



United States Department of Agriculture

# Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) Workbook

A green sign with a white border and a decorative top, mounted on a metal post. The sign contains the text "This land is protected by a Conservation Easement".

This land is  
protected by a  
Conservation  
Easement

## TABLE OF CONTENTS

<b>ACEP-ALE CONTACT INFORMATION .....</b>	<b>3</b>
<b>GENERAL INFORMATION.....</b>	<b>4</b>
<b>ENTITY ELIGIBILITY INFORMATION .....</b>	<b>6</b>
Cooperating Entity Eligibility Criteria .....	6
Contribution Waivers .....	6
DUNS and SAM.....	6
<b>LAND AND LANDOWNER ELIGIBILITY.....</b>	<b>6</b>
Land Eligibility .....	7
Landowner Eligibility .....	8
<b>APPLICATION PACKAGE CHECKLIST .....</b>	<b>9</b>
Entity Application Checklist.....	10
Parcel Sheet(s) Checklist .....	11
<b>CPA-41: ENTITY APPLICATION for ACEP-ALE .....</b>	<b>12</b>
<b>CPA-1265 and Appendix: PARCEL SHEET for ENTITY APPLICATION for ACEP-ALE .....</b>	<b>17</b>
<b>USDA SERVICE CENTERS .....</b>	<b>30</b>

## **ACEP-ALE CONTACT INFORMATION**

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## Connecticut NRCS

### Agricultural Conservation Easement Program: Agricultural Land Easement (ACEP-ALE) Workbook

This workbook contains information on entity, land and landowner eligibility and includes links to electronic versions of forms and manual citations that direct the user to the appropriate section of the [NRCS Conservation Program Manual, Part 528: Agricultural Conservation Easement Program](#).

#### GENERAL INFORMATION

The purpose of the Agricultural Conservation Easement Program-Agricultural Land Easement (ACEP-ALE) is to protect the agricultural viability and related conservation values of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values and protect grazing uses and related conservation values by restoring or conserving eligible land. Under ACEP-ALE, NRCS provides cost-share assistance to eligible entities to purchase agricultural land from eligible landowners.

Eligible Entities that have pending offers on eligible land to landowners who meet Farm Bill and ACEP-ALE program eligibility may submit their proposed parcels to NRCS Connecticut State office continuously throughout the year. The Connecticut State Conservationist establishes cutoff dates after which applications received will be ranked. State office staff ranks the proposed applications and the State Conservationist selects parcels for funding. Eligible Entities will be contacted by email with the State Conservationist's selection approximately 30 days after the cutoff date.

The ACEP-ALE Agreement is the principal program document used to establish how NRCS and an eligible entity will coordinate the activities needed for the eligible entity to purchase an agricultural land easement with ACEP-ALE cost-share assistance. The ALE-agreement identifies each party's respective rights, requirements, roles, and responsibilities, and addresses the provision of federal ACEP-ALE cost share assistance as follows:

#### ACEP-ALE Program Agreement

An ACEP-ALE Program Agreement establishes the framework under which NRCS and an eligible entity will operate and identifies the potential co-holder and third-party right holders that may be party to the acquisition of any ACEP-ALE easement associated with the ACEP-ALE program agreement. ACEP-ALE funds are not obligated to an ACEP-ALE program agreement, instead the obligation and payment of cost-share assistance occurs on an individual parcel basis through execution of individual ACEP-ALE cost-share contracts that are associated with the ACEP-ALE program agreement and are entered into by NRCS, the eligible entity, and any co-holders specific to the individual parcel.

#### Buy-Protect-Sell Transactions

Buy-protect-Sell transaction means a legal arrangement between an eligible entity and NRCS relating to land owned or being purchased by an eligible entity on a transitional basis during which an agricultural land

easement will be secured on eligible private or Tribal land and ownership of the land transferred to a qualified farmer or rancher following the following conditions:

