

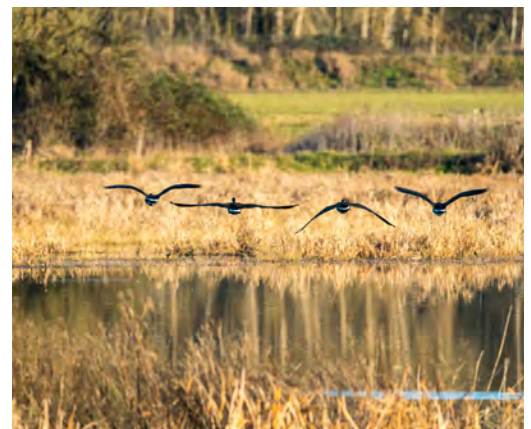


Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE



APPLICATION WORKBOOK

**Idaho Agricultural Conservation Easement Program
Wetland Reserve Easement (ACEP-WRE)**



ACEP-WRE Application Checklist for Landowners

The following items shall be provided by all landowners of the offered easement area at the time of application (includes life estates other atypical landowners as determined by NRCS). This checklist and all applicable application materials must be provided to the local NRCS Field Office by an advertised application cut-off date to be considered for funding. Incomplete applications will not be considered. Request documentation must cover all landowners of record and the entire area offered for enrollment, as applicable.

†Requirement applies only to entity or trust landowners only; includes trusts established with a social security number (SSN).

- ☐ **NRCS-CPA-1200** Conservation Program Application
- ☐ Copy of **current property deed(s)** and ownership share breakdown of private or Tribal land
- ☐ **24-month ownership waiver request** if landownership changes occurred within the last 24 months from the application date (see *ACEP-WRE 24-Month Ownership and Waiver Request Information*)
- ☐ **Tax map or other visual representation** showing the boundaries of the area offered for enrollment
- ☐ Evidence of sufficient **legal and physical access** and ability to provide this access to NRCS
- ☐ **ACEP-WRE Landowner Self-Certification**
- ☐ **ACEP-WRE Easement Compensation Summary & Landowner Offer Worksheet** and addendum
- ☐ **Farm Service Agency (FSA) eligibility** submitted to and processed by FSA for each landowner of record sufficient to establish or update records with FSA and determine eligibility for the fiscal year of application (see *Landowner Eligibility Matrix*). File paperwork directly with FSA **BEFORE** the application cut-off date.
 - ☐ **AD-2047** Customer Data Worksheet Request
 - ☐ **Farm and Tract Number** that covers the area offered for enrollment
 - ☐ **CCC-941** Average Adjusted Gross Income Certification Consent to Disclosure of Tax Information
 - ☐ **AD-1026** Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification
 - ☐ **FSA-211** Power of Attorney (optional; if someone will sign on behalf of a landowner)
 - ☐ **CCC-902-I** Farm Operating Plan for all individual landowners in determined status
 - ☐ **CCC-902-E** Farm Operating Plan for all entity landowners in determined status†
 - ☐ **Legal entity/trust documents** clearly designating who has signature authority for the legal entity or authority to act on behalf of other individuals (e.g., corporate charter, bylaws, trust agreement, articles of partnership)†
 - ☐ **NOTE for trusts using SSN only:** The actual landowner of record, whether the trust or the individual, contains the official FSA determination of eligibility for the SSN†
- ☐ **SF-1199A** Direct Deposit Sign-Up, one for each landowner of record
- ☐ **Certificate of Good Standing**, ID Secretary of State† (<https://sos.idaho.gov/business-services/>)
- ☐ **Water rights documentation** for the area offered for enrollment

**For questions, contact your local NRCS Field Office or the Idaho NRCS
Easement Coordinator, Tracie O'Neill at (208) 716-7926 or
tracie.oneill@usda.gov**

CONSERVATION PROGRAM APPLICATION

Applicant (Decision Maker):	Application Date:
Address:	Location where assistance is requested:
Email:	
Telephone:	Receive text messages (optional):
Assistance Requested:	

Click here for [instructions](#) to complete this form or contact the local office for assistance.

1. Do you have a customer record with the Farm Service Agency (FSA)?

☐ Yes ☐ No

2. Interested in participating in the following (select all that apply):

- | | |
|---|---|
| ☐ Agricultural Conservation Easement Program-Wetland Reserve Easement (ACEP-WRE) | ☐ Environmental Quality Incentives Program (EQIP) |
| ☐ Agricultural Management Assistance (AMA) | ☐ Regional Conservation Partnership Program (RCPP) |
| ☐ Conservation Stewardship Program (CSP) | |

a) Program enrollment type, activity type, and/or project name, as applicable:

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3. Applicant Information:

Select the business structure and enter the legal name and tax identification number for all applicants who will be participants on the contract or agreement including the decision maker.

Business Structure (Mark with an X)		Applicant Legal Name	Tax Number (last four digits)
Individual	Entity		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		
☐	☐		

To add more applicants, complete [CPA-1200 Continuation Page](#), Applicant Information and attach to this form.

a) If applicant is a legal entity or joint operation, do you have appropriate documents including proof to sign for the legal entity or joint operation?

☐ Yes ☐ No ☐ N/A

b) Complete the table below for all applicants who meet the requirements for one or more of the historically underserved categories. If none, leave blank. (optional)

Applicant Legal Name	Limited Resource Farmer or Rancher	Beginning Farmer or Rancher	Socially Disadvantaged Farmer or Rancher	Veteran Farmer or Rancher	Veteran Discharge Date
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

c) If awarded an EQIP contract, would you be interested in receiving an advance payment to assist you with implementing the conservation practice(s)? The availability of an advance payment only applies to EQIP contracts where the participant meets the definition for one or more of the historically underserved categories. Refer to the instructions to learn more about advance payments. If not applicable, leave blank. (optional)

☐ Yes ☐ No

4. **Land Information.** The following questions apply to the land being offered for enrollment through this application.

a) **Land Type (check all that apply):**

- ☐ Private Land
☐ Public Land: ☐ Federal Government ☐ State Government ☐ Local Government
☐ Indian Land: ☐ Allotted ☐ Tribal Trust Land ☐ Tribal Non-Trust Land ☐ Other

b) **Control of Land Documentation (check all that apply):**

- ☐ Deed or other evidence of land ownership
☐ Written lease agreement

☐ Other agreement or legal conveyance (describe):

c) **Is the land currently enrolled in other USDA conservation program(s)?**

☐ Yes ☐ No

Which program(s):

d) **Organic Certification:**

- ☐ Certified Organic by the National Organic Program (NOP)
☐ Transitioning to become Certified Organic by the NOP
☐ Exempt from Organic Certification as defined by the NOP
☐ Not Applicable

e) **What is the primary crop type(s)?**

f) **What is the primary livestock type(s)?**

The applicant agrees not to start any financially assisted conservation practice or activity or engage the reimbursable services of a certified technical service provider before the program contract is executed by NRCS. The applicant understands that if they start a conservation practice or activity prior to NRCS executing the program contract, the applicant will be ineligible to receive payment for the conservation practice or activity. The applicant may request a waiver to begin a conservation practice or activity early by submitting their written request to the applicable NRCS State Conservationist.

