

**PROGRAM AGREEMENT**  
**between**  
**USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**  
**and the**  
**[ELIGIBLE ENTITY or ENTITIES NAME(S)]**  
**for the**  
**AGRICULTURAL CONSERVATION EASEMENT PROGRAM**  
**AGRICULTURAL LAND EASEMENTS**

This PROGRAM 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 [ELIGIBLE ENTITY or ENTITIES NAME(S)] (hereinafter, whether singular or plural, ENTITY). NRCS and ENTITY are engaged in complementary and compatible activities related to purchasing agricultural land easements to secure the long-term protection of the agricultural use and future viability, and related conservation values, of eligible land by limiting the nonagricultural uses of that land that negatively affect the agricultural uses and conservation values, or protecting grazing uses and related conservation values by restoring or conserving eligible land. These activities are accomplished through the provisions of the agricultural land easement component of the Agricultural Conservation Easement Program (ACEP-ALE). To accomplish these activities, financial and technical assistance may be provided by NRCS and ENTITY, whose assistance may include qualified contributions from others.

**I. AUTHORITY**

NRCS enters this PROGRAM 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. This PROGRAM AGREEMENT will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468).

[ENTITY or ENTITIES NAME(S)] enters this PROGRAM AGREEMENT under the authorities of [insert charter or statutory authority].

**II. BACKGROUND AND PURPOSE**

ACEP-ALE is a voluntary conservation program that establishes specific parameters for NRCS to work with and provide ACEP-ALE cost-share assistance to eligible entities for the purchase of an agricultural land easement on eligible land from eligible landowners (Grantors) and for NRCS personnel to conduct technical assistance activities to implement the program. The purpose of this PROGRAM AGREEMENT is to establish the framework by which NRCS and ENTITY may implement the activities necessary to acquire agricultural land easements and ensure the long-term protection of the natural resources and agricultural nature of the lands under easement with ACEP-ALE assistance. The term “Parties” as used herein refers collectively to NRCS and ENTITY.

ENTITY has submitted an entity application for NRCS program assistance through ACEP-ALE and has been determined by NRCS to meet the statutory and regulatory requirements to participate in ACEP-ALE as an “eligible entity.” ENTITY will carry out activities specified in this PROGRAM AGREEMENT by working with NRCS and eligible landowners to acquire agricultural land easements on lands determined by NRCS to be eligible for ACEP-ALE. The land on which an agricultural land easement may be acquired is herein referred to collectively as “Parcels” or individually as “Parcel.”

The Parties agree that the principal purpose of this PROGRAM AGREEMENT is to identify, describe, and document the Parties’ acknowledgement and agreement of—

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

1. The roles and responsibilities of the NRCS and **ENTITY** related to the acquisition and long-term stewardship of agricultural land easements.
2. The requirements and limitations for providing and receiving ACEP-ALE financial assistance funds (cost-share) and technical assistance services.
3. The procedures for executing and administering individual “ACEP-ALE Parcel Cost-Share Contracts” through which NRCS may provide ACEP-ALE cost-share assistance to **ENTITY** for the purchase of an agricultural land easement on an individual Parcel.
4. The list of eligible entities that are party to this PROGRAM AGREEMENT and the designation of the eligible entities that will individually or collectively be party to individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT.
5. The list of potential easement co-holders or third-party right holders that may be identified in an individual ACEP-ALE Parcel Cost-Share Contract and the associated agricultural land easement deed and the respective roles and responsibilities of such holders.
6. Supplemental provisions to the framework established in this PROGRAM AGREEMENT included as an attachment to this PROGRAM AGREEMENT and used to identify additional specific requirements, procedures, roles, and responsibilities as agreed to by NRCS and **ENTITY**.

### **III. PROGRAM AGREEMENT AND ASSOCIATED ACEP-ALE PARCEL COST-SHARE CONTRACTS**

- A. This PROGRAM AGREEMENT will be for a term of at least 3 fiscal years and not to exceed 5 fiscal years following the fiscal year in which this PROGRAM AGREEMENT is executed and will expire on the date identified below. **ENTITY** may submit individual parcel applications to NRCS for ACEP-ALE cost-share assistance for the purchase of an agricultural land easement at any time during the life of the PROGRAM AGREEMENT. Individual parcel applications associated with this PROGRAM AGREEMENT and determined by NRCS to meet eligibility, enrollment, and prioritization criteria may be selected for funding by NRCS on a continuous basis or during announced sign-up and batching periods.

