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.

^{5/} Prior the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

^{6/} NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants

Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date
Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official

NRCS State Conservationist Signature	Date
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PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Sec. 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 under 16 U.S.C. Section 3801 note and 16 U.S.C. Section 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

**Statement to Confirm Matching Funds
Agricultural Conservation Easement Program –
Agricultural Land Easement (ACEP-ALE)
For General ACEP-ALE Enrollments
2018 Farm Bill**

The following information is required prior to the dispersal of the Federal share of ACEP financial assistance funds for the acquisition of a general ACEP-ALE. The purpose of this form is to identify and confirm sources of the non-Federal share.

ACEP-ALE Parcel Name:

ACEP-ALE Agreement #:

ACEP-ALE Parcel ID #:

State:

County, Parish, or Borough:

A. Appraised fair market value of the agricultural land easement	\$
B. Eligible Entity cash contribution ^{1/} for payment of easement compensation to the Landowner (Grantor) from the Eligible Entity's own cash resources	\$
C. Federal share ^{2/} for payment of easement compensation to the Landowner (Grantor) through Eligible Entity <ul style="list-style-type: none"> • <i>C must not exceed 50% of A, and</i> • <i>C must not exceed (B + E + Eligible Entity portions of F + G)</i> 	\$
D. Agricultural land easement purchase price (D = B + C)	\$
E. Landowner (Grantor) donation ^{3/} toward easement value (generally, E = A – D)	\$

^{1/}Eligible Entity cash contribution (**item B**) is limited to the amount provided by the Entity for payment of easement compensation to the Landowner (Grantor) and may include all sources of funds used to make such payment other than any funds provided by the Landowner or the Federal share provided under ACEP. This amount does not include any other costs (administrative, planning, stewardship, etc...) or nonmonetary items (in-kind activities, land from another parcel, etc...)

^{2/}The Federal share provided as ACEP financial assistance (**item C**) to the Eligible Entity must not be used—for easement acquisition-related costs such as appraisal, survey, title insurance, legal fees; for planning costs, such as baseline documentation or agricultural land easement plan development; for easement monitoring or stewardship; or for any purpose other than the purchase of the agricultural land easement from the Landowner (Grantor).

^{3/}Landowner Donation (**item E**) toward easement value may include a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) or a charitable donation. Landowners shall not donate any part of **items B, C, or D** back to the Eligible Entity.

F. Easement Acquisition Related Costs^{4/} Paid By: <i>(enter amount for each item)</i>	Eligible Entity^{5/}	Landowner
F1. Appraisal <i>(by certified appraiser to USPAP/UASFLA standards)</i>	\$	\$
F2. Easement Boundary Survey <i>(by licensed surveyor and meeting State standards)</i>	\$	\$
F3. Phase-I Environmental Site Assessment <i>(by qualified environmental professional and meeting 40 CFR 312 standards)</i>	\$	\$
F4. Title Commitments/Reports	\$	\$
F5. Title Insurance	\$	\$
F6. Closing Costs	\$	\$
G. Stewardship and Monitoring Costs Paid By: <i>(enter amount for each item)</i>	Eligible Entity	Landowner
G1. Stewardship Funds Contributed by Eligible Entity <i>(from sources other than the Landowner (Grantor))</i>	\$	
G2. Stewardship Funds Contributed by Landowner <i>(Landowner cost limited to 2% of A, unless entity has submitted to NRCS documentation for Landowner contributions of stewardship funds in excess of 2% of A)</i>		\$

^{4/}For **items F1 through F6**, enter only the cost of the item procured from a third party for the provision of the listed report or service that meets the applicable ACEP-ALE requirements. Do not include in the Eligible Entity boxes, any amounts provided by the Landowner used to procure these items or vice versa.

^{5/}If taken together, the Eligible Entity cash contribution (**item B**) and the Landowner donation (**item E**) are less than the Federal share (**item C**), then any amounts of **items F1 through F6** paid by the Eligible Entity that are relied upon to meet the minimum non-Federal share requirement must be supported by copies of paid invoices or receipts or, for advance payments, outstanding invoices, provided by the Eligible Entity at the time the payment request is submitted.

Certifications: ACEP-ALE Statement to Confirm Matching Funds

GRANTOR (Landowner) *(attach additional signature pages as needed)*

I certify that the information on this supporting form for the acquisition of an ACEP-ALE is true, correct, and complete. I have been informed that the dollar amount listed above is the appraised fair market value of the agricultural land easement, and that I have agreed to grant an agricultural land easement on my property for \$ *(enter purchase price)*. I understand that false certification has serious consequences and will result in ineligibility for the ACEP.

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

GRANTEE (Eligible Entity) *(attach additional signature pages as needed)*

I certify that the information on this form for the acquisition of an ACEP-ALE is true, correct, and complete. I further certify that the Eligible Entity's own contributions and costs as listed above have not come from additional donations, payments, loans, or fees made by or charged to the above-identified Grantors, immediate family members, or organizations controlled or funded by the Grantors, either through formal or informal agreements. I understand that false certification has serious consequences and will result in ineligibility of the entity for the ACEP.

Eligible Entity Name (please print):

Authorized Official (please print):

Signature by Authorized Official:

Date:

NRCS

I certify that I have communicated directly with the Grantor, who has confirmed to me all of the information listed above is true, correct, and complete. The Grantor has certified that the Eligible Entity's own contributions and costs as listed above will not come from additional donations, payments, loans, or fees made by or charged to the above-identified Grantor, immediate family members, or organizations controlled or funded by the Grantor, either through formal or informal agreements. The Grantor understands that the purchase price is the amount he or she should receive at closing for the purchase of the agricultural land easement less any commensurate reduction to the Federal share provided by NRCS pursuant to the adjusted gross income limitations in 7 CFR part 1400. The Grantor further understands that the ACEP-ALE does not require a Landowner donation or contributions to stewardship or acquisition funds.

Name:

Title:

Signature by NRCS Representative:

Date:

**Statement to Confirm Matching Funds
Agricultural Conservation Easement Program –
Agricultural Land Easement (ACEP-ALE)
For ACEP-ALE Grassland of Special Environmental Significance (GSS) Enrollments
2018 Farm Bill**

The following information is required prior to the dispersal of the Federal share of ACEP financial assistance funds for the acquisition of an ACEP-ALE-GSS. The purpose of this form is to identify and confirm sources of the non-Federal share.

ACEP-ALE Parcel Name:

ACEP-ALE Agreement #:

ACEP-ALE Parcel ID #:

State:

County, Parish, or Borough:

A. Appraised fair market value of the agricultural land easement	\$
B. Eligible Entity cash contribution ^{1/} for payment of easement compensation to the Landowner (Grantor) from the Eligible Entity's own cash resources	\$
C. Federal share ^{2/} for payment of easement compensation to the Landowner (Grantor) through Eligible Entity <ul style="list-style-type: none"> • <i>C must not exceed 75% of A, and</i> • <i>C must not exceed (B + E + Eligible Entity portions of F + G)</i> 	\$
D. Agricultural land easement purchase price ($D = B + C$)	\$
E. Landowner (Grantor) donation ^{3/} toward easement value (<i>generally, $E = A - D$</i>)	\$

^{1/}Eligible Entity cash contribution (**item B**) is limited to the amount provided by the Entity for payment of easement compensation to the Landowner (Grantor) and may include all sources of funds used to make such payment other than any funds provided by the Landowner or the Federal share provided under ACEP. This amount does not include any other costs (administrative, planning, stewardship, etc...) or nonmonetary items (in-kind activities, land from another parcel, etc...)

^{2/}The Federal share provided as ACEP financial assistance (**item C**) to the Eligible Entity must not be used—for easement acquisition-related costs such as appraisal, survey, title insurance, legal fees; for planning costs, such as baseline documentation or agricultural land easement plan development; for easement monitoring or stewardship; or for any purpose other than the purchase of the agricultural land easement from the Landowner (Grantor).