Applicants must provide NRCS with written authorization from the landowner to install structural or vegetative practices on leased land included in this application.

The applicant acknowledges that they have or will file all other required eligibility information including highly erodible land conservation/wetland conservation certifications, adjusted gross income certifications, and member information for entities and joint operations with the FSA, as applicable, prior to NRCS approving a program contract based on this application.

The applicant may obtain a copy of the applicable conservation program contract appendix, which defines the full terms and conditions of program participation at the local NRCS office.

☐ Check here if NRCS-CPA-1200 Continuation Page, Applicant Information is attached.

Applicant Signature	Date

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, 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.

Instructions for NRCS-CPA-1200, Conservation Program Application

This form is used to apply for program assistance.

Field Name	Instruction
Applicant (Decision Maker)	Enter the name of the decision maker who is authorized to make decisions pertaining to the application and whose name will be displayed on documents if selected for funding.
Application Date	Enter the date of application submission.
Address/Email	Enter mailing address and email address for communication with the decision maker.
Location where assistance is requested	Enter the County and State of assistance request.
Telephone	Enter the telephone number where decision maker may be contacted.
To receive text message(s)	Enter a primary and/or secondary mobile number if you would like to receive text messages. This is optional.
Assistance Requested	Describe the type of assistance needed. Provide details of what you seek to accomplish through this application.
Question 1	Mark yes if you have records established with FSA. If answering no, NRCS will assist you with determining which records must be established to continue processing your application. Note: If applicable, additional applicants listed in question 3 will also need records with FSA for NRCS to determine eligibility.
Question 2	Select the program(s) applying to participate in. It may be necessary to sign a new application if you decide to change your program selection(s).
Question 2a (optional)	Enter the program enrollment type(s) applying to participate in. For example, enter CSP-Renewal if applying to renew a CSP contract. If interested in applying for an EQIP conservation incentive contract, enter EQIP-CIC. For RCPP, activity type includes: Land Management, Rental, US Held Easements. The RCPP project name may be entered if known. Note: This form must not be used for the following programs: ACEP-ALE or RCPP Entity Held Easements, Supplemental Agreements, or Watershed Activities. To apply for one of these programs, follow this link or contact NRCS for additional information.
Question 3	Provide the legal identity of each party seeking participation through this application. Indicate whether each applicant is an individual or an entity and enter the legal name and last four digits of tax identification number.
Question 3a	If the applicant is a legal entity, be sure appropriate signature authority is available for parties representing an entity.
Question 3b (optional)	Mark the appropriate box(s) designating historically underserved status for each applicant meeting one or more of the definitions for the historically underserved categories below, if applicable. Applicants that mark Veteran Farmer or Rancher must also provide the date of discharge. Limited Resource Farmer or Rancher – The term “Limited Resource Farmer or Rancher” means a participant: • With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and • Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years. A legal entity or joint operation can be a Limited Resource Farmer or Rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at: https://lrftool.sc.egov.usda.gov/ Beginning Farmer or Rancher – The term “Beginning Farmer or Rancher” means a participant who: • Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and • Who will materially and substantially participate in the operation of the farm or ranch. In the case of a contract with an individual, individually or with the immediate family, material

	and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located. In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired. Socially Disadvantaged Farmer or Rancher – The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. These groups consist of the following: • American Indians or Alaskan Natives • Asians • Blacks or African Americans • Native Hawaiians or other Pacific Islanders • Hispanics. Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc. Veteran Farmer or Rancher – The term "Veteran Farmer or Rancher" means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve component thereof; was released from service under conditions other than dishonorable; and: • has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or • who first obtained status as a veteran during the most recent 10-year period. A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.
Question 3c (optional)	Check “Yes” if you meet the historically underserved requirements defined in question 3b above and you are interested in receiving advance payments for the Environmental Quality Incentives Program (EQIP). Advance payments are only authorized in EQIP for customers who meet the historically underserved requirements. NRCS offers historically underserved EQIP participants the opportunity to receive advance payments for costs related to purchasing materials or contracting services. All EQIP practices are eligible for advance payments, including vegetative, structural, and management practices. Historically underserved customers can use the option for as many or as few practices as they choose. Checking “Yes” or “No” does not prevent Historically Underserved Producers from changing their decision later.
Question 4	Enter information regarding land seeking enrollment for program participation.
Question 4a	Check the applicable box(s) identifying the type of land included in the application.
Question 4b	Check the applicable box(s) that support the documented control for the land seeking to enroll. Note: A deed or evidence of ownership is required for all ACEP-WRE and RCPP easement applications.
Question 4c	Mark yes if the land in this application is currently enrolled in another USDA conservation program under an active contract or agreement and list the program(s) in the space provided. Otherwise, mark no.
Question 4d	Check the applicable box acknowledging organic status of the operation. Mark N/A if this application is for an operation not in organic-related production. Certification in any of these categories is to assist with planning and will not automatically result in the application being considered in any initiatives made available for organic-related production. • Certified Organic Producer must maintain organic certification for the life of the contract. • Transition Organic Producer must self-certify that agree to develop and implement an Organic System Plan (OSP).

	• Organic Producers selling less than \$5,000 per year will need to self-certify that agree to develop and implement an Organic System Plan (OSP). Note: Applicants must specifically request to participate in an organic initiative.
Question 4e	Enter the predominant crop type(s) produced by the operation.
Question 4f	Enter the predominant livestock type(s) produced by the operation.

Note: *If this application is selected for funding, it is the responsibility of the participants under a program contract or agreement to provide accurate information to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes. Each participant listed for share of the payment must provide an SF-1199A, Direct Deposit Form to proceed with contract execution. All participants that certify land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher, will provide all records necessary to justify their claim as requested by a NRCS representative.*

Continuation Page

[illegible]

ACEP-WRE 24-Month Ownership and Waiver Request Information

The Agricultural Conservation Easements Program – Wetlands Reserve Easements (ACEP-WRE) requires that an applicant must have owned the land for at least 24 months prior to application to the program. If you have owned the land to be offered for enrollment in ACEP-WRE for less than 24 months, you may request a waiver. You should only apply and request a waiver if you can provide adequate assurances, as determined by Natural Resources Conservation Service (NRCS), that:

1. The land was acquired by will or succession as a result of the death of the previous landowner;
2. The ownership change occurred due to foreclosure on the land, and the owner of the land immediately before the foreclosure exercises a right of redemption from the mortgage holder in accordance with State law; OR
3. The land was NOT acquired for the purpose of placing the land in the ACEP-WRE.

This ownership requirement is based on the current legal ownership of the land. Therefore, if there were any changes in the title within the last 24 months, a waiver must be requested and granted by the appropriate NRCS official before you may be determined eligible for ACEP-WRE. The burden of proof in this regard is on the landowner. If the land has been owned less than 24-months from the date of application and no waiver is granted, the application will be determined ineligible. The landowner(s) may submit a new application once they have owned the land for 24 months.

For example, you and your brother owned the land to be offered for enrollment as individuals for 10 years. 18 months ago, you and your brother transferred ownership to an LLC. You and your brother are members of that LLC. This is a change in ownership within the last 24 months; a request for a waiver is required.