**Program Agreement Expiration Date: September 30, \_\_\_\_\_**

- B. ACEP-ALE cost-share assistance (Federal share) for individual Parcels selected for funding will be obligated and provided through individual ACEP-ALE Parcel Cost-Share Contracts (Parcel Contract) entered into by NRCS and **ENTITY** (see exhibit 3 of this agreement, for standard Parcel Contract forms). Individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT are assured of funding for the entire length of the approved Parcel Contract in accordance with the terms of the Parcel Contract.
- C. Each Parcel Contract may identify only one Parcel and will document the Parties' agreement to the Parcel-specific information as required in the Parcel Contract, which includes identifying the enrollment type of the Parcel as either a ‘General ALE’ enrollment or a ‘Grasslands of Special Environmental Significance’ enrollment, as determined by NRCS.
- D. The standard expiration date for all individual Parcel Contracts is March 31 of the third fiscal year following the fiscal year the Parcel Contract is executed. Prior to expiration of a Parcel Contract and upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, a maximum of two 12-month extensions may be approved. No Parcel Contract may extend beyond March 31 of the fifth fiscal year following the original fiscal year of the Parcel Contract execution.
- E. Upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract during its term, NRCS may allow the substitution of a Parcel at any time, provided that as

determined by NRCS, the substitute Parcel and all of its landowners meet all ACEP-ALE eligibility requirements, the substitute Parcel is of comparable conservation value and is the same enrollment type as the original Parcel, and sufficient funds are available.

- F. Upon modification, completion, expiration, termination, or cancellation of an individual Parcel Contract, the excess or remaining funds will be deobligated from the individual Parcel Contract.
- G. Nothing in this PROGRAM AGREEMENT obligates NRCS or **ENTITY** to purchase an agricultural land easement on any Parcel submitted for funding.

**IV. CONTRIBUTION REQUIREMENTS AND LIMITATIONS**

A. The fair market value of the agricultural land easement must be determined using one of the methods set forth in 7 CFR Part 1468. The resultant fair market value of the agricultural land easement will be identified in the individual Parcel Contract and used to establish the amount of the ACEP-ALE cost-share assistance that may be provided by NRCS as the Federal share and the corresponding non-Federal share amount provided by **ENTITY** based on the enrollment type of the individual Parcel as follows:

- 1. General-ALE Enrollments.—The Federal share will not exceed the lesser of 50 percent of the fair market value of the agricultural land easement or the non-Federal share provided by **ENTITY**, as described in paragraph B below of this section (IV). At the time of execution of this PROGRAM AGREEMENT, **ENTITY** must agree to provide, for each General ALE Parcel, a non-Federal share in an amount at least equivalent to the Federal share.
- 2. Grasslands of Special Environmental Significance (GSS) Enrollments.—In the case of a Parcel that meets the requirements to be a GSS enrollment, as determined by NRCS, the Federal share will not exceed 75 percent of the fair market value of the agricultural land easement and the non-Federal share provided by **ENTITY**, as described in paragraph B below of this section (IV), must comprise the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. At the time of execution of this PROGRAM AGREEMENT, **ENTITY** must agree to provide for each ACEP-ALE GSS Parcel, a non-Federal share that meets the requirements of this section (IV).

B. The non-Federal share for an individual easement may be comprised of one or more of the following items:

- 1. **ENTITY's** contribution of its own cash resources for payment of easement compensation to the landowner.
- 2. A landowner donation toward the easement value in the form of a charitable donation or a qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) that reduces the easement purchase price.
- 3. If taken together, items (1) and (2) above comprise a non-Federal share that is less than the requested Federal share for that easement, **ENTITY** may also include in the calculation of the non-Federal share for that easement the procured costs paid by **ENTITY** to a third-party for the provision of the following reports or services that meet applicable ACEP-ALE requirements:
  - i. appraisal,
  - ii. legal boundary survey of the easement area,
  - iii. full phase-I environmental site assessment that meets the requirements of 40 CFR Part 312,
  - iv. title commitment or report, title insurance, closing costs.
- 4. If taken together, items (1), (2), and (3) above comprise a non-Federal share that is less than the requested Federal share for that easement, **ENTITY** may also include in the calculation of the non-Federal share **ENTITY's** own contribution, in an amount up to 2 percent of the fair

market value of the agricultural land easement, as determined in accordance with section VI(A)(16) and (17) below, for easement stewardship and monitoring costs.

