Award Identifying Number: _____
NEST Agreement Number: _____

STATEMENT OF WORK
to
COOPERATIVE AGREEMENT
between
THE COMMODITY CREDIT CORPORATION
and the
[ENTITY or ENTITIES NAME(S)]
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASMENTS

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **[ENTITY or ENTITIES NAME(s)]** (hereinafter whether singular or plural **ENTITY**) for the purchase of agricultural land easements (ALE) under the Agricultural Conservation Easement Program (ACEP). The CCC will utilize the expertise and services of NRCS to perform its duties identified in this Cooperative Agreement. The term "Parties" as used herein refers collectively to NRCS and the **ENTITY.**

I. AUTHORITY

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq., the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq., and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468) and uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200 and 400.

[ENTITY or ENTITIES NAME] enters this Cooperative Agreement under the authorities of **[insert Charter or Statutory authority]**.

II. PURPOSE

This Cooperative Agreement stipulates the terms and conditions under which NRCS will provide ACEP cost-share assistance to the **ENTITY**. The **ENTITY** has signed the Notice of Grant and Agreement Award acknowledging that the award is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

THEREFORE, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (Grantors) to protect the agricultural use, future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land or to protect grazing uses and related conservation values by restoring and conserving eligible land. The Parties have identified these eligible lands on attachments to this Cooperative Agreement as Parcels, herein referred to collectively as "Parcels" or individually as "Parcel."

III. OBLIGATION OF FUNDS

A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified on the Notice of Grant and Agreement Award for the acquisition by the **ENTITY** of agricultural land easements on the Parcels listed on attachments to this Cooperative Agreement. To receive this cost-share, the **ENTITY** must close the agricultural land easements and request payment of the NRCS cost-share in accordance with section VII of this Cooperative Agreement.

NRCS Representative Initial_____

Entity Representative Initial _____

B. NRCS may make additional cost-share assistance available in future fiscal years through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-share assistance amount, the additional funded Parcels, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in section IX.D.

C. Upon mutual agreement of the Parties and execution of an amendment, as provided in section IX.D, NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by the NRCS.

D. This Cooperative Agreement will be for a term of 3 years and not to exceed 5 years. The **ENTITY** must meet each performance schedule deadline in table 1 unless the **ENTITY** requests and NRCS grants an extension in writing prior to the original deadline. The performance schedule deadlines for an individual attachment may be extended for one consecutive 12-month period, as provided in section IX.B. Should the **ENTITY** not meet the performance schedule deadlines, NRCS may release any remaining funds from this Cooperative Agreement.

Table 1 – Performance Schedule

FY of Fund Obligation (Attachment)	**Attachment Listing Parcels**	**Closing Deadline**	**Payment Request Deadline**	**Attachment Expiration Deadline**
2017	A	March 31, 2019	July 31, 2019	August 31, 2019
2018	B	March 31, 2020	July 31, 2020	August 31, 2020

E. Requests for an extension to the attachment expiration deadline must be submitted by the **ENTITY** to NRCS 30 days in advance of the attachment expiration date.

F. Nothing in this document obligates NRCS or the **ENTITY** to purchase all or any of the agricultural land easement Parcels listed in the attachments.

IV. FEDERAL SHARE

Based on a determination by NRCS that the ENTITY has satisfied the terms and conditions of this agreement, NRCS will pay the **ENTITY** a cost-share amount for the purchase of each agricultural land easement acquired by the **ENTITY.** The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR § 1468.24.

V. COOPERATING ENTITY'S CONTRIBUTION

A. The **ENTITY** will contribute an amount for the easement purchase at least equivalent to the Federal share. The **ENTITY** may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) from the eligible landowner if the **ENTITY** contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State Conservationist has waived a portion of the **ENTITY** cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver will be identified in the attachment and the **ENTITY** will provide a copy of the approved waiver at the time payment is requested. The **ENTITY's** reduced contribution of its own cash resources for projects of special significance will be in an amount at least [SELECT ONE: 25 or 10] percent of the Federal share.

B. The **ENTITY** must self-certify on NRCS Form 230, "Confirmation of Matching Funds" (exhibit 4), that the **ENTITY**'s contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor of the agricultural land easement,

immediate family members, or organizations controlled by or funded by the Grantor, either through formal or informal agreements. The **ENTITY** must provide a completed NRCS Form 230 to NRCS for a Parcel prior to the closing or an advance of funds for that Parcel.