^{3/}Landowner Donation (**item E**) toward easement value may include a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) or a charitable donation. Landowners shall not donate any part of **items B, C, or D** back to the Eligible Entity.

F. Easement Acquisition Related Costs^{4/} Paid By: <i>(enter amount for each item)</i>	Eligible Entity^{5/}	Landowner
F1. Appraisal <i>(by certified appraiser to USPAP/UASFLA standards)</i>	\$	\$
F2. Easement Boundary Survey <i>(by licensed surveyor and meeting State standards)</i>	\$	\$
F3. Phase-I Environmental Site Assessment <i>(by qualified environmental professional and meeting 40 CFR 312 standards)</i>	\$	\$
F4. Title Commitments/Reports	\$	\$
F5. Title Insurance	\$	\$
F6. Closing Costs	\$	\$
G. Stewardship and Monitoring Costs Paid By: <i>(enter amount for each item)</i>	Eligible Entity	Landowner
G1. Stewardship Funds Contributed by Eligible Entity <i>(from sources other than the Landowner (Grantor))</i>	\$	
G2. Stewardship Funds Contributed by Landowner <i>(Landowner cost limited to 2% of A, unless entity has submitted to NRCS documentation for Landowner contributions of stewardship funds in excess of 2% of A)</i>		\$

^{4/}For **items F1 through F6**, enter only the cost of the item procured from a third party for the provision of the listed report or service that meets the applicable ACEP-ALE requirements. Do not include in the Eligible Entity boxes, any amounts provided by the Landowner used to procure these items or vice versa.

^{5/}If taken together, the Eligible Entity cash contribution (**item B**) and the Landowner donation (**item E**) are less than the Federal share (**item C**), then any amounts of **items F1 through F6** paid by the Eligible Entity that are relied upon to meet the minimum non-Federal share requirement must be supported by copies of paid invoices or receipts or, for advance payments, outstanding invoices, provided by the Eligible Entity at the time the payment request is submitted.

Certifications: ACEP-ALE Statement to Confirm Matching Funds

GRANTOR (Landowner) *(attach additional signature pages as needed)*

I certify that the information on this supporting form for the acquisition of an ACEP-ALE is true, correct, and complete. I have been informed that the dollar amount listed above is the appraised fair market value of the agricultural land easement, and that I have agreed to grant an agricultural land easement on my property for \$ *(enter purchase price)*. I understand that false certification has serious consequences and will result in ineligibility for the ACEP.

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

Grantor (Landowner) Name (please print):

Signature:

Date:

GRANTEE (Eligible Entity) *(attach additional signature pages as needed)*

I certify that the information on this form for the acquisition of an ACEP-ALE is true, correct, and complete. I further certify that the Eligible Entity's own contributions and costs as listed above have not come from additional donations, payments, loans, or fees made by or charged to the above-identified Grantors, immediate family members, or organizations controlled or funded by the Grantors, either through formal or informal agreements. I understand that false certification has serious consequences and will result in ineligibility of the entity for the ACEP.

Eligible Entity Name (please print):

Authorized Official (please print):

Signature by Authorized Official:

Date:

NRCS

I certify that I have communicated directly with the Grantor, who has confirmed to me all of the information listed above is true, correct, and complete. The Grantor has certified that the Eligible Entity's own contributions and costs as listed above will not come from additional donations, payments, loans, or fees made by or charged to the above-identified Grantor, immediate family members, or organizations controlled or funded by the Grantor, either through formal or informal agreements. The Grantor understands that the purchase price is the amount he or she should receive at closing for the purchase of the agricultural land easement less any commensurate reduction to the Federal share provided by NRCS pursuant to the adjusted gross income limitations in 7 CFR part 1400. The Grantor further understands that the ACEP-ALE does not require a Landowner donation or contributions to stewardship or acquisition funds.

Name:

Title:

Signature by NRCS Representative:

Date:

<p align="center">CONSERVATION ACTIVITY APPROVAL AND PAYMENT APPLICATION FOR ACQUISITION OF EASEMENTS (EASEMENT PAYMENT APPLICATION)</p> <p>Information is needed from Form NRCS-CPA-1265 "ACEP-ALE Parcel Cost-Share Contract," and Form NRCS-CPA-1266 "Schedule of Acquisition for Easements," or the most recent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," to complete this form.</p> <p align="center">Penalty for false statement or entities.</p>	Lead Eligible Entity (Participant)					State
	ACEP-ALE Program Agreement Number				Parcel Contract Number	
	Easement Payment Application Number				Fund Code	
	Payment Type (Select One)		Advance	Provisions Based on Eligible Entity Status (Enter selected option from most recent Form NRCS-CPA-1266 or Form NRCS-CPA-1267 for the above-referenced Parcel Contract)		Non-Certified Eligible Entity Provisions
			Reimbursement		Certified Eligible Entity Provisions	

SECTION 1: CONSERVATION ACTIVITY PERFORMED

Contract Item	Practice Code and Name	For Non-Certified Eligible Entity Acquisitions Only		Completion of "Statement to Confirm Matching Funds," NRCS-CPA-230 (Enter date signed by NRCS)	Closing Date (For Advances: Enter Planned Closing Date For Reimbursements: Enter Date Conservation Easement Deed signed by last party to the Deed)	Final Easement Acres	Federal Share Payment Amount
		Completion of "Preliminary Certificate of Inspection and Possession," NRCS-CPA-27 (Enter date signed by NRCS)	"NRCS Approval Letter to Proceed with the ACEP-ALE Acquisition" (Enter date of letter from NRCS)				
						Total	

Notes:	
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Conservation Activity Certification: The conservation activity performed to the extent shown above, meets program and activity requirements and all required documents have been submitted.	
Item	Description of Requirement: The following items must be attached to this Easement Payment Application.
1	A copy of the final agricultural land easement deed with all exhibits; if a reimbursement is requested, then the deed must be a copy of the recorded document and include a recording receipt.
2	Completed Form NRCS-CPA-230, "Statement to Confirm Matching Funds" as follows: <ul style="list-style-type: none"> • Use Form NRCS-CPA-230E for General ALE parcels, or • Use Form NRCS-CPA-230F for ACEP-ALE-GSS parcels. Additionally, copies of paid invoices or receipts, or for advance payments, outstanding invoices for procured costs paid by the eligible entity to a third-party for items identified on the Form NRCS-CPA-230 that are relied upon to meet the minimum non-Federal share requirement.
3	If applicable, a copy of the agricultural land easement plan signed by the landowner and the eligible entity.
4	A copy of the baseline documentation report signed by the eligible entity.
5	Eligible Entity Cash Contribution Toward Payment of Easement Compensation to the Landowner: If the eligible entity is contributing less than 10 percent of the fair market value of the agricultural land easement in the form of a cash contribution for payment of easement compensation to the landowner, the eligible entity must provide an estimate of annual costs and staff time (minimum 10-year projection) required to conduct management, monitoring, and enforcement of the parcel (e.g., onsite visits, aerial image review, title review, completion of monitoring report, follow-up on findings) and evidence of sufficient funding or capacity (e.g., balances and projections for dedicated funds, stewardship or endowment funds, program appropriations, staffing levels, or other resources dedicated to the management, monitoring, and enforcement of the individual parcel).
6	If request for reimbursement of the Federal share, a copy of the American Land Title Association (ALTA) title insurance policy.
7	If a request for an advance of the Federal share: <ul style="list-style-type: none"> • A complete and signed copy of the "NRCS Closing Agent Requirements." • A copy of the ALTA title commitment. • A signed settlement statement prepared by the closing agent. • Evidence of liability insurance coverage or indemnification in an amount at least equal to the Federal funds provided as cost share for the purchase of the agricultural land easement, providing for reimbursement to the insured party for any loss of Federal funds caused by fraud, dishonesty, negligence, or failure by the attorneys, closing agents, or closing agents' employees to comply with the written closing instructions.
8	For Certified Eligible Entities Only: In addition to the items listed above, at the time this Easement Payment Application is submitted, the following items must also be provided to NRCS. <ul style="list-style-type: none"> • A hardcopy and electronic copy of the appraisal report or other determination of the fair market value of the agricultural land easement. • A certificate of use and consent (using Form NRCS-LTP-23 or substantively similar document with the summary of the certified eligible entity's findings or recommendations. • Any impervious surface waiver requests and supporting documentation. • A map of any existing and proposed building envelopes.
Certification By: NRCS Reviewing Official Signature	
Date	