- C. On an individual Parcel basis, **ENTITY** must self-certify on Form NRCS-CPA-230, "Statement to Confirm Matching Funds" (exhibit 3 of this agreement), that **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 (landowner) of the agricultural land easement, immediate family members of the Grantor (landowner), or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. **ENTITY** must provide to NRCS a completed Form NRCS-CPA-230 signed by **ENTITY** and the landowner prior to the closing of an easement, or an advance of the Federal share for the purchase of an easement, on the Parcel identified in an individual Parcel Contract. The appropriate version of the Form NRCS-CPA-230 based on the enrollment type of the Parcel as a General ALE or ACEP-ALE-GSS must be submitted and must identify the amount and sources of the items included in the non-Federal share.

#### **V. PAYMENT OF ACEP-ALE COST-SHARE ASSISTANCE**

- A. **ENTITY** must meet the terms and conditions set forth in this PROGRAM AGREEMENT and provide NRCS with the items identified in this PROGRAM AGREEMENT and the individual Parcel Contract in order to receive the Federal share for the purchase of an agricultural land easement on the Parcel identified in a valid Parcel Contract.
- B. Pursuant to the terms of the individual Parcel Contract, **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 identified in a valid Parcel Contract. If an advance of the Federal share will be requested, **ENTITY** must submit to NRCS a complete payment request package, including all required documents, prior to closing on the agricultural land easement.
- C. For any eligible procured costs as identified in section IV(B)(3) above, relied upon by **ENTITY** to meet the applicable minimum non-Federal share requirement as identified in section IV(A) above, **ENTITY** must include evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested) as part of the payment request package submitted to NRCS.

#### **VI. RESPONSIBILITIES**

##### **A. ENTITY Responsibilities:**

- 1. **ENTITY** will purchase agricultural land easements on eligible land from eligible landowners as identified in an individual Parcel Contract consistent with the requirements identified therein and consistent with the provisions of this PROGRAM AGREEMENT. **ENTITY** may conduct such activities pursuant to the 'Certified Eligible Entity' provisions of this PROGRAM AGREEMENT and associated Parcel Contracts, only if an eligible entity that is party to this PROGRAM AGREEMENT has been certified by NRCS and only for those Parcels on which such certified eligible entity is party to the individual Parcel Contract and **ENTITY** has designated in such Parcel Contract that the agricultural land easement will be acquired in accordance with the certified eligible entity provisions. **ENTITY** must be identified as a Grantee (holder) under the terms of the agricultural land easement deed.
- 2. An agricultural land easement deed may also include legal entities that are co-holders (identified as Grantees in the easement deed) or third-party right holders (not identified as Grantees in the easement deed). Exhibit 1 to this PROGRAM AGREEMENT specifies the requirements, limitations, roles, and responsibilities of co-holders or third-party right holders. **ENTITY** must list on exhibit 1 of this agreement the legal entities that may be identified as a co-holder or third-party right holder on any agricultural land easement deed that may be acquired pursuant to a Parcel Contract executed under this PROGRAM AGREEMENT. **ENTITY** must list the specific co-holders or third-party right holders for

an individual Parcel on the individual Parcel Contract and obtain any required signatures from a sufficiently authorized representative of the legal entity as follows:

- i. All potential co-holders must be listed on and must sign exhibit 1 to this PROGRAM AGREEMENT and any individual Parcel Contracts for Parcels on which the co-holder will be identified in the agricultural land easement deed. **ENTITY** will list the potential co-holders and obtain required signatures on exhibit 1 of this agreement, at the time of execution of this PROGRAM AGREEMENT or through a subsequent amendment to this PROGRAM AGREEMENT to update exhibit 1, prior to the execution of an individual Parcel Contract or modification thereto that identifies the listed co-holder.
  - ii. **ENTITY** will list all potential third-party right holders on Exhibit 1, as known at the time of execution of this PROGRAM AGREEMENT. An amendment to this PROGRAM AGREEMENT to update exhibit 1 is not required to list subsequently identified third-party right holders. All third-party right holders must be identified on the individual Parcel Contracts for Parcels on which the third-party right holder will be identified in the agricultural land easement deed. Third-party right holders may be required to sign exhibit 1 of this agreement or individual Program Contracts at **ENTITY** discretion.
3. **ENTITY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this PROGRAM AGREEMENT and any active Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. These DUNS and SAM registration requirements also apply to all legal entities identified as co-holders (Grantees) in exhibit 1 of this agreement.
  4. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. **ENTITY** must notify NRCS as soon as possible if there is a change in landownership after the individual Parcel Contract is executed and prior to closing on the easement. Changes to landownership prior to closing must be documented through the execution of a modification to the Parcel Contract.
  5. **ENTITY** must ensure that the agricultural land easements acquired with ACEP-ALE cost-share assistance provided by NRCS through a Parcel Contract and the agricultural land easement deeds satisfy the requirements listed in items (a) through (j) below and in the applicable paragraph (6) or (7) below:
    - a. Address all regulatory deed requirements identified at 7 CFR Part 1468.25(d);
    - b. 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;
    - c. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including where applicable, grazing uses and related conservation values, by restoring or conserving grassland;
    - d. Run with the land in perpetuity or where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
    - e. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land, including grasslands of special environmental significance;
    - f. Provide for the effective administration, management, and enforcement of the agricultural land easement by **ENTITY** or its successors and assigns; and
    - g. Permit effective enforcement of the conservation purposes of such easements;
    - h. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.
    - i. For ACEP-ALE-GSS enrollments: Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;