For applicants to be considered for a waiver, a letter must be submitted to the State Conservationist. The letter must adequately describe documentation that one of the three above-listed ownership waiver criteria applies. Supporting information could include descriptions of:

- ♦ The circumstances of the change in ownership
- ♦ The date of purchase or transfer
- ♦ The reasons for purchasing the land

- ♦ The reasons the current landowner(s) now want to offer the land for enrollment in ACEP-WRE
- ♦ The past, current, and intended future land use
- ♦ If the land was acquired by will or succession due to death of previous landowner.
- ♦ If the land was acquired by right of redemptions exercised during a foreclosure action.
- ♦ If the land continues to be owned by people who have been involved with the land for more than 24 months.
- ♦ Crop losses due to flooding.

Any relevant personal or financial circumstances you would like taken into consideration.

All other pertinent eligibility requirements must be met before NRCS will consider waiving the 24- month ownership requirement. The waiver request letter should be addressed to Idaho NRCS State Conservationist, and a copy included in the ACEP-WRE application package. For questions, contact the NRCS-ID | Easements Team at nrcs.id.easements@usda.gov.





ACEP-WRE Landowner Self-Certification

The information as outlined below communicates certain requirements of the Agricultural Conservation Easement Program – Wetlands Reserve Easement (ACEP-WRE) that may not be reflected in other application materials. This worksheet must be included in the ACEP-WRE application package.

Ownership

I have provided all current vesting deeds covering the entire area offered for enrollment in the ACEP-WRE application package. All landowners as listed on these vesting deeds are listed on the CPA-1200, Conservation Program Application, and have completed the appropriate landowner eligibility paperwork and filed it with the Farm Service Agency (FSA) as required. Additionally, if there is more than one landowner, I have provided a breakdown of ownership shares based on the acreage of the land offered for enrollment.

Clear Title

I, and any additional landowners (as applicable), can convey clear title to the land being offered for enrollment. Additionally, I will be able to provide consent or subordination agreements from each holder of a security interest in the land as required by NRCS, including mortgages and any other rights that would have potential to conflict with the purposes of ACEP-WRE.

Legal Access

I, and any additional landowners (as applicable), are willing and able to grant NRCS or its designees unencumbered, unrestricted, transferable, and otherwise sufficient physical and legal access from an identified Federal, State, or local public right-of-way to the entire area offered for enrollment for the requested term of the enrollment for restoration, management, maintenance, monitoring, and enforcement purposes. I have provided documentation of legal access rights for the entire area offered for enrollment with the ACEP-WRE application package. I have noted where the area offered for enrollment is accessible directly from a

public right-of-way and included, if applicable, documentation of legal access rights across adjoining landowners (e.g., executed right-of-way, executed agreement for granting right-of-way after survey).

Participation in Other USDA Programs

I understand that land enrolled in ACEP-WRE is ineligible for any other USDA program payment for the life of the enrollment. Further, I understand that if I have an active contract or other agreement with any USDA agency on the land offered for enrollment, I must work with that agency to complete, cancel, or terminate all such contracts and agreements in a timeframe acceptable to the NRCS to become or remain eligible for ACEP-WRE.

NRCS Restoration and Stewardship

I understand that a Wetland Reserve Plan of Operations (WRPO) will be developed, and that hydrology and plant communities will be restored to its historical communities as applicable. **Idaho NRCS Wetland Restoration Criteria and Guidelines (WRCG)** document will be available to the public on the **Idaho NRCS** website and lists all criteria and parameters for restoration and stewardship activities. Where possible, **Idaho NRCS** will limit structures on restorations. Any required permitting is the landowner's responsibility.

Reserved Rights and Relinquished Property Rights

I have read through the Warranty Easement Deed in Perpetuity (NRCS-LTP-30) or Warranty Easement Deed for a Period of 30-Years (NRCS-LTP-32) and understand I will convey and relinquish any and all other property rights not so reserved. Furthermore, I understand the specific sections of the pertinent deed which lists any Obligations of the Landowner (e.g., prohibitions, access maintenance), Compatible Uses by the Landowner (e.g., haying, grazing, food plots, hunting and observatory blinds, etc.), and Rights of the United States.

ACEP-WRE Landowner Self-Certification (cont.)

Receipt of Sample ACEP-WRE Forms

I have received and reviewed the most current versions of the list of documents below, which are available on the public **Idaho** NRCS website. If my application is selected for funding, I understand that I must agree to the language in



these documents at the time they are required to be signed. I further understand that these documents are standard language applicable to every ACEP-WRE transaction nationwide and cannot be modified (Note: Language is subject to change based on any final rules and policy).

- ◆ Agreement for the Purchase of a Conservation Easement (NRCS-LTP-31)
- ◆ Warranty Easement Deed in Perpetuity (NRCS-LTP-30) or Warranty Easement Deed for a Period of 30-Years (NRCS-LTP-32) and the following sample exhibits:
 - ◆ Exhibit C – Subsurface Rights
 - ◆ Exhibit D – Water Uses and Water Rights
- ◆ Subordination Agreement and Limited Lien Waiver (AD-1158)
- ◆ For Indian Tribes Only: Contact the ID NRCS Easements Team at

nrcs.id.easements@usda.gov directly for a copy of the applicable forms listed below.

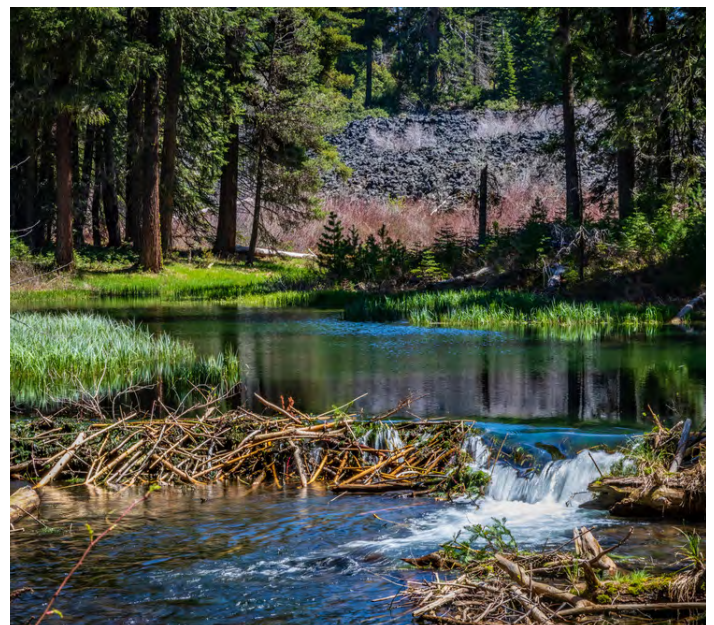
- ◆ Agreement to Enter Contract for 30-Year Land Use (NRCS-LTP-40)
- ◆ Contract for 30-Year Land Use (NRCS-LTP-43A, LTP-43B, LTP-43C, or LTP-43D)
- ◆ All applicable exhibits as listed within the forms section above

Written Permission for Appraiser Access

If tentatively selected, I approve for an appraiser hired by USDA-NRCS to have access to the property for appraisal purposes. Notification of appraiser's site visit date and approximate time will be given to landowner(s) prior.