SECTION 2. PARTICIPANT CERTIFICATION AND SIGNATURE

CERTIFICATION BY PARTICIPANT(S):

The undersigned eligible entity certifies that they have participated in the Agricultural Land Easement component of the Agricultural Conservation Easement Program (ACEP-ALE) in accordance with all program requirements and the terms and conditions of the above-referenced ACEP-ALE Program Agreement and ACEP-ALE Parcel Cost-Share Contract, and in accordance with their status as a non-certified eligible entity or certified eligible entity. The undersigned eligible entity will hereafter be referred to as the “participant.”

- For Non-Certified Eligible Entities: The participant certifies that it has received NRCS approval of the appraisal or easement value and that they are acquiring or have acquired an agricultural land easement on land with clear title using a conservation easement deed that has been reviewed and approved by NRCS.
- For Certified Eligible Entities: The participant certifies that it has obtained a determination of the fair market value of the agricultural land easement at its own cost using one of the methods set forth in 7 CFR Section 1468.24 and identified in the above-referenced ACEP-ALE program agreement and that it is acquiring or has acquired an agricultural land easement that—
 1. Addresses in the agricultural land easement deed all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d) as published at the time the ACEP-ALE Program Agreement was originally executed and includes the prescribed United States right of enforcement as stated in the above-referenced ACEP-ALE Program Agreement.
 2. Is unencumbered by outstanding or reserved interests, or, if encumbered, such encumbrances are subordinated to the agricultural land easement, or, if encumbered by unsubordinated encumbrances, such encumbrances are consistent with 7 CFR Part 1468 and the above-referenced ACEP-ALE Program Agreement.
 3. Is insured through an owner’s American Land Title Association (ALTA) policy with the participant listed as the insured on the policy and the policy issued for the full amount of the agricultural land easement purchase price.

The participant certifies that it is currently registered in the System for Award Management (SAM) and are providing a valid Dun and Bradstreet Data Universal Numbering System (DUNS) number on this Easement Payment Application. NRCS will not disburse funds for an agricultural land easement until all applicable DUNS and SAM requirements have been met.

The participant certifies that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for each landowner of record is current and on file with the appropriate USDA service center agency.

It is the responsibility of the participant to provide accurate information to support all items addressed in this Easement Payment Application. False certifications are subject to criminal and civil fraud statutes.

Participant certifies that the above information is true and correct. Participant further certifies that the entry in “Final Easement Acres” above shows that the conservation activity was performed in accordance with the program requirements and conservation activity specifications. Participant hereby applies for payment to the extent that the NRCS approving official has determined that the conservation activity has been performed.

Signature of Lead Eligible Entity Authorized Representative:	Date:
Signature of Eligible Entity Authorized Representative	Date:
Signature of Eligible Entity Authorized Representative	Date:

SECTION 3. NRCS APPROVING OFFICIAL CERTIFICATION

Pursuant to authority vested in me, I certify that the items listed herein are correct and hereby approved for payment from the fund designated on supporting data records.

NRCS State Conservationist Signature	Date

SECTION 4. PAYMENT SUMMARY

Payment Amounts Owed to Individual Eligible Entities (Participants); Do not list Eligible Entities with a 0-percent share

Eligible Entity (Participants) - enter information only for those eligible entities that will receive payment of the Federal share; - do not enter eligible entities that have a 0% payment share	Tax Identification	DUNS Number	Payment Share Percentage - as identified in Form NRCS-CPA-1265 or as updated in Form NRCS-CPA-1267 - Total must equal 100%	Payment Amount Owed to Each Participant - Payment share applied to total Federal share payment amount identified in section 1 above
1.			%	\$
2.			%	\$
3.			%	\$
4.			%	\$
Total			%	\$

SECTION 5. PAYMENT DISTRIBUTION AND ASSIGNMENTS

Identify the distribution of the payment amount owed to each eligible entity (participant) as identified in section 4, complete one table for each eligible entity identified above.

Participant may assign all or a portion of the payment amount owed as follows:

- To the closing agent as identified in the "NRCS Closing Agent Requirements," attached to this Easement Payment Application
- To an assignee as designated on a completed Form CCC-36, "Assignment of Payment," attached to this Easement Payment Application

TABLE 1	Eligible Entity (Participant) Name	Total Payment Amount Owed to Eligible Entity \$
Enter information below only if all or a portion of the payment is being issued directly to the Eligible Entity		
Eligible Entity Account		Direct Payment Amount to Eligible Entity \$
Enter information below only if all or a portion of the payment is being assigned		

Assignee Name	Assignee Tax ID Number	Source of Assignee Account, Address, and Acknowledgment (Check One)		Assignment Amount
		Attached NRCS Closing Agent Instructions	Attached CCC-36	
				\$
				\$
				\$
Total of Direct Payment and Assignment Amounts (must equal the "Total Payment Amount Owed" to the Eligible Entity identified in this box)				\$

TABLE 2	Eligible Entity (Participant) Name	Total Payment Amount Owed to Eligible Entity \$		
Enter information below only if all or a portion of the payment is being issued directly to the Eligible Entity				
Eligible Entity Account		Direct Payment Amount \$		
Enter information below only if all or a portion of the payment is being assigned				
Assignee Name	Assignee Tax ID Number	Source of Assignee Account, Address, and Acknowledgment (Check One)		Assignment Amount
		Attached NRCS Closing Agent Instructions	Attached CCC-36	
				\$
				\$
				\$
Total of Direct Payment and Assignment Amounts (must equal the "Total Payment Amount Owed" to the Eligible Entity identified in this box)				\$

TABLE 3	Eligible Entity (Participant) Name	Total Payment Amount Owed to Eligible Entity \$
Enter information below only if all or a portion of the payment is being issued directly to the Eligible Entity		
Eligible Entity Account		Direct Payment Amount \$

Enter information below only if all or a portion of the payment is being assigned				
Assignee Name	Assignee Tax ID Number	Source of Assignee Account, Address, and Acknowledgment (Check One)		Assignment Amount
		Attached NRCS Closing Agent Instructions	Attached CCC-36	
				\$
				\$
				\$
Total of Direct Payment and Assignment Amounts (must Equal the "Total Payment Amount Owed" to the Eligible Entity identified in this box)				\$

PRIVACY ACT STATEMENT

The following 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 under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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**Specifications and Scope of Work for Appraisals of Real
Property for the Agricultural Land Easement component of
the Agricultural Conservation Easement Program
(ACEP-ALE)**