j. Includes the required United States Right of Enforcement clause, as provided below:

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

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

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

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

6. For Non-Certified Eligible Entities.—**ENTITY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the agricultural land easement deed contains the "Minimum Terms for the Protection of Agricultural Use" (ALE Minimum Deed Terms). For ACEP-ALE-GSS enrollments, the grassland and GSS-specific options provided in the ALE Minimum Deed Terms addendum must be used. **ENTITY's** own terms and conditions in the deed may not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE Minimum Deed Terms, ACEP, or the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT.

a. **ENTITY** has the following three options for ensuring the agricultural land easement deed for an individual Parcel contains the ALE Minimum Deed Terms and **ENTITY** must identify the selected option upon execution of an individual Parcel Contract. The selected option may be changed upon mutual agreement of the Parties through the execution of a modification to an individual Parcel Contract, provided all provisions of this PROGRAM AGREEMENT and the Parcel Contract are met.

(i) Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed.—Under this option, NRCS at the State level, may approve the individual agricultural land easement deed after verifying, prior to **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement, that **ENTITY** satisfies all of the following requirements:

- The ALE Minimum Deed Terms addendum, using the version attached as an exhibit to the individual Parcel Contract, will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the ‘Instructions for Appending’ provided in the ALE Minimum Deed Terms addendum;
- The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE deed, baseline documentation report, Protected Property, and the Parties; and
- The paragraph below, or equivalent paragraph contained in the version of the ALE Minimum Deed Terms addendum attached as an exhibit to an individual Parcel Contract, is inserted at the bottom of the agricultural land easement deed:

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

- (ii) Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed.—Under this option, **ENTITY** must ensure the ALE Minimum Deed Terms, as stated in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with ‘Instructions for Incorporation’ provided in the ALE Minimum Deed Terms addendum. 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 submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) and attached as an exhibit to the individual Parcel Contract prior to **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement.
- (iii) Entity Agricultural Land Easement Deed Template Approved by NRCS.—Under this option, **ENTITY** may use an agricultural land easement deed template, the terms and conditions of which must address the ALE Minimum Deed Terms and be approved by NRCS NHQ prior to its use. The agricultural land easement template approved by NRCS NHQ must be attached as an exhibit to the individual Parcel Contract at the time of its execution or through subsequent modification thereto. Subsequent to the attachment of the NRCS NHQ-approved deed template as an exhibit to the individual Parcel Contract for which such template will be used, each individual agricultural land easement submitted under this option must be reviewed and approved by NRCS prior to **ENTITY** requesting an advance of the Federal share or prior to closing on an agricultural land easement. NRCS, at the State level, must verify, that the individual final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter’s notes contained within the NRCS NHQ-approved template.

b. **ENTITY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits, including the legal description or survey, at least 90 days before the planned closing date.

7. For Certified Eligible Entities.—**ENTITY** is authorized to use its own terms and conditions for the agricultural land easement deed and is required to ensure and certify to NRCS as a condition of payment that the agricultural land easement meets the minimum conditions in section VI(A)(5) above.

NRCS review of the agricultural land easement deed will not occur prior to payment or closing. If NRCS determines that an agricultural land easement deed fails to meet the minimum conditions in section VI(A)(5) above after **ENTITY** has acquired the agricultural land easement, then **ENTITY** must correct the agricultural land easement deed within 180 days of receiving written notice from NRCS.