VI. PAYMENTS

A. The **ENTITY** must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this section and section VII in order to receive the Federal share for a Parcel.

B. The **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, the **ENTITY** will submit the Form SF-270 (Request for Advance/Reimbursement of Funds (exhibit 5)), the SF-270 supplement for noncertified eligible entities (exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. The **ENTITY** may submit the SF-270 payment request package:

1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).

C. **ENTITY** will maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Cooperative Agreement.

D. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the **ENTITY** within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

E. If NRCS provides an advance payment the **ENTITY** will obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The **ENTITY** will ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of advance payment, the **ENTITY** will ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day. The **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

VII. RESPONSIBILITIES

A. ENTITY Responsibilities:

1. **ENTITY** must purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified on the attachments to this Cooperative Agreement consistent with the requirements identified in this Agreement. ACEP agricultural land easements are conservation easements conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permit the landowner the right to continue agricultural production and related uses subject to an agricultural land easement plan, as specified in in this part.

2. **ENTITY** must, ensure that agricultural land easements acquired with funds made available under this Cooperative Agreement and that the deeds satisfy the following requirements:

a. Contain the "Minimum Terms for the Protection of Agricultural Use", attached to this Cooperative Agreement as exhibit 7 (ALE Minimum Deed Terms). The **ENTITY** is authorized to use its own terms and conditions in the agricultural land easements so long as the **ENTITY's** additional language does not alter or defeat the intent, purpose, or effective

enforcement by the Parties of the ALE minimum deed terms, the Agricultural Conservation Easement Program, or the agricultural land easements acquired under this Cooperative Agreement.

b. Address all of the minimum deed requirements identified at 7 CFR § 1468.25(d);

c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part.

d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land;

e. Run with the land in perpetuity or where State law prohibits a permanent easement, for the maximum duration allowable under State law;

f. Protect the agricultural use, future viability, and related conservation value, of the Parcels by limiting nonagricultural uses of that land or protect grazing uses and related conservation values by restoring and conserving eligible land, including grasslands of special environmental significance;

g. Provide for the administration, management, and enforcement of the agricultural land easement by the **ENTITY** or its successors and assigns;

h. Permit effective enforcement of the conservation purposes of such easements; and

i. Subject the Parcel to an agricultural land easement plan that meets the requirements of this Section.

3. The **ENTITY** has the following three options for ensuring that the agricultural land easement contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:

a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Easement Deed. Under this option the **ENTITY** does not need to have the entire agricultural land easement deed reviewed by NRCS, instead NRCS at the State level will verify prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement that the **ENTITY** satisfies all of the following requirements:

(i) The ALE Minimum Deed Terms addendum is signed by the landowner and the **ENTITY** and will be attached to the agricultural land easement deed at the time of closing and recordation;

(ii) The terms of the ALE Minimum Deed Terms addendum are not modified; and

(iii) The paragraph below is inserted at the bottom of the agricultural land easement deed: *This Agricultural Land Easement is acquired with funds provided, in part, by the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT ____ is attached hereto and incorporated herein by reference and will run with the land in perpetuity [or for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT_____ is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Terms For The Protection Of Agricultural Use in EXHIBIT ___ that is appended to and made a part of this easement deed.*

b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the **ENTITY** shall ensure the terms as stated in in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land easement deed. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed must be reviewed and approved by

NRCS Representative Initial_____

Entity Representative Initial _____

NRCS National Headquarters prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Upon mutual agreement of the **Parties**, the Cooperative Agreement may be amended to replace or supplement the attached exhibit 7 with an agricultural land easement deed template to be used for every Parcel listed on attachments to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must contain the ALE minimum deed terms as stated and must be approved by NRCS National Headquarters in advance of the amendment. If the **ENTITY** uses the approved NRCS NHQ-approved deed template without changing any terms or conditions, then the **ENTITY** is not required to obtain NRCS NHQ review and approval of the individual, final agricultural land easement deeds. NRCS at the State level will verify prior to the **ENTITY** requesting an advance of the Federal share or prior to closing on an agricultural land easement that the individual, final agricultural land easement deed is the same as the NHQ-approved template.

4. The **ENTITY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits at least 90 days before the planned closing date.

5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.

6. The **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.

7. The **ENTITY** must pay all costs of agricultural land easement acquisition and will operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq. and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the **ENTITY** unless NRCS exercises the rights of the United States under an agricultural land easement.