A. Background Information

1. The United States of America, acting through the United States Department of Agriculture's Natural Resources Conservation Service (NRCS) and **[Eligible Entity name]** is considering purchasing a conservation easement to assist the landowner in protecting the agricultural use and future viability and related conservation values by limiting nonagricultural uses of the land or protecting grazing uses and related conservation values on eligible lands. Eligible lands include farm and ranch lands that contain prime, unique, or statewide and locally important soils; that contain historical or archaeological resources; that protect grazing uses and related conservation values; or the protection of which will further the purposes of the Agricultural Conservation Easement Program (ACEP). These lands may be placed under a conservation easement through the Agricultural Lands Easement component of the ACEP-ALE.
2. All appraisals completed for ACEP-ALE must comply with appraisal instructions issued by NRCS. The eligible entity must order the appraisal and be identified as the client. The eligible entity may opt for either of the following two methods to determine the effect of the conservation easement on the subject property:
 - a. A Uniform Standards of Professional Appraisal Practice (USPAP) appraisal.
 - b. A Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA commonly called "Yellow Book") appraisal.
3. The appraiser must be aware that all appraisal reports completed for ACEP-ALE will be used by NRCS staff and contract review appraisers that will rely on the details in the report to understand the property and market characteristics. Because many of the NRCS users and review appraisers will neither personally inspect the property nor be familiar with the local area, the appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions, and conclusions offered within the report.
4. The NRCS national appraiser resolves questions that arise from these specifications. Contact information may be obtained through the client from the NRCS State office.
5. The landowner is **not** a client for the ACEP-ALE appraisal. The landowner may be an intended user. "Landowner" is defined as either the current owner or the party identified in the agreement or contract to sell the conservation easement to the eligible entity.

B. Appraiser Qualifications

1. Appraisal reports will only be accepted and approved by NRCS if these qualifications are met and documentation is provided in the appraisal report.
2. All real property appraisers performing appraisals under ACEP-ALE must be State-certified general real property appraisers or obtain a temporary practice permit equal to State-certified general real property appraiser in compliance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) in the State or States where the subject property is located.
3. The appraiser must be in good standing with the licensing authority where the credential was issued.
4. The appraiser must not have received any disciplinary action within the past 5 years resulting in suspension of the credential.
5. The appraiser must have demonstrated competency in compliance with USPAP or UASFLA in conducting appraisals of rural and agricultural properties of the requested type.

6. The appraiser must have demonstrated competency in compliance with USPAP or UASFLA in conducting appraisals of rural and agricultural properties with conservation easements of the requested type.
7. The appraiser must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
8. The appraiser must provide documentation of completion of a UASFLA (Yellow Book) course for any UASFLA appraisal.

C. Purpose of the Appraisal Report

The applicable purpose of the appraisal report must be stated in the report. The purpose depends upon which of the approved appraisal methods the eligible entity selected.

1. **FOR USPAP APPRAISALS:** The purpose of the appraisal is to provide an opinion of market value of the proposed easement area before placement of the conservation easement and an opinion of market value of the proposed easement area as if the conservation easement is in place. The difference between these two values will be the effect of the conservation easement on the subject property. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions and conclusions offered within the report.
 - a. The market value definition that will be stated and used in developing and reporting this assignment is as follows:
 1. “Market value” means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby—
 - a. Buyer and seller are typically motivated.
 - b. Both parties are well informed or well advised and acting in what they consider their own best interests.
 - c. A reasonable time is allowed for exposure to the open market.
 - d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
 - e. The price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”
 - b. No other definition of market value is acceptable for USPAP appraisals.
2. **FOR UASFLA/YELLOW BOOK APPRAISALS:** The purpose of the appraisal is to provide an opinion of market value of the subject property (larger parcel) before acquisition of a conservation easement (before value) and an opinion of market value of the subject property remaining after the proposed easement has been placed (after value). The appraiser must recognize that in a before and after appraisal, the partial interest being acquired is not actually being appraised. The subject property appraised is the larger parcel before and after the conveyance of the partial interest. The larger parcel concept involves not only the land proposed for the easement area but all surrounding land that meets the definition of larger parcel found in UASFLA.
 - a. The purpose of two opinions of value is to establish the effect on value resulting

from imposition of a conservation easement. The compensation for the conservation easement is the before value of the larger parcel minus the after value of the property as encumbered by the ACEP agricultural land easement deed, provided there are not adjustments, such as excess irrigation water rights explained below, that would equal the price of the easement. A key concept in this appraisal process is defining the larger parcel that is required to begin the appraisal process. The appraisal must be completed in compliance with USPAP, UASFLA, and appraisal instructions issued by NRCS.

- b. For the purpose of these appraisals, the Federal rules for acquisition will be used.
- c. The market value definition that will be stated and used in developing and reporting this assignment is the definition as stated in UASFLA:
 - 1. “Market value is the amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”
- d. This definition makes no linkage between the estimated market value and exposure time. A specific exposure time must not be cited in an appraisal report prepared under Yellow Book standards. Invoke the jurisdictional exception rule to avoid a violation of USPAP standards, which require a specific exposure time.
- e. No other definition of market value is acceptable for UASFLA/Yellow Book appraisals.

D. Information for the appraiser

The following information is recommended to be provided to the appraiser by the client (eligible entity):

- 1. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified
- 2. Legal description of subject property’s parent tract
- 3. Preliminary legal description of the proposed easement area or survey, if available
- 4. Copy of the **proposed** conservation easement deed
- 5. Aerial photograph indicating the location and acreage of any conservation agreement, contract, or easement of any type that is associated with the property
- 6. Specific details of any existing easements, reservations or other restriction currently encumbering the subject property as provided by the landowner
- 7. Documentation of production data provided by landowner
- 8. If water rights are included in the easement area, documentation provided by the eligible entity will identify the volume of water rights to be retained for the subject property as necessary
- 9. Documentation of water rights owned, including name of irrigation company, number of shares or amount of ownership, and documentation concerning irrigation wells on the property to be appraised, as provided by the landowner
- 10. Recorded landowner’s name, address, and telephone number
- 11. Current information as to the status of title of ownership, such as copies of deeds
- 12. If available, completed “Preliminary Certificate of Inspection and Possession” and the “Hazardous Materials Field Inspection Checklist” and any available information pertaining to the probability of existence of hazardous substances that might be found on the property to be appraised
- 13. Copy of preliminary title commitment covering the proposed easement area, if available
- 14. Copy of the completed agricultural land easement plan or component plans, if available

15. A copy of the recorded written access to the easement area, evidence that the property is accessible from a public road, or NRCS-approved alternative legal access route is required
16. Written permission from the landowner or an authorized representative authorizing the assigned appraiser to enter the property for appraisal purposes

E. Background for the Appraisal Report

1. Prepare two opinions of value of the subject property. One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on value that may be created. The difference in the two values is the effect of the proposed conservation easement on the value of the property (fair market value of the ACEP-ALE).
2. Client is **[eligible entity name]**, unless otherwise directed by the client. The landowner must not be the client. "Landowner" is defined as either the current owner or the party identified in the agreement or contract to sell the conservation easement to the eligible entity.
3. The intended user must be identified as USDA/NRCS and any other specific organization or eligible entity that may be involved in the specific transaction unless otherwise directed by the client. The landowner may be an intended user.
4. The intended use will be for USDA/NRCS and any other specific organization or eligible entity that may be involved in the specific transaction, for consideration in determining the effect on value of the conservation easement of lands entering into the ACEP -ALE. The intended use must not include use for IRS donation.
5. Exclusions of approaches to values, as stated in USPAP, must be strongly supported with solid reasoning.
6. Property rights to be appraised will be surface rights, including improvements such as homes, barns, hay sheds, fencing, timber, orchards or other permanent plantings, and any irrigation water rights. The irrigation water rights include wells, ditches, reservoirs, ponds, and lakes that provide irrigation on the subject property and are legally permitted. Crop base and allotments that are located on the subject property will be clearly identified in both the before and after condition. The value of any marketable standing timber that could be economically harvested will be considered by a timber cruise and included in any valuations. Other permanent plantings that are located on the subject property will be appraised and included in any valuations. Any irrigation equipment that is not affixed to the land, such as pivot sprinklers, moveable pipe, towlines, etc., that are located in the proposed easement area will be excluded from the valuation.
7. If irrigation rights are included in the easement area, documentation provided by NRCS will identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the farmland or ranchland operation and other agricultural conservation values. This volume will also be documented in the easement baseline inventory report exhibit attached to the conservation deed and in the agricultural land easement plan. Irrigation water rights that are legally owned and used on the proposed subject property will be described and valued in the appraisal.
8. The appraiser will document whether or not any portion of these irrigation water rights may be removed from the subject property. If the irrigation water rights may be removed from the property, the appraiser will provide a value opinion of the value of each irrigation water right. The appraiser will consider only the irrigation water rights required to be retained on the subject property as identified by NRCS.