8. NRCS may require adjustments to the provisions identified in section VI(A)(5) 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.
9. **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.
10. **ENTITY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this PROGRAM AGREEMENT, the terms of the individual Parcel Contract, 16 U.S.C. Section 3865 et seq., and 7 CFR Part 1468. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by **ENTITY**.
11. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this PROGRAM AGREEMENT and associated, fully executed Parcel Contracts. This includes but is not limited to acts and omissions of **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.
12. **ENTITY** must prepare a baseline documentation report documenting the condition of each Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract. **ENTITY** must also provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement, except for those easements being acquired by a certified eligible entity as identified in the individual Parcel Contract. The baseline documentation report must contain maps, full descriptions, and pictures of—
  - a. the Parcel location;
  - b. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
  - c. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay or forest lands, and animal inventories;
  - d. any problem areas;
  - e. any special features for which the Parcel is being protected, including, for ACEP-ALE-GSS enrollments, the grasslands of special environmental significance as designated in accordance with the definition in 7 CFR Part 1468.3, and the habitat, species, or sensitive natural resources that were the basis for such designation of the Parcel;
  - f. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement, and
  - g. for grasslands, any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline.
13. **ENTITY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The development and maintenance of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by **ENTITY** as a condition of the selection of a Parcel for funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that **ENTITY** must ensure that the agricultural land easement deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12. Agricultural land easement plans developed as required



or agreed-to must be signed by the **ENTITY** and the Grantors prior to closing and a copy provided with the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

For ACEP-ALE-GSS enrollments: If **ENTITY** has agreed to develop and maintain a grasslands management plan, **ENTITY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan.

14. In acquiring agricultural land easements, **ENTITY** must 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.

a. For Non-Certified Eligible Entities.—**ENTITY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow uses of the property that are not acceptable to **ENTITY** or NRCS. **ENTITY** must provide NRCS a copy of the title commitment, including a copy of documents to support each title exception, a summary of **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. **ENTITY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to **ENTITY** or NRCS. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on Form NRCS-LTP-23, “Certificate of Use and Consent” (or successor form).

b. For Certified Eligible Entities.—**ENTITY** must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. **ENTITY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are inconsistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this PROGRAM AGREEMENT, 16 U.S.C. Section 3865 et seq., and applicable regulations, and **ENTITY**’s determination and basis of acceptability documented on a “Certificate of Use and Consent” (**ENTITY** may use Form NRCS-LTP-23) or substantively similar document. **ENTITY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of **ENTITY** title review findings, and any other requested documentation related to title in the payment request package submitted to NRCS pursuant to the terms of the individual Parcel Contract.

15. **ENTITY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner’s Policy with **ENTITY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.

16. **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 Part 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS Appraisal Specifications provided as Exhibit 2 to this PROGRAM AGREEMENT and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (UASFLA). The effective date of the appraised value must be within 6 months prior to or after the date the individual Parcel Contract is executed for the individual Parcel, or within 6 months prior to or after the date the individual Parcel Contract is modified to identify a substitute Parcel, or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of a fair market valuation

methodology other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to the execution of a Parcel Contract or modification thereto for a Parcel that would rely upon such methodology.