- Must be private or Tribal land, not available for eligible entities that are State or local governments
- The property must be subject to conditions that necessitate the BPS transaction, rather than a traditional ALE transaction
- Entity must own the land at the time the ALE-agreement for the BPS transaction is executed or within 12 months of such time
- Entity must sell fee title of the land to a qualified farmer or rancher
- Must sell at a lesser of appraised agricultural value or original purchase price paid by the eligible entity
- May include reasonable holding and transaction costs no to exceed 10 percent of appraised ag value
- Entity cannot be both the fee title landowner and the easement holder therefore there are 2 BPS transaction types:
  - Pre-Closing BPS Transaction: Transfer of fee title ownership of property to the qualified farmer or rancher takes place at or before the ACEP-ALE closing
    - ACEP-ALE funds as reimbursement payments only
  - Post-Closing BPS Transaction: Transfer of fee title ownership of property to the qualified farmer or rancher takes place after ACEP-ALE closing
    - At the time of application, entity proposes BPS transaction structure. NRCS reviews with their Office of the General Council and approves on a case-by-case basis

#### ACEP-ALE Eligibility Entity Contribution Requirements

The Federal share of ACEP-ALE payment shall not exceed 50 percent of the fair market value of the easement, as determined by an approved methodology such as a USPAP or UASFLA/Yellow Book appraisal. The eligible entity share may be comprised of:

- Eligible entity's cash contribution toward easement payment to landowner (no longer a minimum required amount)
- Landowner's donation or charitable contribution reducing easement price
- Procured costs paid by eligible entity to a third party for specific easement acquisition-related expenses, i.e. appraisal, survey, full Phase I environmental evaluation, title commitment, title insurance and closing costs
- Eligible entity costs for monitoring and stewardship (up to 2% of FMV of the easement)

This is described more fully in the ACEP manual at [528.43](#)

## ENTITY ELIGIBILITY INFORMATION

NRCS works with eligible state, local, Indian Tribes and non-profit entities who arrange for the purchase of development rights through conservation easements on private lands. The entity must be determined to be eligible before any proposed easements submitted by that entity will be considered.

### Cooperating Entity Eligibility Criteria

Any state or local unit of government or Indian Tribe, or non-profit organization can apply for ACEP-ALE funds by submitting a complete application package, which includes documents that demonstrate the following:

[\[528.32\]](#)

- Authority to purchase and hold agricultural conservation easements
- An established agricultural land protection program that purchases conservation easements for the purpose of protecting either the agricultural use and future viability and related conservation values of eligible land by limiting nonagricultural uses of that land or grazing uses and related conservation values by restoring or conserving eligible and;
- Demonstrated a commitment to the long-term conservation of agricultural land;
- The authority and capability to acquire, manage and enforce agricultural land easements;
- Staff capacity (either directly or through formal agreement with other entities) dedicated to monitoring and easement stewardship;
- The ability to satisfy the non-Federal share requirement for each parcel proposed for funding.

For Purchase Agreements, the cooperating entity must provide the following:

- Eligible entity Documentation
- Designation of Program Technical Contact
- Entity Application NRCS-CPA-41
- Attachment to list eligible entities, potential co-holders and third-party right holders
- Additional Provisions as negotiated between NRCS and entity
- Certification Statement

### DUNS and SAM

Any eligible co-operating entity which will hold or co-hold an ACEP-ALE funded easement, or hold third-party rights must have a Dun and Bradstreet (DUNS) number and the entity must register the DUNS number in the System for Awards Management (SAM) at [www.SAM.gov](http://www.SAM.gov). Instructions for SAM Registration can be found on the SAM.Gov website, under HELP. The [Quick Start Guides for Grant Registrations](#) is especially useful. Additional information is available at:

**NOTE: These are both FREE services. There is never a charge to obtain a DUNS number for the purpose of receiving federal financial assistance or to register the DUNS number on SAM.gov.**

## LAND AND LANDOWNER ELIGIBILITY

The cooperating entity must ensure that both the land and any and all landowners are eligible to participate in ACEP-ALE before submitting an application. Use the following information to determine Land and Landowner Eligibility. **Complete the [Checklists](#) at the end of this workbook** to ensure that all documents are

submitted with the application:

### **Land Eligibility:**

An onsite review by NRCS is required prior to the NRCS making a final land eligibility determination. To be eligible for ACEP-ALE, land must meet each of the following criteria [\[528.33\]](#) :