F. The Appraisal Report

1. **Description of Work Product**

- a. The appraisal must meet the requirements of the Uniform Standards of Professional Appraisal Practice, Uniform Appraisal Standards for Federal Land Acquisitions if applicable, and appraisal instructions issued by NRCS including these appraisal specifications.
- b. The appraisal report may consist of a form report, a narrative report, or a combination of both.
- c. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion, and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. The detail must thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all review appraisers and NRCS users have an adequate understanding of the statements, opinions, and conclusions offered within the report.
- d. The contract appraiser must personally inspect the subject property and comparable sales.
- e. The appraiser must talk personally to the property owner or the owner's agent or representative, and the property owner or the owner's agent or representative must be given an opportunity to accompany the appraiser during the appraiser's inspection of the subject property which must be documented in the appraisal.
- f. The Uniform Residential Appraisal Report (URAR) is not acceptable.
- g. Reports must contain a table of contents and sequentially numbered pages, including addenda. Reports may contain handwritten page numbers.
- h. Reports must contain the instructions or engagement documents provided to the appraiser.
- i. Reports must reference all environmental documents utilized by the appraiser in completing the appraisal. The appraiser is a key individual in identifying potential environmental problems that may affect the value of the subject property.
- j. The appraiser will contact the client to resolve problems, clarify questions, letters of engagement (call orders), or other issues. Issues relating to the appraisal process may be discussed with the NRCS national appraiser.
- k. The effective date of the appraisal report is the date of the site visit by the appraiser.
- l. The appraisal must be in typewritten or legible ink print form or in automated or computerized forms.
- m. Only reports completed, formatted, and submitted on 8½-inch by 11-inch paper will be accepted. An electronic report is also required in pdf format.
- n. The appraisal report must be bound in a durable report cover with appropriate identification.
- o. The appraiser must provide at least three originals and an electronic copy of the appraisal to the specific organization or eligible entity that may be involved in the specific transaction. Reference these instructions, including exhibits, for details on appraisal reports, appraisal forms required, and required methodology and supporting documentation.
- p. The eligible entity will provide two originals and an electronic copy to NRCS. One for NRCS, one for the technical review appraiser, and an electronic copy for the NRCS national appraiser and technical review appraiser.

2. Required Elements for ACEP-ALE Appraisals

- a. **Part 1 - Introduction**
 1. Title Page
 2. Letter of Transmittal

3. Table of Contents
4. Appraiser's Certification (select the appropriate)
 - a. Follow USPAP guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was _____ [date]_____ and the method of inspection was _____ [method]_____.

[If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.]

In my opinion, as of _____ [date]_____, the market value of the proposed easement parcel before conveyance of the partial interest is \$_____, and the market value of the proposed easement parcel after conveyance of the partial interest is \$_____.

By: [signature] Date signed:
Print Name
Printed Name and Professional Accreditation State
Certification #"

- b. Follow the UASFLA guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was _____ [date]_____, and the method of inspection was _____ [method]_____. [If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.]

In my opinion, as of _____ [date]_____, the market value of the larger parcel before conveyance of the partial interest is \$_____, and the market value of the remainder after conveyance of the partial interest is \$_____.

By: [signature] Date Signed:
Print Name
Printed Name and Professional Accreditation
State Certification #"

5. Summary of salient facts
6. Photographs of the subject property. Provide original color photographs or high quality color copies of photographs of the appraised property. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. Show the following information with each photograph:
 - a. Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information.
 - b. The name of the photographer.
 - c. The date the photograph was taken.

- d. An aerial photo or topographic map should be used to show the location of the photos.
- 7. Statement of assumptions and limiting conditions.
 - a. All appraisal reports submitted to the eligible entity and NRCS for review become the property of the United States and may be used for any legal and proper purpose. **Therefore, a condition that limits distribution of the report is not permitted.**
 - b. Include a statement similar to the following in this section:
 - i. “I recognize that appraisal reports submitted to the NRCS for review may be used by NRCS for any legal and proper purpose.”
 - c. If the appraisal has been made subject to any encumbrances against the property, such as easements, that must be stated. It is unacceptable to state that the property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report.
 - d. The use of a hypothetical condition that provides access for the eligible entity and NRCS to the easement area to restore, monitor, and enforce the purposes for which the easement was placed will be shown on a map of the subject property and may be used in the appraisal due to the actual access documents that may not be in place. This access should be considered legal access for the purposes of the appraisal but it may not meet local requirements for other uses such as subdivisions.
 - e. The use of any other hypothetical conditions is not permitted without NRCS concurrence.
 - f. The use of an uninstructed, unsupported assumption or hypothetical condition that results in other than “as is” market value will invalidate the appraisal. Include only factors relating to the appraisal problem. Assumptions and limiting conditions that are speculative in nature are inappropriate.
 - g. Do not include limiting conditions that significantly restrict the application of the appraisal.
 - h. A contract appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading. Client instructions must have a sound foundation, be in writing, and be included in the appraisal report.
- 8. Scope of the appraisal
 - a. This section must fully describe the extent of investigation and analysis. The scope of work must be consistent with the intended use of the appraisal.
 - b. Identify the appraisal as a partial acquisition case appraisal. Describe the part being conveyed and the principal differences in the property in the before and after condition. Describe the before and after methodology to be used.
 - c. Summarize the appraisal problem.
- 9. Purpose of the appraisal will be as stated in C above.

b. Part 2 - Factual Data

- 1. Legal description
- 2. Area, city, and neighborhood data
- 3. Property data
 - a. Site
 - b. Improvements
 - c. Fixtures, livestock, and forage production structures and facilities

- d. Use history
- e. Sales history (select the appropriate)
 - i. For USPAP appraisals include a 3-year record of all sales of the appraised property and offer to buy or sell if the information is available. If no sale has occurred in the past 3 years, the appraiser must report the last sale of the property, irrespective of date.
 - ii. For Yellow Book appraisals include a 10-year record of all sales of the appraised property and offer to buy or sell if the information is available. If no sale has occurred in the past 10 years, the appraiser must report the last sale of the property, irrespective of date
- f. Rental history.
 - i. A 3-year rental history is required. An unsupported statement that the rent does not represent market or economic rent is unacceptable.
- g. Assessed value and annual tax load.
- h. Zoning and other land use regulations.
 - i. The contract appraiser must identify, in addition to zoning, all other land- use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the property.
- i. Appraised property map or plat. Show the dimensions and topography of the appraised property in detail on a large-scale topographic map, at least 2 inches to the mile. The map may be placed here or in the addenda.
- j. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified.

c. Part 3 - Data Analysis and Conclusions Before Acquisition

- 1. Analyses of highest and best use
 - a. FOR USPAP APPRAISALS: The contract appraiser may refer to definitions as found in “The Dictionary of Real Estate Appraisal.”
 - b. FOR YELLOW BOOK APPRAISALS: For acquisition appraisals, UASFLA defines highest and best use as, “The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” The contract appraiser may also refer to definitions as found in “The Dictionary of Real Estate Appraisal.”

