

IDENTIFICATION AND SIGNATURE PAGE
For
ALL ACEP-ALE PROGRAM AGREEMENT PARTIES: ELIGIBLE ENTITIES 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:

- 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)
		Acquisition	Enforcement	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