8. NRCS is not responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the **ENTITY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

9. The **ENTITY** must prepare a baseline documentation report documenting the condition of the Parcel as of the time the easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to part VI. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The **ENTITY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed.

10. **ENTITY** must ensure completion of an agricultural land easement plan for each Parcel that must:
    a. Meet the requirements for an agricultural land easement plan specified in 7 CFR § 1468.26(a);
    b. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Parcel was selected;
    c. Identify required or recommended conservation or management practices or activities that address the purposes and resource concerns for which the Parcel was selected;
    d. Require the management of any grasslands according to a grassland management plan or forest lands that exceed the greater of 40 acres or 20 percent of the Parcel according to a forest management plan;

e. Require a conservation plan that meets the requirements of 7 CFR Part 12 for any highly erodible cropland; and
f. Require, if specified prior to closing, the conversion of highly erodible cropland to less intensive uses.

11. **ENTITY** will choose one of the options below for completing the agricultural land easement plan by initialing the appropriate box when signing this Cooperative Agreement. **(Initial only one option):**

☐ a. **ENTITY** requests that NRCS personnel complete the agricultural land easement plan and **ENTITY** will coordinate with NRCS State office and landowner to ensure that the plan is completed and signed by the landowner prior to closing.

☐ b. **ENTITY** will complete the agricultural land easement plan without the assistance of NRCS personnel and at its own expense. **ENTITY** will ensure the plan meets NRCS standards and specification or other applicable industry standards. **ENTITY** will provide the plan to NRCS at least 90 days prior to the planned closing date and must obtain NRCS approval of the plan prior to closing. **ENTITY** will ensure NRCS has authorized access to the property and landowner if needed to review and approve plans prepared using this option. **ENTITY** will ensure the approved plan is signed by the landowner prior to closing.

12. In acquiring agricultural land easements, the **ENTITY** will ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement. The **ENTITY** and NRCS will review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the **ENTITY** and NRCS. The **ENTITY** must provide NRCS a copy of the title commitment or title report, a summary of the **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865, and applicable regulations, and approved by NRCS and documented on the certificate of use and consent.

13. The **ENTITY** must secure proper title evidence and insurance using an owner's American Land Title Association (ALTA) policy with the **ENTITY** listed as the insured on the policy and the policy issued for the full amount of the agricultural land easement purchase price.

14. The **ENTITY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR § 1468.24. Individual appraisals conducted by a certified general appraiser that conform to the NRCS Appraisal Specifications provided as exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.

15. The **ENTITY** must provide the appraiser the NRCS appraisal specifications (exhibit 8) and all of the items required to be provided by the **ENTITY** as identified in the NRCS appraisal specifications. The **ENTITY** must receive a separate appraisal report for each funded Parcel identified on an attachment. Under no circumstances may the **ENTITY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

16. The **ENTITY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The **ENTITY** may not close the agricultural land easement until the technical reviewer

approves the appraisal report. If the **ENTITY** closes the agricultural land easement prior to the approval of the appraisal by the technical reviewer NRCS may not provide the Federal share for the agricultural land easement and may terminate this agreement.

17. The **ENTITY** may not use ACEP funds to acquire an easement on a property in which the **ENTITY**'s employee or board member with decision-making involvement in easement acquisition and management matters has a property interest or whose immediate family member or household member has a property interest. The **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.

18. The **ENTITY** may not at any time, when the **ENTITY** is named as a Grantee on the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the **ENTITY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the **ENTITY** agrees to immediately terminate such agreement and arrange for an uninterested party to manage or monitor the Parcel.

19. The **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement or agricultural land easement plan is identified by or reported to the **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of a conservation plan can only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

20. The **ENTITY** must submit a completed Federal Financial Report Standard Form 425 (FFRs) (exhibit 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the **ENTITY** closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final FFR must be submitted no later than 90 days after the end date of the Cooperative Agreement.

21. At a minimum, the **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed and agricultural land easement plan provisions. Each year the **ENTITY** will submit the annual monitoring report for that year to the appropriate NRCS State office in the format required by NRCS.

22. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR § 1468.3 for the entire term of this agreement.