17. **ENTITY** must provide the appraiser the NRCS appraisal specifications (Exhibit 2) and all of the items required to be provided by **ENTITY** as identified in the NRCS appraisal specifications. **ENTITY** must receive a separate appraisal report for each Parcel with an executed Parcel Contract. Under no circumstances may **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.
  - a. For Non-Certified Eligible Entities.—**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. **ENTITY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.
  - b. For Certified Eligible Entities.—The determination of value for each Parcel must meet NRCS specifications and the requirements of 7 CFR Part 1468 and will not be reviewed by NRCS prior to payment or closing.
18. **ENTITY** may close on the agricultural land easement on a Parcel identified in the individual Parcel Contract, only after **ENTITY** has received the NRCS-signed Form NRCS-CPA-230, “Statement to Confirm Matching Funds,” and for noncertified eligible entities, only after **ENTITY** has been notified that NRCS has completed its reviews as identified in section VI(B) below and has received from NRCS the “NRCS Approval to Proceed with ALE Acquisition” letter. If **ENTITY** closes an agricultural land easement prior to the receipt of these documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate the individual Parcel Contract.
19. **ENTITY** must provide NRCS a copy of the final recorded agricultural land easement deed and all exhibits, including the legal description or survey, a copy of the final policy of title insurance, and any associated title clearance documents (e.g. recorded subordination agreements), within 30 days of easement recordation or request for reimbursement, whichever is sooner.
20. **ENTITY** may not use ACEP funds to acquire an easement on a property in which **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. **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of the 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.
21. **ENTITY** may not at any time, when **ENTITY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if **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, **ENTITY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.
22. **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of an HEL conservation plan may 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.
23. **ENTITY** must submit a list of all successfully closed easements on Parcels funded through individual Parcel Contracts associated with this PROGRAM AGREEMENT within 30 days of the planned closing date of the last Parcel.
24. At a minimum, **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed provisions. Each year **ENTITY** must submit to NRCS the annual monitoring report for that year.
25. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468 for the entire term of this agreement.
26. This paragraph and paragraphs 5, 10, 11, 12, 13, 19, 20, 21, 22, 23, 24, with the addition of paragraph 7 for certified eligible entities, of this section VI(A) will survive the closing of the agricultural land easement and the termination or expiration of this PROGRAM AGREEMENT.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will announce funding availability, application batching periods, publish ranking criteria, and select eligible applications for funding in accordance with published procedures.
2. NRCS will review Parcel applications submitted by **ENTITY**, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and obligate funds for individual Parcels selected for funding through the execution of individual Parcel Contracts. NRCS will prepare the individual Parcel Contract documents or modifications thereto, for review and execution by all required Parties.
3. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by **ENTITY** and submitted to NRCS at least 90 days before the planned closing date of an individual Parcel.
4. After the required materials have been submitted by **ENTITY** and prior to closing on the agricultural land easement, NRCS will—
  - a. For a noncertified eligible entity acquisition as designated in the individual Parcel Contract:
    - Review the agricultural land easement deed and associated deed exhibits to ensure that they meet the requirements of this PROGRAM AGREEMENT and the individual Parcel Contract and provide **ENTITY** any approval instructions or items requiring resolution;
    - Review the title documents submitted by **ENTITY**, complete a Form NRCS-CPA-23, “Certificate of Use and Consent” (or successor form), and provide the findings to **ENTITY** for information or remedy as necessary;
    - Conduct a technical review of the appraisal submitted by **ENTITY** and provide the findings to **ENTITY** for information or resolution as necessary;
    - Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by **ENTITY** and as resources allow, review any agricultural land easement plans developed by **ENTITY** and identify any items for resolution to **ENTITY**;
    - Review the draft baseline documentation report provided by **ENTITY** and notify **ENTITY** if additional information is needed;
    - Review and provide notice of determination on any waiver requests submitted by **ENTITY** in accordance with ACEP regulations and policy; and
    - After NRCS reviews are completed and the materials are determined acceptable, provide **ENTITY** with an “NRCS Approval to Proceed with the ALE Acquisition” letter and the NRCS-signed Form NRCS-CPA-230, “Statement to Confirm Matching Funds.”
  - b. For a certified eligible entity acquisition as designated in the individual Parcel Contract:
    - Review and provide **ENTITY** with the NRCS-signed Form NRCS-CPA-230.
5. If **ENTITY** requests an advance payment of the Federal share, NRCS will provide **ENTITY** a copy of the “NRCS Closing Agent Requirements” to be signed and returned to NRCS.
6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by sections IV, V, and VI(A) above and as identified in the individual Parcel Contract. Additionally, for noncertified eligible entities, NRCS will conduct an internal review of the payment request package in accordance with the terms of this PROGRAM AGREEMENT and the individual Parcel Contract and NRCS easement acquisition internal controls policy.
7. NRCS will certify payment and disburse funds, for Parcels with a valid, executed Parcel Contract when **ENTITY** has submitted all required documents and requested payment prior to the expiration date of the individual Parcel Contract and consistent with the requirements of this PROGRAM AGREEMENT and the terms of the Parcel Contract.
8. NRCS will review the annual monitoring reports provided by **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by **ENTITY**