Landowner Certification

By my signature below, I certify that I, and any other landowners (as applicable), included all required documentation as listed on the ACEP-WRE Application Checklist for Landowners in the ACEP-WRE application package. I also certify that I understand and can comply with the terms as listed within this ACEP-WRE Landowner Self-Certification.



ACEP-WRE Landowner Self-Certification (cont.)

Receipt of Sample ACEP-WRE Forms

I have received and reviewed the most current versions of the list of documents below, which are available on the public **Idaho** NRCS website. If my application is selected for funding, I understand that I must agree to the language in these documents at the time they are required to be signed. I further understand that these documents are standard language applicable to every ACEP-WRE transaction nationwide and cannot be modified (Note: Language is subject to change based on any final rules and policy).

- ♦ Agreement for the Purchase of a Conservation Easement (NRCS-LTP-31)
- ♦ Warranty Easement Deed in Perpetuity (NRCS-LTP-30) or Warranty Easement Deed for a Period of 30-Years (NRCS-LTP-32) and the following sample exhibits:
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- ♦ Contract for 30-Year Land Use (NRCS-LTP-43A, LTP-43B, LTP-43C, or LTP-43D)
- ♦ All applicable exhibits as listed within the forms section above

Written Permission for Appraiser Access

If tentatively selected, I approve for an appraiser hired by USDA-NRCS to have access to the property for appraisal purposes. Notification of ap-

praiser's site visit date and approximate time will be given to landowner(s) prior.

Landowner Certification

By my signature below, I certify that I, and any other landowners (as applicable), included all required documentation as listed on the ACEP-WRE Application Checklist for Landowners in the ACEP-WRE application package. I also certify that I understand and can comply with the terms as listed within this ACEP-WRE Landowner Self-Certification.

X

Name and Title

X

Name and Title

X

Name and Title

X

Name and Title

ACEP-WRE Easement Compensation Summary & Landowner Offer Worksheet

The Secretary of Agriculture is required to pay as compensation for an Agricultural Conservation Easement Program – Wetlands Reserve Easement (ACEP-WRE) easement the lowest of the following three (3) values:

1. The fair market value (FMV) of the offered easement area (as determined by an appraisal or a market analysis);
2. The current fiscal year's Geographic Area Rate Cap (GARC), which Idaho NRCS determined will be 85% of the Appraised FMV, not to exceed \$5,000.00/acre, or, not to exceed greater in specific areas. See **Idaho FY25 ACEP-WRE GARC Map by Region**, for specific areas. The GARC is implemented as follows:
 - a. For permanent easements, compensation is 100% of the GARC value
 - b. For 30-year easements, the compensation is 75% of the GARC value
3. The offer made by the landowner. A landowner is not required to make an offer different than the GARC. However, during a competitive funding cycle, a lower offer may improve the chances for funding.

I, _____, hereby offer to accept the
(Landowner Names)
following as compensation for conveyance of a _____ ACEP-WRE easement to
(Permanent/30-Year)
the United States (select one):

☐ Current Fiscal Year GARC

☐ Other offer: _____ % of FMV OR \$ _____ per acre

If any part of the easement value, cost of restoration, or other expenditure (monetary or in-kind) will be donated or funded by a party other than NRCS (including landowner donations), I have provided details in an addendum to this worksheet. Further, I understand that the offered value is subject to change based upon results of an individual appraisal or market analysis, and that the value that will be compensated is not final until an Agreement to Purchase a Conservation Easement (LTP-31) or Agreement to Enter Contract for 30-Year Land Use (LTP-40) is signed by both parties.

Landowner Signature(s): _____ Date: _____

ACEP-WRE Easement Compensation Summary & Landowner Offer Worksheet

Addendum

If any part of the easement value, cost of restoration, or other expenditure (monetary or in-kind) will be donated or funded by a party other than NRCS (including landowner donations), details are provided in the box below.

Idaho FY25 ACEP-WRE

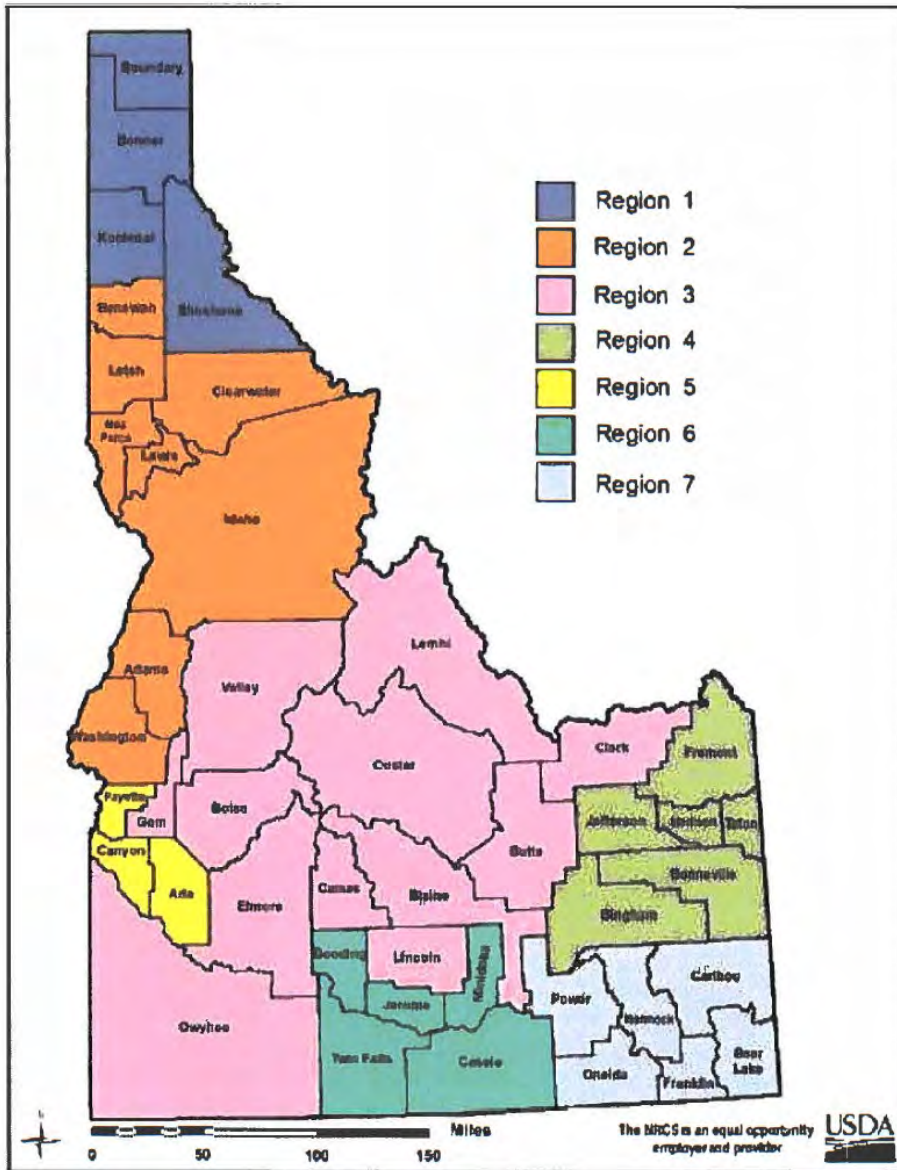
Geographic Area Rate Cap (GARC)