Note: The UASFLA requires the contract appraiser to make a larger parcel determination in all appraisals. Apply the tests provided in UASFLA Part III to determine the larger parcels.
 - c. ALL APPRAISALS: The highest and best use conclusion must be **clearly supported by market evidence**. Sale or exchange to the United States or other public entity is not an acceptable highest and best use. The use to which the Federal Government will put the property after the conservation easement has been acquired is, as a general rule, an improper highest and best use. A noneconomic highest and best use, such as “conservation,” “natural lands,” “preservation,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
 - d. If the highest and best use is for development, the existing improvements must be analyzed to determine if they contribute to the development or if they would be removed. Stating that the improvements are not affected by the easement is not appropriate until it is determined if the improvements will be

removed for the development or if the improvements will remain as part of the development.

- e. If the highest and best use is for assemblage, describe and explain the relationship of the appraised property to the property to which it would be joined.
- f. If investment is the highest and best use of the property, describe and explain its interim and most probable ultimate use.
- g. When there is a claim that the highest and best use of a property is something other than the property's existing use, the burden of proof is on the contract appraiser.
- h. Market value must not be predicated upon potential uses that are speculative and conjectural.
- i. If legal access does not exist to support the highest and best use, the appraiser must provide proof that there is sufficient land available to provide the required access. The contract appraiser's opinion of a reasonable probability of a zoning change must have a factual foundation. The appraisal report must include a description of the investigation undertaken to determine the probability of rezoning. The investigation must include thorough research of the uses and zoning of properties situated similarly to the subject property within the area covered by the zoning authority. The stated rezoning conclusion must be supported by facts surfaced in the research. A property must not be valued as if it were already rezoned for a different use. The property must be valued only in light of the probability of obtaining a zoning change.

2. Value estimate by the cost approach

- a. Estimate the value of the land as though vacant and available for its highest and best use. Estimating land value by the use of confirmed sales of comparable or nearly comparable lands having like optimum uses is the preferred method.
- b. If the cost approach is not used, explain the reasons for not developing.

3. Value estimate by the sales comparison approach

- a. Nearby arm's length transactions that are comparable to the land under appraisement and reasonably current are the best evidence of market value. The Federal courts recognize the sales comparison approach as being normally the best evidence of market value.
- b. Analyze the last sale of the subject property if relevant. If not used, explain why. An unsupported claim that a sale of the subject property was a forced sale or is not indicative of its current value is unacceptable.
- c. When supportable by market evidence, the use of quantified adjustments is preferred. Percentage and dollar adjustments may and often should be combined. Use qualitative adjustments when there is inadequate market data to support quantitative adjustments. Factors that cannot be quantified are dealt with in qualitative analysis. When quantitative and qualitative adjustments are both used in the adjustment process, all quantitative adjustments should be made first.
- d. Provide market evidence and/or supporting narrative for each adjustment used.
 - i. Each quantitative adjustment requires supporting market evidence. Explain how the adjustment was determined and how it is applied to the comparable.
 - ii. Each qualitative adjustment requires significant discussion to explain why it is necessary and explain the reason for the differences.
- e. Include a sales adjustment chart summarizing the adjustments and showing the final adjusted sale prices and how the sales compare with the subject

- property.
- f. The documentation of each comparable sale must include the following:
 - i. Parties to the transaction
 - ii. Date of transaction
 - iii. Confirmation of the transaction
 - iv. Confirm the transaction with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale
 - v. Buyer motivation
 - vi. Location
 - vii. Size
 - viii. Legal description
 - ix. Property rights conveyed
 - x. Consideration
 - xi. Financing terms
 - xii. Verify if the sale was an arm's length or distressed sale
 - xiii. Improvements
 - xiv. Physical description – Describe topography, vegetative cover, water influence, improvements, irrigation water, soils, and other characteristics.
 - xv. Nonrealty items
 - xvi. Economic characteristics
 - xvii. Zoning
 - xviii. Current use
 - xix. Highest and Best Use
 - xx. Topographic map
 - xxi. Photographs
 1. Improvements
 2. Land
 - g. In order to make meaningful comparisons between the sales and the appraised property, NRCS requires inspection by the appraiser of all sales directly compared with the appraised property. Waiver of the comparable sale inspection requirement must be made in writing by the NRCS national appraiser in the form of a supplemental appraisal instruction. There is no waiver of the requirement for inspection of the appraised property.
 - h. The contract appraiser must adhere to UASFLA direction pertaining to comparable sales requiring extraordinary verification and weighting considerations. These include sales to governmental agencies, sales to environmental organizations, sales to parties desiring to exchange the land to the government, distressed sales, and other atypical or non-arm's-length sales.
 - i. If the sales comparison approach is not used, explain the reasons for not developing
 4. Value estimate by the income approach
 - a. All data must be market supported.
 - b. If the income approach is not used, explain the reasons for not developing.
 5. Correlation and final estimate
 - a. The contract appraiser must avoid making a summation appraisal. Individual values of noncontiguous tracts cannot be simply added together.
 - b. Appraisers are responsible for the final opinion of value even if it relies upon estimates developed by others (such as, timber cruisers or cost estimators). Value estimates developed by others will be the appraiser's responsibility if needed.

d. Part 4 - Factual Data After Acquisition

1. Legal description
 - a. If only a portion of the bundle of rights pertaining to a specific parcel of real estate is being acquired, this will be the same as in the before condition. If all of the rights held by the grantor for only a portion of the larger parcel are being acquired, this section will describe only the real estate being retained in the after condition.
 - b. If the partial interest being acquired is only a portion of the property rights associated with the larger parcel, the rights being acquired are outstanding rights for the after appraisal.
2. Neighborhood factors
3. Property data
 - a. Site
 - b. Improvements
 - c. Fixtures
 - d. History
 - e. Assessed value and annual tax load
 - f. Zoning and other land use regulations

e. Part 5 - Data Analysis and Conclusions After Acquisition

1. Analysis of highest and best use
2. Land valuation
3. Value estimate by cost approach
4. Value estimate by sales comparison approach
 - a. Every effort must be made to provide similar conservation easement encumbered sales.
 - b. Discuss the restrictions on each of the encumbered sales and show how they are similar to the proposed conservation easement.
 - c. The percentage diminution method is discouraged. If it is used, the appraiser must explain why it is necessary over direct comparison of the sales. If the percentages can be compared, the sales should be able to be compared.
5. Value estimate by income capitalization approach
6. Correlation and final value estimate

f. Part 6 - Acquisition Analysis

1. Recapitulation
 - a. Show the difference between the value of the entire property and the value of the remainder by deducting the property's after value from its before value.
2. For Yellow Book appraisals only: Allocation and explanation of damages.
 - a. Briefly explain any damages to the remainder property.
3. For Yellow Book appraisals only: Explanation of special benefits.
 - a. Identify any special benefits accruing to the remainder.

g. Part 7 - Exhibits and Addenda

1. Location map
 - a. Maps must clearly identify the property and be of sufficient quality to enable the review appraiser to locate the property on the ground. Maps must be

dated and include a legend, scale, and north arrow. The original copy of the report must contain original maps or vivid color copies.