9. For Certified Eligible Entities:

- a. NRCS will conduct annual quality assurance reviews on at least 15 percent of the completed agricultural land easement transactions submitted for payment each fiscal year. NRCS will review the agricultural land easement deed, title clearance and final policy of title insurance, appraisal, and the baseline documentation report for every Parcel selected for quality assurance review to determine whether the agricultural land easement is valid and compliant with the terms of this PROGRAM AGREEMENT. NRCS will notify **ENTITY** of deficiencies in writing and provide **ENTITY** a specified period of time to correct the deficiencies. If deficiencies are not corrected to NRCS satisfaction, NRCS may pursue remedies including but not limited to the return of cost-share funds, decertification of **ENTITY**, termination of remaining Parcel Contracts, or termination of the PROGRAM AGREEMENT.
- b. NRCS will assess **ENTITY** certification status pursuant to 7 CFR Section 1468.26 and the terms and conditions of this PROGRAM AGREEMENT. If during the quality assurance review or at any other time, NRCS finds that **ENTITY** no longer meets the criteria in 7 CFR Section 1468.26 and this PROGRAM AGREEMENT, NRCS will send written notice of proposed decertification, a list of outstanding deficiencies, and required remedies. **ENTITY** will be provided a specified period of time, at a minimum 180 days unless a shorter timeframe is agreed to by the Parties, to correct the deficiencies. **ENTITY** may contest the notice of decertification in writing to the Chief of NRCS within 20 calendar days of receipt of the notice of proposed decertification. The Chief will make a final determination and send formal notice to **ENTITY**. NRCS may also determine if any further administrative action is necessary, including whether suspension and debarment action under 7 CFR Part 1407 should be initiated.

**VII. PUBLIC INFORMATION**

- A. **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired under the framework of this PROGRAM AGREEMENT and to provide draft copies of such information to the NRCS State office for review and comment before public release.
- B. **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under 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 (7 U.S.C. Section 8791).

**VIII. GENERAL PROVISIONS**

- A. It is the intent of NRCS to fulfill its responsibilities under this PROGRAM AGREEMENT and specific obligations made in any individual ACEP-ALE Parcel Cost-Share Contracts entered into pursuant to this PROGRAM AGREEMENT. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its responsibilities under this PROGRAM AGREEMENT or specific obligations made in any associated, valid Parcel Contracts because of the unavailability of funds, the affected Parcel Contracts will automatically terminate, and this PROGRAM AGREEMENT may also be terminated.
- B. No assignment, in whole or in part, will be made of any right or obligation under this PROGRAM AGREEMENT without the joint approval of both NRCS and **ENTITY**. Nothing herein will preclude NRCS or **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VI(A)(20) and (21) of this PROGRAM AGREEMENT. Such documents must be in writing, must reference this PROGRAM AGREEMENT, and must be maintained as part of the official PROGRAM AGREEMENT file.
- C. This PROGRAM AGREEMENT may only be amended or modified by written amendment signed by the authorized officials of the NRCS and **ENTITY**.
- D. **ENTITY** agrees to give the NRCS, the Office of the Inspector General, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or

documents related to this PROGRAM AGREEMENT or any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **ENTITY** agrees to retain all records related to this PROGRAM AGREEMENT or associated Parcel Contracts, as applicable, for a period of three years after completion of the terms of this PROGRAM AGREEMENT, in accordance with the applicable Office of Management and Budget circular.

- E. NRCS may terminate this PROGRAM AGREEMENT if NRCS determines that **ENTITY** has failed to comply with the provisions of this PROGRAM AGREEMENT or if it determines that it is in the best interests of the Federal Government to terminate.
- F. If any recipient of Federal funds through the Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT fails to comply with the terms and conditions of this PROGRAM AGREEMENT or such Parcel Contracts, NRCS reserves the right to wholly or partially recapture funds provided under such Parcel Contracts in accordance with applicable regulations.
- G. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 1407, as applicable)
  - 1. By executing this PROGRAM AGREEMENT, **ENTITY** certifies that, to the best of **ENTITY**'s knowledge and belief, **ENTITY** and his or her principals—
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
    - b. Have not had, within the 3-year period preceding this PROGRAM AGREEMENT, a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses set forth above in paragraph G(1)(b) of this certification; and
    - d. Have not within the 3-year period preceding this PROGRAM AGREEMENT had one or more public contracts (Federal, State, or local) terminated for cause or default.
  - 2. If **ENTITY** is unable to certify to any of the statements set forth in section VIII(G)(1) above, **ENTITY** must attach an explanation to this PROGRAM AGREEMENT. **ENTITY** must notify NRCS immediately if the circumstances supporting certification of any of such statements change or **ENTITY** may incur additional liability or penalties in accordance with applicable law.