For Rate Cap Determinations

NTEs listed by	Region Irrigated Cropland	Dry Cropland	Pasture
Region 1	*\$10,000	*\$10,000	*\$10,000
Region 2	\$5,000	\$5,000	\$5,000
Region 3	\$5,000	\$5,000	\$5,000
Region 4	*\$5,592	\$5,000	\$5,000
Region 5	*\$5,879	\$5,000	\$5,000
Region 6	*\$6,678	\$5,000	\$5,000
Region 7	*\$5,508	\$5,000	\$5,000

*For FY2025, Idaho is exclusively using appraisals to determine land values.
Appraisal percentage is 85% statewide, with no minimum or maximum acreage*

**Denotes regions/land use types with NTEs requested above the \$5k cap*



**Agricultural Conservation Easement Program (ACEP) -
Wetland Reserve Easements (WRE) and Agricultural Land Easements (ALE)
Landowner Eligibility Matrix**

Note: Adjusted gross income (AGI) requirements are not applicable to fiscal year (FY) 2014 ACEP enrollments, but are applicable beginning in FY 2015.

SCIMS Business Type Code	Business Type	SCIMS Tax ID Type	Individual or Entity		Entity Members		
			FTE Eligibility Required ^{1/}	AGI Eligibility Required ^{2/, 10/}	Members Required ^{3/}	Member's AGI Affect Payment ^{4/}	Member FTE Eligibility must be checked and documented
00	Individual	SSN	Yes	Yes	No	No	No
02	General Partnership	EIN	Yes ^{5/}	Exempt ^{6/}	Yes	Yes	Yes
03	Joint Venture ^{7/}						
04	Corporation	EIN	Yes	Yes	Yes	Yes	No
05	Limited Partnership	EIN	Yes	Yes	Yes	Yes	No
06	Estate	EIN	Yes	Yes	Yes	Yes	No
07	Trust - Revocable	SSN ^{8/}	Yes	Yes	No	No	No
07	Trust - Revocable	EIN	Yes	Yes	Yes	Yes	No
10	Churches, Charities, & Nonprofit Organizations	EIN	Yes	Yes	No	No	No
17	Trust - Irrevocable	EIN	Yes	Yes	Yes	Yes	No
18	Individual Operating as a Small Business	EIN	Yes	Yes	Yes	Yes	No
20	Indian Tribe	EIN	Yes	Exempt	No	No	No
20	Alaska Native Corporations	EIN	Yes	Exempt	No	No	No
22	Limited Liability Company (LLC)	EIN	Yes	Yes	Yes	Yes	No
22	Limited Liability Company (LLC)	SSN ^{9/}	Yes	Yes	No	No	No

1/ Farm tract eligibility (FTE) reflects the combined result of highly erodible land (HEL), converted wetland (CW), and planted converted wetland (PCW) determinations recorded in Farm Service Agency's (FSA's) subsidiary system.

2/ Average adjusted gross income (AGI) certification is required to be filed for all business types where AGI eligibility required is "Yes" and for entity members where the member's AGI affect payment is "Yes." AGI certifications for landowners and entity members are completed using the CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax information" or successor form. The CCC-941 form must be supplied to FSA and the eligibility value will be available in the Subsidiary System.

3/ For business types where members required is "Yes," Forms CCC-901A or CCC-902 **must** be on file with the FSA. The information must be current and be in "determined" or "filed" status in FSA business records for all entity members. All members must file Form CCC-941 for AGI certification. Payments to the entity will be reduced for member shares not meeting AGI.

4/ Business types where members required is "Yes" will have payment reductions in an amount commensurate with the ownership shares of the AGI ineligible members. This reduction will occur at payment but Participants and Landowners must be informed, prior to signing the easement enrollment agreement (for ACPE-ALE the ALE-Agreement; for ACEP-WRE either the NRCS-CPA-31(APCE) or NRCS-CPA-40 (AECLU)) , that these reductions will be applied at payment.
5/ FTE should be documented at both the joint operation (general partnership) level and the member level since a member may be ineligible on another tract impacting eligibility. The joint operation at the entity level (not member level) needs to have an association with the land; members may have a 'no association' FTE status.
6/AGI is not evaluated at the entity level for this business type, but is checked at the member level.
7/ Joint ventures are not an eligible landowner type for easement programs.
8/ Refer to FSA CM-1 Paragraph 178.8 for additional guidance regarding revocable trusts using a SSN as the tax id.
9/ Refer to FSA CM-1 Paragraph 178.6 for additional guidance regarding single member LLC using a SSN as the tax id.
10/ The AGI 2014 Farm Bill determination will be reset to "Not Filed" and the SED determination will be reset to "No Determination" when the either of the following is updated in SCIMS: the tax ID number or an AGI Type change between "Exempt" or "Non-Exempt." This requires FSA to validate the change with IRS.

May 2017

ACEP Eligibility with AGI

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (<i>last, first, middle initial</i>)		D TYPE OF DEPOSITOR ACCOUNT ☐ CHECKING ☐ SAVINGS																			
ADDRESS (<i>street, route, P.O. Box, APO/FPO</i>)		E DEPOSITOR ACCOUNT NUMBER <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																			
CITY	STATE	ZIP CODE	F TYPE OF PAYMENT (<i>Check only one</i>)																		
TELEPHONE NUMBER AREA CODE			☐ Social Security ☐ Fed. Salary/Mil. Civilian Pay																		
B NAME OF PERSON(S) ENTITLED TO PAYMENT			☐ Supplemental Security Income ☐ Mil. Active _____																		
C CLAIM OR PAYROLL ID NUMBER			☐ Railroad Retirement ☐ Mil. Retire. _____																		
Prefix _____ Suffix _____			☐ Civil Service Retirement (OPM) ☐ Mil. Survivor _____																		
			☐ VA Compensation or Pension ☐ Other _____ (<i>specify</i>)																		
		G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (<i>if applicable</i>)																			
		TYPE	AMOUNT																		
PAYEE/JOINT PAYEE CERTIFICATION I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.		JOINT ACCOUNT HOLDERS' CERTIFICATION (<i>optional</i>) I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.																			
SIGNATURE	DATE	SIGNATURE	DATE																		
SIGNATURE	DATE	SIGNATURE	DATE																		

SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
------------------------	---------------------------

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION		ROUTING NUMBER <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												CHECK DIGIT <table border="1"><tr><td></td></tr></table>	
		DEPOSITOR ACCOUNT TITLE													
FINANCIAL INSTITUTION CERTIFICATION I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.															
PRINT OR TYPE REPRESENTATIVE'S NAME		SIGNATURE OF REPRESENTATIVE			TELEPHONE NUMBER		DATE								

Financial institutions should refer to the GREEN BOOK for further instructions.

THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Records Management Branch, Room 135, 3700 East-West Highway, Hyattsville, MD 20782. THIS ADDRESS SHOULD ONLY BE USED FOR COMMENTS AND/OR SUGGESTIONS CONCERNING THE AMOUNT OF TIME SPENT TO COLLECT THIS DATA. DO NOT SEND THE COMPLETED PAPERWORK TO THE ADDRESS ABOVE FOR PROCESSING.