- i. Area Map.—This is a small-scale map showing the general location of the subject market area.
 - ii. Neighborhood Map.—This map shows the appraised property and its immediate neighborhood.
 - iii. Tract Map or Plat.—This map is a large-scale (2-inch per mile) United States Geological Survey (USGS) or similar-quality map that shows the appraised property and pertinent physical features such as roads, streams, and improvements. If portions of the appraised property are assigned separate contributory values to the whole, these areas must be delineated on this map or a separate map.
 - iv. Photograph Map.—This is a map or aerial photograph showing the location of the subject pictures.
2. Comparable data maps
 - a. This map must show the location of the appraised property and the sales. Delineate the boundaries of the appraised properties and comparable sales when the map is of sufficient scale to be meaningful. If all pertinent comparable sales cannot be shown on the same map as the appraised property, a smaller-scale map (such as a State road map) may be included in addition to the larger-scale map.
3. Detail of comparative data
 - a. Include a completed form showing all information for each comparable transaction used in the appraisal. Include an aerial photograph, a plat (if available), a USGS topographic map (if appropriate), and color photos of each sale. The transaction number must match the number of the transaction listed in the report.
4. Plot plan (if applicable)
5. Floor plan (if applicable)
6. Title evidence report
 - a. Include a copy of the preliminary title report or title report if available.
 - b. If unavailable, explain the due diligence completed by the appraiser. Include the deeds for the parent property or properties.
7. Other pertinent exhibits
 - a. Present additional data such as documents and charts pertinent to the valuation and referred to in the body of the appraisal. Exhibits may include—
 - i. A copy of the conservation easement deed.
 - ii. A copy of technical reports from specialists. This may include a timber cruise summary signed by a timber cruiser or a road plan signed by an engineer.
 - iii. Property owner permission to appraise.
8. Qualifications of appraiser
 - a. The contract appraisers must provide evidence of compliance with the certification requirements of the State or States where the properties are located.
 - b. The contract appraisers must provide documentation of compliance with experience requirements.
 - c. The contract appraisers must provide documentation of meeting the education requirements.
 - d. The contract appraiser must provide their contact information including but not limited to—
 - i. Address.
 - ii. Phone numbers.

- iii. Email address.
- e. Engagement instructions received from the client.

G. Appraisal Reviews

1. All appraisal reports are subject to a technical appraisal review ordered by NRCS and conducted for compliance with appraisal instructions, USPAP, and UASFLA, if applicable, prior to acceptance by NRCS.
2. NRCS will order the technical appraisal review.
3. The review appraiser is not assigned to the appraisal until it is received from the eligible entity. The NRCS national appraiser is available to answer questions or advise the appraiser.
4. The review appraiser may contact the appraiser for clarification and minor corrections.
5. The appraisal will be returned through NRCS to the eligible entity if significant changes are necessary requiring a supplemental appraisal report as discussed in section H below. The review appraiser will provide a technical appraisal review report approving the appraisal or not approving the appraisal and identifying the corrections or additions needed.
6. The review appraiser will be available to the appraiser to assist in obtaining an acceptable appraisal report.
7. The supplemental appraisal report will be subject to a subsequent technical review.

H. Format for Supplemental Appraisal Reports

1. Supplements or amendments to appraisal reports, such as for updating value estimates or effective date of value, changes in acreage, changes in access, title conditions or deed terms, additional support or explanation, or to correct a previous appraisal report, must be referenced for incorporation with the original report in accordance with USPAP. The following format is recommended. All items must be addressed.
 - a. Title Page.—Include the same information as on the original appraisal report. Label the report as a “Supplemental Appraisal Report to the Appraisal Report for_____.”
 - b. Summary of Facts.—Include:
 1. Owner's name or other identification of the property
 2. Client's name
 3. Size
 4. Highest and best use
 5. New opinion of value
 6. Valuation date
 - a. Effective date of the original report, or
 - b. The date of the new inspection for updating the effective date.
 - c. Summary of Original Appraisal.—Cite the date and value opinion from the original appraisal. If previous updates have been made since the original appraisal, cite value opinions and value dates from all updates as well as the original appraisal.
 - d. Changes.—Explain the reason for the appraisal supplement such as, to update an opinion of value due to survey acres, new effective date, amend a previous appraisal report, add additional support or explanation, or other.
 - e. New Opinion of Value.—Discuss the changes that have occurred since the original appraisal. Discuss the method used to update the opinion of value and cite the evidence or analysis of trends that support the updated value opinion. Conclude with a statement of the new opinion of value and the valuation date which is the effective date of the original report or the new effective date, followed by the contract appraiser's signature.
 - f. Certification as required in section F(2)(a)(4) of this exhibit.
 - g. Addenda.—Include sales data detail for new sales cited, summaries of data and trend analyses, maps of sales analyzed, and any other information relied upon but not

included in the text.

- h. Binding.—If the supplemental appraisal report comprises more than four pages, it must be bound in durable report cover with appropriate identification.
- i. Electronic Copy.—An electronic copy of the supplemental report will be provided along with the hardcopy.

AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP)
AGRICULTURAL LAND EASEMENT (ALE)
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

INSTRUCTIONS FOR APPENDING: *When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being incorporated directly into an Agricultural Land Easement deed, the following requirements must be met: (1) The Agricultural Land Easement deed must be an enforceable real property easement interest that runs with the land in perpetuity or for the maximum term allowed under State law and protects the agricultural use and future viability, and related conservation values, of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protects grazing uses and related conservation values by restoring or conserving eligible land. (2) A complete copy of the exhibit below must be attached to the Agricultural Land Easement deed at the time of closing and recordation. (3) The following paragraph must be inserted at the end of the body of the Agricultural Land Easement deed.*

This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land **[SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]**. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ____ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT ____ entitled “Minimum Deed Terms For The Protection Of Agricultural Use” that is appended to and made a part of this easement deed.

INSTRUCTIONS FOR INCORPORATION: *When these terms are incorporated directly into an Agricultural Land Easement deed the following three paragraphs must be included in the Agricultural Land Easement deed’s granting clause and recitals. The terms in Section I and Section II must be incorporated into the body of the Eligible Entity’s Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the Agricultural Land Easement Deed, Baseline Documentation Report, Protected Property, and the Parties. Please note, the language contained below between “Exhibit ____” and “Section I” is not for use with this method.*

[Include in Granting Clause after Grantor and Grantee:]

and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This **[INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT]** is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of **[SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the*

Protected Property (the “Purpose of the ALE”).

(GRASSLAND, NON-GRASSLAND OF SPECIAL ENVIRONMENTAL SIGNIFICANCE (GSS)
*protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the
“Purpose of the ALE”).*

(GRASSLAND, GSS) *protecting grazing uses, [(SELECT ONE OR MORE) protecting and
providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native
grasslands; protecting highly sensitive natural resources identified by the Grantee], and related conservation
values by restoring or conserving the Protected Property (the “Purpose of the ALE”).]*

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which
is **[SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee]**.

EXHIBIT _____

MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (“ALE”), as described in this Agricultural Land Easement Deed (“ALE Deed”), on real property described in Exhibit _____, hereafter referred to as “the Protected Property.” As used herein, references to the “ALE Deed” include this Exhibit, except where explicitly stated otherwise.

[LANDOWNER NAMES] (collectively “Grantor”), the **[ELIGIBLE ENTITY NAMES]** (collectively “Grantee”), and the **United States of America** (the “United States”), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee for the purpose of **[SELECT BASED ON ENROLLMENT TYPE:**

(FARMLAND) *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the “Purpose of the ALE”).*

(GRASSLAND, NON-GSS) *protecting grazing uses and related conservation values by restoring or conserving the Protected Property (the “Purpose of the ALE”).*

(GRASSLAND, GSS) *protecting grazing uses, [(SELECT ONE OR MORE) protecting and providing habitat for threatened, endangered, or at-risk species; protecting sensitive or declining native grasslands; protecting highly sensitive natural resources identified by the Grantee], and related conservation values by restoring or conserving the Protected Property (the “Purpose of the ALE”).]*

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is **[SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee]**.

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole.

The terms and conditions of the ALE Deed run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. Limitation on Impervious Surfaces. Impervious surfaces will not exceed _____ percent **[Insert approved impervious surface percentage. Note: if greater than 2 percent, a written waiver from the Chief of NRCS or the Chief's authorized designee is required.]** of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

[Include the following if limited subdivision is allowed below: In the event the Protected Property is subdivided as provided for in Section I, Paragraph (2)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.]