H. Misrepresentation and Scheme or Device

- 1. An **ENTITY** who is determined to have erroneously represented any fact affecting a determination with respect to this PROGRAM AGREEMENT or any individual ACEP-ALE Parcel Cost-Share Contract executed pursuant to this PROGRAM AGREEMENT and the regulations applicable to such PROGRAM AGREEMENT or associated Parcel Contract, adopted any scheme or device which tends to defeat the purposes of this PROGRAM AGREEMENT or associated Parcel Contract, or made any fraudulent representation with respect to this PROGRAM AGREEMENT or associated Parcel Contract, will not be entitled to payments or any other benefits made under any individual Parcel Contracts entered into pursuant to this PROGRAM AGREEMENT. **ENTITY** must refund to NRCS all payment received under affected Parcel Contracts executed pursuant to this PROGRAM AGREEMENT. In addition, NRCS may terminate **ENTITY**'s interest in all Parcel Contracts.
- 2. NRCS will charge interest on monies it determines to be due and owing to NRCS under this PROGRAM AGREEMENT or associated Parcel Contracts. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of the Treasury.

3. The provisions of this section VIII(H) above will be applicable in addition to any other criminal and civil fraud statutes.

**XII. ATTACHMENTS and EXHIBITS**

Exhibit 1 – Signature Page with List of Eligible Entities, and Potential Co-Holders and Third-Party Right Holders

Exhibit 2 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 3 – Sample “ACEP-ALE Parcel Cost-Share Contract” for individual Parcel acquisition including:

- a. Form NRCS-CPA-1265, “ACEP-ALE Parcel Cost-Share Contract”
- b. Form NRCS-CPA-1265-Appendix, “Appendix to the ACEP-ALE Parcel Cost-Share Contract”
- c. Form NRCS-CPA-1266, Schedule of Acquisition for Easements
- d. Form NRCS-CPA-1267, Modification of the Schedule of Acquisition for Easements
- e. Form NRCS-CPA-230E, “Statement to Confirm Matching Funds for General ALE”
- f. Form NRCS-CPA-230F, “Statement to Confirm Matching Funds for ACEP-ALE-GSS”
- g. Form NRCS-CPA-1268, “Conservation Activity Approval and Payment Application for Acquisition of Easements”

Exhibit 4 – Optional Attachments providing additional Agreement Provisions (e.g., Parameters for Substitutions, Minimum Deed Terms Addendum, or NRCS NHQ-Approved Template Deed)

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

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

**Section 1:**

**ELIGIBLE ENTITY:**

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

ELIGIBLE ENTITY NAME	DUNS NUMBER	CHECK ONLY ONE		AUTHORIZED REPRESENTATIVE	
		INDEPENDENT ELIGIBLE ENTITY <sup>1/</sup> :	DEPENDENT ELIGIBLE ENTITY <sup>2/</sup> :	WRITTEN NAME and POSITION	SIGNATURE

**Section 2:**

CO-HOLDER:

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



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

**Section 3:**

**THIRD-PARTY RIGHT HOLDER:**

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

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

THIRD-PARTY RIGHT HOLDER ENTITY NAME	DUNS NUMBER (Optional)	CHECK ALL THAT MAY APPLY <sup>5/</sup>					SIGNATURE OF AUTHORIZED REPRESENTATIVE (Optional)
		Acquisition	Enforcement	Monitoring	Funding	Other	

**Section 4: Definitions and Requirements**

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

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

The term "eligible entity" means—

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

(B) an organization that is—

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

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

(iii) described in—

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

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

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

**Section 1468.3**

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

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

**Section 1468.20(b)**

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

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

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

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

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

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

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

**NRCS Approving Official Signature**

NRCS State Conservationist Signature

Date

**U.S. Department of Agriculture  
Natural Resources Conservation Service (NRCS)  
On behalf of the  
Commodity Credit Corporation (CCC)  
Agricultural Conservation Easement Program –  
Agricultural Land Easements (ACEP-ALE)  
Appendix to Form NRCS-CPA-1265  
ACEP-ALE Parcel Cost-Share Contract**

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

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

## **1. DEFINITIONS**

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

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

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

## 2. PROGRAM ELIGIBILITY REQUIREMENTS

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

## 3. ACEP-ALE PARCEL COST-SHARE CONTRACT

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

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

#### 4. AGREEMENT

**ENTITY** agrees to—

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

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

## 5. AGRICULTURAL LAND EASEMENT PLAN

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

## 6. PAYMENTS

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

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

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

## 7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

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

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



## 8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

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

## 9. PARCEL CONTRACT TERMINATION

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

## 10. RECOVERY OF COST

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

## 11. PERIOD OF PERFORMANCE

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

## 12. GENERAL TERMS

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

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

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

**14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF**

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

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

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

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

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

**ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE**

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

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE**

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

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE**

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

\_\_\_\_\_ Date \_\_\_\_\_  
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\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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