PRIVACY ACT NOTICE

Collection of the information in this Direct Deposit Sign-Up form is authorized by 5 U.S.C. § 552a, 31 U.S.C. § 3332(g), and Executive Order 9397 (November 22, 1943). Your social security number and the other information requested will allow the federal government to process your direct deposit. Your social security number is requested to ensure the accurate identification and retention of records pertaining to you and to distinguish you from other recipients of federal payments. This information will be disclosed to the Department of the Treasury and its fiscal and financial agents, and other federal agencies, as necessary to process your direct deposit. This information may also be disclosed to a court, congressional committee or another government agency as authorized or required to verify your receipt of federal payments. Although providing the requested information is voluntary, your direct deposit cannot be processed without it.

PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A and F in Section 1 is printed on your government check:

- (A)** Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (F)** Type of payment is printed to the left of the amount.

United States Treasury		15-51 000	KANSAS CITY, MO		Check No. 0000 415785						
 <table border="1"> <tr> <td>Month</td> <td>Day</td> <td>Year</td> </tr> <tr> <td>08</td> <td>31</td> <td>84</td> </tr> </table>		Month	Day	Year	08	31	84				
Month	Day	Year									
08	31	84									
Pay to the order of		JOHN DOE 123 BRISTOL STREET HAWKINS BRANCH TX 76543		28 28 VA COMP	<table border="1"> <tr> <td>DOLLARS</td> <td>CTS</td> </tr> <tr> <td>\$***100</td> <td>00</td> </tr> </table>	DOLLARS	CTS	\$***100	00		
DOLLARS	CTS										
\$***100	00										
		(A)		(F)							
NOT NEGOTIABLE											
⑈00000518⑈ 041571926⑈											

SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 (TO BE COMPLETED BY PAYEE)

A NAME OF PAYEE (last, first, middle initial) Doe, John D			D TYPE OF DEPOSITOR ACCOUNT ☐ CHECKING ☐ SAVINGS	
ADDRESS (street, route, P.O. Box, APO/FPO) 1234 Conservation HWY			E DEPOSITOR ACCOUNT NUMBER 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
CITY Greentown	STATE TN	ZIP CODE 37087	F TYPE OF PAYMENT (Check only one) ☐ Social Security ☐ Fed. Salary/Mil. Civilian Pay ☐ Supplemental Security Income ☐ Mil. Active ☐ Railroad Retirement ☐ Mil. Retire. ☐ Civil Service Retirement (FPM) ☐ Mil. Survivor ☐ VA Compensation or Pension ☒ Other <u>Conservation Easement</u> (specify)	
TELEPHONE NUMBER AREA CODE (931) 111-2222			G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable) TYPE AMOUNT	
B NAME OF PERSON(S) ENTITLED TO PAYMENT John Doe			H JOINT ACCOUNT HOLDERS' CERTIFICATION (optional) I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.	
C CLAIM OR PAYROLL ID NUMBER 111 22 3333 Prefix Suffix				
PAYEE/JOINT PAYEE CERTIFICATION I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named here to be deposited to the designated account.				
SIGNATURE		DATE	SIGNATURE	
SIGNATURE		DATE	SIGNATURE	

GOVERNMENT AGENCY ADDRESS

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME OF FINANCIAL INSTITUTION	ROUTING NUMBER CHECK DIGIT		
DEPOSITOR ACCOUNT TITLE			
FINANCIAL INSTITUTION CERTIFICATION I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.			
PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.

THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Agreement Number: _____
(NRCS Use)

AGREEMENT FOR THE PURCHASE OF CONSERVATION EASEMENT

THIS AGREEMENT is made by and between _____

("Landowner"), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture ("United States"), on behalf of the Commodity Credit Corporation ("CCC"). Landowner and the United States are collectively referred to as "the Parties." The Natural Resources Conservation Service ("NRCS") is the administering agency on behalf of the United States.

For and in consideration of _____

_____ Dollars (\$ _____), subject to commensurate reduction under 7 CFR Part 1440 based upon adjusted gross income (AGI) limitations as described in Part IIIB below, and payable by the United States to the Landowner, Landowner agrees to sell to the United States a conservation easement on lands and interests ("Property") in accordance with the following terms and conditions:

I. Purpose.

Landowner agrees that by signing this Agreement, the Landowner is enrolling the Property in the Agriculture Conservation Easement Program-Wetland Reserve Easement (ACEP-WRE), Subtitle H of Title XII of the Food Security Act of 1985, as amended, and agrees to the restoration and maintenance of the Property for the duration of the ACEP-WRE easement in accordance with the Warranty Easement Deed, appended hereto as Exhibit 1. NRCS will assist landowners in restoring and protecting the wetland functions and values of their properties through a Wetland Reserve Plan of Operations (WRPO) developed by NRCS.

II. Property Description.

The Property is comprised of _____ acres, more or less, and is more fully depicted or described in Exhibit 2, appended hereto.

TOGETHER, with an associated right-of-way, water uses, water rights, minerals, oil, gas, and geothermal resources, and depicted on Exhibit 3, appended hereto.

III. Purchase Price and Payment.

A. The purchase price is based on a per-acre easement compensation value of the Property multiplied by the number of acres. The Parties agree to adjust the purchase price to conform to the final acreage as determined by a survey procured by NRCS, or unless

otherwise mutually agreed to by the Parties. Any adjustment of purchase price or acreage will be incorporated in the Warranty Easement Deed, and by its execution, at closing, shall constitute the Parties' agreement to the adjustment.

B. Before the payment is issued, NRCS must determine that all Landowners meet the AGI limitations set forth in 7 CFR Part 1400. Landowners that are legal entities or general partnerships that meet the AGI limitations may have individual members of that legal entity or general partnership that do not meet the AGI limitations. While the deed document will reflect the purchase price as calculated and adjusted under paragraph A above, the amount actually paid at closing will be reduced by an amount commensurate with the percent ownership of any AGI-ineligible member of an otherwise AGI-eligible legal entity or general partnership.

C. NRCS will make a single payment unless Landowner identifies in this paragraph the number of annual installment payments requested. Landowner requests _____ annual installment payments (*not more than 10*) and acknowledges that after the first installment payment, subsequent installment payments will be made after October 1 of each calendar year following the first installment payment. Landowners electing installment payments where the total easement purchase price is more than \$500,000 may elect a minimum of 5 and a maximum of 10 installment payments. Payment will be made by the United States using electronic fund transfers (EFTs).

IV. Terms of Easement.

Landowner agrees to convey the conservation easement using the Warranty Easement Deed provided by NRCS. The period of the ACEP-WRE conservation easement is (*Landowner check and initial selected option below*)

- ☐ In perpetuity. _____
- ☐ For a term of 30 years. _____

V. Restoration Rights of the United States.

A. By signing this Agreement, the Landowner agrees that NRCS will have the right to implement the WRPO on the Property upon execution of the Warranty Easement Deed. The Landowner authorizes NRCS to provide financial assistance either directly to the Landowner or through another entity that assists with implementation of the WRPO, as determined by NRCS. These agreements and authorizations shall not merge with but shall survive the execution and recordation of the Warranty Easement Deed to be executed pursuant to this Agreement.