2. Limitations on Nonagricultural Uses. Any activities inconsistent with the Purpose of the ALE are prohibited. *[Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ACEP-ALE-GSS enrollments. Also include the following sentence for ALE grassland enrollments: The provisions of this ALE Deed limit the types of agricultural operations that can occur on the Protected Property to those that promote the Purpose of the ALE.]* The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – **[Select Option 1, 2, or 3.] [Additionally, where required by State law the following may be inserted at the end of the selected option: Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), prior to division of the Protected Property in accordance with such State or local regulations.]**

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (_____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT _____, which is appended to and made a part of this ALE Deed. To protect the Purpose of the ALE, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (_____ divisions allowed). To protect the Purpose of the ALE, the

boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS, or the Chief's authorized designee (Chief of NRCS), before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;
2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agricultural use and that any new owners of the subdivided Protected Property farm or ranch parcels intend to use such parcels for agricultural operations; and
3. The Chief of NRCS determines that the—
 - a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and
 - b. The resulting parcel will not be below the median size of farms in the county or parish as determined by the most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;
- (ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;
- (iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and
- (iv) Commercial enterprises related to agriculture or forestry including but not limited to **[Select those consistent with the Purpose of the ALE and that may occur on the Protected Property: agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.] [For properties that contain historical or archaeological resources the following may be inserted: Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.]**

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, all structures and improvements must be located within the Building Envelope(s), **[Select One (FIXED OPTION):** containing approximately _____ total acres and described or shown in *EXHIBIT*

_____, which is appended to and made a part of the ALE deed. **OR (FLOATING OPTION):** of which there shall be no more than _____, containing no more than _____ total acres. The Grantor must receive prior written approval of the location and boundaries of the future building envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).]

[Alternately, if the Protected Property will have no building envelopes, replace the preceding sentences with the following: Except as otherwise permitted in this **Section I, Paragraph 2(C)**, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.]

[Include the following subparagraph if future adjustments to approved building envelopes may be considered: The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Purpose of the ALE. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this ALE Deed to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located outside of the Building Envelopes with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property. [Add the following sentence for ALE-GSS enrollments: Any new roads must be constructed in a location and manner that is consistent with the Purpose of the ALE and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report.]

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE [Add the following sentence for ALE-GSS enrollments: and will not negatively impact the habitat, species, or sensitive natural resources identified for protection in the Baseline Documentation Report].

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that

will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

- (i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;
- (ii) Erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and
- (iv) **[Select One: Agricultural activities OR Grazing uses or grassland restoration]** and related conservation activities conducted in accordance with the terms and conditions of this ALE Deed **[Insert if the agricultural land easement plan paragraph is included: and the agricultural land easement plan as described in Section I, paragraph 4].**

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited **[Include the following if either of the optional mineral extraction options below are used: except as otherwise provided in this Paragraph (F)].**

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

[Include the following subparagraph if a limited allowance for agricultural purposes may be authorized: *Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage [SELECT ONE: identified in EXHIBIT ____ OR approved prior to extraction by the Grantee, not to exceed ____ acres,] and does not harm the Purpose of the ALE.***]**

[The following may be inserted to qualify the above if Grantee chooses to allow subsurface mineral development as an alternative to a complete prohibition on mineral exploration and extraction on the Protected Property – Beginning of Optional Additional Subsurface Mineral Development Language: *Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate prior to the initiation of mineral development activity that such subsurface mineral development shall—*

- (i) *Be conducted in accordance with applicable State law;*
- (ii) *Have a limited and localized impact;*

- (iii) *Not harm the Purpose of the ALE;*
- (iv) *Not materially alter or affect the existing topography, as determined by Grantee and the Chief of NRCS;*
- (v) *Comply with a subsurface mineral development plan that includes a plan for the remediation of impacts to the Purpose of the ALE, which includes reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development and such plan is approved by Grantee and the Chief of NRCS prior to the initiation of mineral development activity.*
- (vi) *Not be accomplished by any surface-mining method;*
- (vii) *Be within the impervious surface limits described in Section I, Paragraph 1; and*
- (viii) *Use practices and technologies that minimize the duration and intensity of impacts to the Purpose of the ALE.*

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee and Chief of NRCS, at cessation of subsurface mineral development activities.

*Impervious surfaces, as defined in Section I, Paragraph 1, include any surface disturbance or impervious surfaces associated with subsurface mineral development allowed by this paragraph. **End of Optional Additional Subsurface Mineral Development Language***

[Include the following paragraph for all ALE Grassland Enrollments: (G) Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited [Include the following if agricultural intensification may be permitted on ALE Grassland Enrollments that are non-GSS (not allowed on ALE-GSS enrollments): outside of the Designated Crop Cultivation Areas on the Protected Property, identified in Exhibit _____, the extent of such areas may not exceed [Insert Percent Not to Exceed 10 Percent] _____ percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purpose of the ALE and be approved in advance, in writing by the Grantee.]

3. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[Select One: agricultural crops and livestock OR livestock and agricultural products compatible with the Purpose of the ALE]** are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed **[Insert if the agricultural land easement plan Section I, Paragraph 4 is included: and the agricultural land easement plan described in Section I, Paragraph 4].**

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally

accepted best management practices for the sites, soils, and terrain of the Protected Property **[Insert if a forest management plan is included in Section I, Paragraph 4: and in accordance with a written forest management plan as described in Section I, Paragraph 4].**

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

[Include the following paragraph any time the property is in grassland use that is considered during ranking and selection, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions of this ALE Deed and the Purpose of the ALE. The term “common grazing practices” means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within **[Select all that apply: the Baseline Documentation Report, the ALE Plan, and the grassland management plan described in Section I, Paragraph 4].**

[Include the following paragraph and each applicable clause if the Protected Property contains highly erodible cropland or is an ACEP-ALE-GSS parcel on an FY 2019 ALE-agreement, and for each agricultural land easement plan the entity has otherwise agreed to:

4. *Agricultural Land Easement Plan.* *The Grantee shall prepare an agricultural land easement plan (the “ALE Plan”) in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.*

[INCLUDE THE FOLLOWING ONLY IF ENTITY AGREED TO HAVE A GENERAL ALE PLAN: *The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.]*

[INCLUDE THE FOLLOWING IF PARCEL CONTAINS HIGHLY ERODIBLE CROPLAND: *The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this ALE Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.]*

[INCLUDE THE FOLLOWING FOR ALL ACEP-ALE-GSS PARCELS ON FY 2019 ALE-AGREEMENTS OR IF THE ENTITY HAS AGREED TO HAVE A GRASSLAND MANAGEMENT PLAN: *The ALE Plan shall include a grassland management plan that describes the grassland resource; the management system and practices that conserve, protect, or enhance the viability of the grassland; and as applicable any habitat, species, or sensitive natural resources requirements, permissible and prohibited activities, and any associated restoration plans.]*

[INCLUDE THE FOLLOWING IF THE ENTITY HAS AGREED TO HAVE A FOREST

MANAGEMENT PLAN: *The ALE Plan shall include a forest management plan that describes the management system and practices that conserve, protect, or enhance the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee.]*

[Include the following paragraph if eligibility of the land for ACEP-ALE is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources (Note: Number as paragraph 4 if the preceding ALE plan paragraph is not included):

5. Historic or Archaeological Resources. *Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation Report and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior's Standards for the Treatment of Historic Properties.]*

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest

practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

3. Environmental Warranty.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _____ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee [**Calculate and enter the percent of fair market value of the ALE provided based on the sum of the Grantee's contributions and Grantor donations toward the acquisition value of the easement**], _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.