23. This paragraph and paragraphs 2, 7, 8, 9, 10, 17, 18, 19, 20, and 21 of this section VII.A will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will review applications submitted by the **ENTITY**, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous substance record search, conduct an onsite visit, and authorize Parcels to be added to the attachments to this Cooperative Agreement as tentatively selected for funding or as substitutes.

2. NRCS will provide technical and other services as requested and to the extent resources allow to assist in developing an agricultural land easement plan that meets ACEP requirements and NRCS standards and specifications or other applicable industry standards.

3. NRCS will manage the funds obligated to this Cooperative Agreement and subject to the availability of funds, disburse the appropriate funds to the **ENTITY** in accordance with this Cooperative Agreement.

4. After the required materials have been submitted by the **ENTITY**, prior to closing, NRCS will:

a. Review the agricultural land easement deed based on the option selected by the **ENTITY** for incorporating the ALE minimum deed terms, and provide the **ENTITY** with any approval instructions or items requiring resolution,
b. Review the title documents submitted by the **ENTITY**, complete a certificate of use and consent, and provide the findings to the **ENTITY** for information or remedy as necessary,
c. Conduct a technical review of the appraisal submitted by the **ENTITY** and provide the findings to the **ENTITY** for information or resolution as necessary,
d. As requested by the **ENTITY**, either develop or review the agricultural land easement plan and identify any items for resolution to the **ENTITY**,
e. Review the draft baseline documentation report provided by the **ENTITY** and notify the **ENTITY** if additional information is needed; and
f. Review and provide notice of determination on any waiver requests submitted by the **ENTITY** in accordance with ACEP policy.
g. After NRCS reviews are completed and the materials are determined acceptable, provide the **ENTITY** with an "Approval for a Non-Certified Eligible Entity to Proceed with the ALE Acquisition" letter and the NRCS-signed "Confirmation of Matching Funds.

5. If an advance payment is requested, NRCS will also provide a copy the NRCS closing agent requirements to the **ENTITY.**

6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that the **ENTITY** has provided all documentation, certifications and information required by sections VI and VII.A. NRCS will conduct an internal review the SF-270 payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all agricultural land easement payments that meet the national review threshold. Complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

7. NRCS will certify payment and disburse funds, for Parcels listed as funded on the attachments to this Cooperative Agreement when the **ENTITY** has requested payment by the payment request deadline and acquired agricultural land easements on the funded Parcels by the closing deadline, consistent with the requirements of the this agreement.

8. NRCS will review the annual monitoring reports provided by the **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the **ENTITY**.

VIII. PUBLIC INFORMATION

A. The **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. The **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Federal law, including section 1244 of the Food Security Act of 1985, 16 U.S.C. Section 3844, and section 1619 of the Food, Conservation, and Energy Act of 2008 (Public Law 110-246), 7 U.S.C. Section 8791.

IX. GENERAL PROVISIONS

A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders applicable to Federal financial assistance, including but not limited to 2 CFR Parts 25, 170, 200, and 400.

B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS cannot fulfill its obligations under this Cooperative Agreement because of the unavailability of funds, this Cooperative Agreement will automatically terminate.

C. No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the **ENTITY**. Nothing herein will preclude NRCS or the **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VII.A.18 of this Cooperative Agreement. Such documents will be in writing, will reference this Cooperative Agreement, and will be maintained as part of the official Cooperative Agreement file.

D. This Cooperative Agreement may be amended or modified by written amendment signed by the authorized officials of the NRCS and the **ENTITY**.

E. NRCS may terminate this Cooperative Agreement if NRCS determines that the **ENTITY** has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial obligations of the Parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

F. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

X. ATTACHMENTS and EXHIBITS

Signature Page - NRCS-ADS-093, Notice of Grant and Agreement Award

Attachment A – List of Agricultural Land Easement Parcels funded by NRCS

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements
Exhibit 2 – Standard Form 425 (SF-425), "Federal Financial Report"
Exhibit 3 – Representation Regarding Felony Convictions and Tax Delinquent Status for Corporate Applicants (AD-3031) (applicable to corporate eligible entities only)
Exhibit 4 - NRCS Form 230, "Confirmation of Matching Funds"
Exhibit 5 - SF-270, "Request for Advance/Reimbursement of Funds"
Exhibit 6 - SF-270 Supplement for Noncertified Eligible Entities
Exhibit 7 - Minimum Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum)
Exhibit 8 - Appraisal Specifications

NRCS Representative Initial_____

Entity Representative Initial _____