B. Landowner acknowledges that projected restoration practices, locations, extents, quantities, and associated costs developed by NRCS are subject to change and that NRCS has final discretion on the implementation of the WRPO. The Landowner must identify its preferred method for NRCS to provide financial assistance for restoration on the Property and initial below (*Landowner check and initial selected option below*):

Method: ☐ Federal Contract _____

☐ Landowner Conservation Program Contact
or Partner Agreement _____

C. For 30-year easements, NRCS will not provide funding for more than 75 percent of the total restoration cost. The Landowner agrees that NRCS will withhold an amount equivalent to 25 percent of the projected restoration costs from the easement payment in order to carry out the restoration on the Property in accordance with the WRPO. If there is an increase in the final restoration costs from the projected restoration costs, the Landowner is responsible to provide additional funds up to 25 percent of the final restoration cost. If there is a decrease in the final restoration costs, the Landowner will receive the difference between the 25 percent of the final restoration costs and the amount withheld based on the projected restoration costs.

VI. Risk of Loss and Liabilities.

A. The risk of loss or damage to the Property occurring prior to the vesting of satisfactory title in the United States shall be borne by the Landowner. In the event of such loss or damage, NRCS may, at its discretion and without liability, withdraw from the transaction and terminate the Agreement.

B. In the event of loss or damage to the Property, the Parties may mutually agree to adjust the purchase price and proceed with the transaction based upon an acceptable ACEP-WRE valuation methodology.

VII. Title.

A. The United States shall, at its cost, secure evidence of title satisfactory to the Attorney General of the United States, 40 U.S.C. Section 3111.

B. Prior to closing, the title to the Property must be approved by the Department of Agriculture's Office of the General Counsel in conformity with the title standards and regulations of the Attorney General of the United States.

C. Prior to closing, any encumbrance, exception, or other cloud on title including encroachments must be eliminated and quieted by the Landowner, unless deemed administratively acceptable by NRCS pursuant to instructions given by the Office of the General Counsel.

D. Landowner represents and warrants that Landowner has full right, power, and authority to convey; that there is no condemnation or similar proceedings affecting any part of the Property and no proceedings will be pending on the Closing Date; and that Landowner is not subject to any commitment, obligation, or agreement, including but not limited to, any rights of first refusal or option to purchase, granted to a third party, which would or could prevent Landowner from completing the sale of the Property as contemplated by this Contract.

E. Landowner represents and warrants that Landowner has defined, unencumbered, unconditional, and transferable legal right of access from an identified Federal, State, or local public right-of-way to the entire easement area for the term of the enrollment.

F. Landowner agrees to pay at closing any taxes that are due or delinquent owing against the Property.

VIII. Closing.

A. NRCS has until February 15, 2024, to close on the conservation easement. Prior to the expiration of the Agreement, the Parties may mutually agree to extend this Agreement only once until February 15, 2025.

B. NRCS will select a closing company or closing agent and pay all normal costs of closing.

IX. Conveyance Instruments.

A. Landowner shall execute and deliver at closing a Warranty Easement Deed conveying a conservation easement on the Property to the United States of America.

B. Landowner shall deliver, without cost to the United States, any other documents that may be required to convey good and merchantable title, including trust instruments, powers of attorney, corporate resolutions, and similar instruments.

C. The deed or deeds of conveyance shall be prepared by NRCS in consultation with the Office of the General Counsel.

X. General Provisions.

A. Landowner agrees that officers and authorized agents of the United States have at all reasonable times, the right to enter upon the Property for any purpose related to purchasing the conservation easement, including inspection of the Property and the resources upon them, restoration planning, survey, and other due diligence work related to real property acquisition.

B. Landowner agrees not to do or authorize others to do any act by which the value or title to the Property may be diminished or encumbered, or the Property devalued, including the extraction of resources or materials (for example, oil, gas, minerals, timber), the manipulation of topography, or the release of hazardous materials or substances.

C. Except for reasons beyond the control of the Landowner, as determined by NRCS, if the Landowner fails to convey the easement, the Landowner will be in default and shall pay the United States the amount of costs incurred by the United States for survey and all other actions taken in furtherance of this Agreement. In the event the Property is sold or transferred in whole or in part, including entering into a contract to sell the Property, prior to vesting of satisfactory title in the United States, the Agreement will be terminated and the Landowner will be subject to repayment penalties described above. NRCS may waive all or a portion of the repayment penalties if the new landowner is determined by NRCS to meet the eligibility requirements and

agrees to accept the terms of this Agreement and associated transfer agreements. The Landowner must notify NRCS immediately of any sale or transfer of the Property, including any contract to sell the Property.

D. NRCS may, at its discretion and without liability, terminate this Agreement at any time due to the lack of availability of funds, inability to clear title, lack of sufficient legal access, sale of the land, risk of hazardous substance contamination, or other reasons.

E. The Parties agree that this Agreement shall not be assigned in whole or in part, except that Landowner may assign this Agreement to Purchase Conservation Easement to a qualified intermediary if he or she elects to conduct a like-kind exchange in accordance with Internal Revenue Code Section 1031. The Landowner agrees to provide NRCS the notice of assignment no less than 90 days prior to the anticipated closing date. As part of the like-kind exchange, the subject property will be conveyed to the United States and the United States will make payment in accordance with the purchase agreement, assignment, and closing instructions. The United States makes no assurances that this transaction will qualify as a like-kind exchange in accordance with Internal Revenue Code Section 1031. Further, the Parties agree that no Member or Delegate to Congress or Resident Commissioner may be a party to any share or part of this Agreement. In addition, in the event the Landowner dies, this Agreement will be binding upon and inure to the benefit of the Landowner's heirs, successors and assigns; provided, however, that NRCS may terminate this Agreement, without liability, if such heir, successor, or assign is unwilling or unable to: (1) reaffirm the obligations under this Agreement in writing, or (2) provide verification of their eligibility to enroll in ACP-WRE, within 60 days notice of this Agreement.

F. All covenants, warranties, and representations made by Landowner shall survive this Agreement.

G. Irrespective of any violations by the Landowner of the terms of the conservation easement, the conservation easement survives and runs with the land for its duration.

H. If NRCS requires a closing or escrow agent to perfect this transaction, the Landowner hereby agrees that the payment may be disbursed into an escrow account administered by the closing company, escrow agent, or authorized person selected by NRCS for completion of the transaction between NRCS and the Landowner.

I. Landowner understands the program requirement that any existing cropland base on the enrolled acres must be permanently retired at the time of easement closing. The landowner understands that it is their responsibility to contact the Farm Service Agency (FSA) to obtain and execute any documents necessary to transfer or retire base acres from the enrolled land prior to the closing of the easement. Upon closing and recording the easement, NRCS will provide written notification of easement recording to FSA, at which time any base acres remaining on the easement acres will be permanently retired.

J. Landowner understands that they are responsible to contact FSA to determine impacts to commodity payments that may result from easement closing and recording.

K. Landowner acknowledges that NRCS may provide a copy of this Agreement to the

FSA at the time it is executed for the purpose of allowing FSA to track ACPE-WRE enrollments to ensure the county cropland enrollment limits are not exceeded. Execution of this Agreement alone does not authorize the permanent retirement of base acres or commodity payment refund collection.

Landowner has hereunto signed on this _____ Day of _____, 20____.

Landowner(s):

The Secretary of the Department of Agriculture, acting through his or her authorized representative, has executed this Contract on behalf of the United States of America on this _____ Day of _____, 20____.

THE UNITED STATES OF AMERICA

BY: _____

Optional Extension of the Agreement for the Purchase of Conservation Easement

XI. Extension of Agreement

Prior to the original expiration date of this Agreement, the Parties mutually agree to extend this Agreement to the February 15 extension date identified in Paragraph VIII(A). The Parties acknowledge that no further extensions of this Agreement are authorized.

Landowner has hereunto signed on this _____ Day of _____, 20 ____.

Landowner(s):

The Secretary of the Department of Agriculture, acting and through his or her authorized representative has executed this Contract on behalf of the United States of America on this _____ Day of _____, 20 ____.

THE UNITED STATES OF AMERICA

BY: _____

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 1 (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above 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.

EXAMPLE

WARRANTY EASEMENT DEED IN PERPETUITY

AGRICULTURAL CONSERVATION EASEMENT PROGRAM – WETLAND RESERVE EASEMENT EASEMENT NO. _____

THIS WARRANTY EASEMENT DEED is made by and between

_____ of
_____ (hereafter referred to as the
“Landowner”), Grantor(s), and **the UNITED STATES OF AMERICA** and its assigns
(hereafter referred to as the “United States”), Grantee. The Landowner and the United States are
jointly referred to as the “Parties.”

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and the acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of these mutual obligations and benefits recited herein to each party and the sum of _____

_____ Dollars
(\$ _____), paid to Grantor(s) subject to commensurate reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns (Grantee), in perpetuity, the lands comprising the Easement Area described in Part I and appurtenant rights of access to the Easement Area, but reserving to the

Landowner only those rights, title, and interest in the lands comprising the Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A, which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, nonpermanent, and easily assembled, disassembled, and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water Rights and Water Uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. Haying, mowing, or seed harvesting for any reason;
 2. Altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover;
 3. Accumulating or dumping refuse, wastes, sewage, or other debris;
 4. Harvesting wood or sod products;
 5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. Building, placing, or allowing to be placed structures on, under, or over the Easement Area, except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses, the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. Planting or harvesting any crop;
 9. Grazing or allowing livestock on the Easement Area;
 10. Disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. Use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. Any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. Any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock are the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of Water for Easement Purposes. The Landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management Activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed. The United States also has the right of reasonable ingress and egress across the Easement Area to other adjacent or appurtenant property in which the United States holds real property rights acquired by and through NRCS.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise, and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

D. Violations and Remedies – Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, 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 or substance, 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.

“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 which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near, or from the Easement Area.

- D. General Indemnification. Landowner shall 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 cost of actions, sanctions asserted by or on behalf of any person or government 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 Easement Area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this _____ day of _____, 2____.

Landowner(s): _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

WARRANTY EASEMENT DEED FOR A PERIOD OF 30 YEARS

AGRICULTURAL CONSERVATION EASEMENT PROGRAM –
WETLAND RESERVE EASEMENT
EASEMENT NO. _____

THIS WARRANTY EASEMENT DEED is made by and between _____

_____ of
_____ (hereafter referred to as the
“Landowner”), Grantor(s), and **the UNITED STATES OF AMERICA** and its assigns
(hereafter referred to as the “United States”), Grantee. The Landowner and the United States are
jointly referred to as the “Parties.”

The United States of America is acquiring this property by and through the Commodity Credit
Corporation (CCC) and the acquiring agency of the United States is the Natural Resources
Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage,
maintain, and enhance the functional values of wetlands and other lands, and for the conservation
of natural values including fish and wildlife and their habitat, water quality improvement, flood
water retention, groundwater recharge, open space, aesthetic values, and environmental
education. It is the intent of NRCS to give the Landowner the opportunity to participate in the
restoration and management activities on the Easement Area.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the
Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program -
Wetland Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of these mutual
obligations and benefits recited herein to each party and the sum of _____ Dollars
(\$ _____), paid to Grantor(s) subject to commensurate
reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s)
hereby grants and conveys with general warranty of title to the UNITED STATES OF
AMERICA and its assigns (Grantee), for a period of 30 years, the lands comprising the
Easement Area described in Part I and appurtenant rights of access to the Easement Area, but
reserving to the Landowner only those rights, title, and interest in the lands comprising the

Easement Area expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the Easement Area, are described on EXHIBIT A, which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the Easement Area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the Easement Area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the Easement Area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, nonpermanent, and easily assembled, disassembled, and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the Easement Area, provided that any drilling or mining activities are to be located outside the boundaries of the Easement Area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water Rights and Water Uses. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this Easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the Easement Area:
1. Haying, mowing, or seed harvesting for any reason;
 2. Altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover;
 3. Accumulating or dumping refuse, wastes, sewage, or other debris;
 4. Harvesting wood or sod products;
 5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Easement Area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. Building, placing, or allowing to be placed structures on, under, or over the Easement Area, except for individual semi-permanent hunting or observation blinds for undeveloped recreational uses, the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 8. Planting or harvesting any crop;
 9. Grazing or allowing livestock on the Easement Area;
 10. Disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. Use of the Easement Area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. Any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the Easement Area; and
 13. Any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock are the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the Easement Area are prohibited on the Easement Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. Use of Water for Easement Purposes. The Landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this Easement Deed, if applicable.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the Easement Area.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the temporary use of the Easement Area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

PART V. Rights of the United States. The rights of the United States include:

- A. Management Activities. The United States has the right to enter the Easement Area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the Easement Area. The United States may apply to or impound additional waters, in accordance with State water law, on the Easement Area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the Easement Area over the Landowner's property, whether or not the property is adjacent or appurtenant to the Easement Area, for the exercise of any of the rights of the United States under this Easement Deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed. The United States also has the right of reasonable ingress and egress across the Easement Area to other adjacent or appurtenant property in which the United States holds real property rights acquired by and through NRCS.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this Easement Deed to any Federal or State agencies authorized by law that the NRCS determines to have the appropriate authority, expertise, and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any

delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

- D. Violations and Remedies – Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this Easement Deed constitute things of value to the United States and this Easement Deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this Easement Deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the Easement Area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this Easement Deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this Easement Deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the Easement Area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this Easement Deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this Easement Deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Agricultural Conservation Easement Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, 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 or substance, 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.

“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 which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near, or from the Easement Area.

- D. General Indemnification. Landowner shall 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 cost of actions, sanctions asserted by or on behalf of any person or government 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 Easement Area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns for the term of 30 years. The Landowner covenants that he, she, or they are vested with good title to the Easement Area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the Easement Area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this Easement Deed.

Dated this _____ day of _____, 2____.

Landowner(s): _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2____, before me, the undersigned, a Notary Public in and for said State personally appeared _____, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

ACCEPTANCE BY GRANTEE:

I _____ (name), _____ (title),
being the duly authorized representative of the United States Department of Agriculture Natural
Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to
the rights and duties of the United States of America, Grantee.

Dated this _____ day of _____, 2 ____.

Signature

Title

This instrument was drafted by the Office of General Counsel, U.S. Department of Agriculture,
Washington, DC 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 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.