- Private or Tribal land that is agricultural land, including land on a farm or ranch
- Subject to a written pending offer for purchase of an agricultural land easement from an eligible entity [\[528.33 \(D\)\]](#)
- Must meet one of the following Land Eligibility Criteria [\[528.33 \(B\)\]](#) :
  - Is made up of at least 50 percent prime, unique, statewide or locally important farmland \*
  - Contains historical or archaeological resources
  - The enrollment of the parcel will protect grazing uses and related conservation values by restoring and conserving land
  - The protection of the parcel will further a State or local policy consistent with the purposes of ACEP
- Must be at least one of the following:
  - Cropland
  - Grassland or land that contains forbs, or shrubland for which grazing is the predominant use
  - Located in an area that has been historically dominated by grassland, forbs or shrubs and could provide habitat for animal or plant populations of significant ecological value
  - Pastureland
  - Nonindustrial private forestland that contributes to the economic viability of an offered parcel or serves as a buffer to protect such land from development. (ACEP-ALE easements may contain forestland on up to two-thirds of the ACEP-ALE easement area. Forested acreage that is either 40 acres or 20% of the ACEP-ALE easement area will require a forest management plan as a component of the required agricultural land easement plan.)
  - Is in an area that has access to agricultural markets for products, with infrastructure appropriate for supporting agricultural production and other services
  - Is land that faces development pressure from nonagricultural use

\* The State Conservationist, with the advice of the State Technical Committee, may elect to increase or decrease the required percentage of prime, unique, statewide, or locally important soil for a specific area or region of the State. This decision must be documented in a general memorandum for the area or region affected and the basis for the increase or reduction.

### **Landowner Eligibility**

All landowners, as shown on the deed, must be eligible for ACEP-ALE. [\[528.35\]](#) Landowners will need to complete some USDA forms, and might need to provide additional information if they have never participated in USDA programs before.

**NEW! – Revised Farm Service Agency Filing Requirements.** Persons and legal entities applying for and participating in NRCS programs MUST complete a CCC-902 “Farm Operating Plan”. Individuals must file a 902I and Legal Entities must file a 902E. Please contact the landowner’s local FSA office for more information.

**If the landowner has never participated in USDA programs** – they won't be in the USDA system, have never filed any eligibility paperwork and the land will not have a Farm/Tract number associated. The best course of action is to have the landowner (or representative of an entity landowner) contact the Farm Service Agency (FSA) in the appropriate USDA Service Center. FSA will enter the applicant's information into the USDA customer database (SCIMS) and digitize the boundaries of the land. FSA is also the agency that collects and maintains eligibility paperwork and makes landowner eligibility determinations. A new participant will get all the help they need to complete the paperwork and complete eligibility paperwork through an appointment with their FSA representative.

**If the landowner is already a participant in NRCS or FSA programs**, they may only need to update eligibility forms that have been filed in the past. Even experienced landowners should contact FSA to determine if they need to file new paperwork and to ensure that USDA files are correctly attributed.

**Individual (non-entity) Landowners:**

If there is more than one individual named on the deed (e.g. a husband/wife or parent and children) there must be documentation that describes the percent shares held by the participants (e.g., 50% - 50% or 50% - 25% - 25%). Each individual landowner will need to file paperwork that self-certifies compliance with USDA regulations concerning Highly Erodible Lands (HEL) and Wetland Compliance (WC). Additionally, each landowner will need to provide a self-certification form that they meet the Adjusted Gross Income limit (the threshold is \$900,000 for each of the 3 previous years) and provide consent to disclosure of tax information to the IRS.

The landowners would complete the following documents and provide the original to FSA. A copy should be included with the parcel application for ACEP-ALE. (Please note that the links provided will take the user to forms that are appropriate for applications)

- *Highly Erodible Land Conservation (HELC) & Wetland Conservation (WC) Certification*: Each landowner named on the property deed must complete a separate [AD-1026 form](#)
- *Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information*: Each landowner who will be named on the easement deed must complete the [CCC-941 form](#)

**Legal entity (trust, limited liability corporation, joint venture, etc.) Landowners:**

If the land is owned in whole or part by an entity, both the entity and all of its members will need to complete the following documents and provide the original to FSA. A copy should be included with the application for ACEP-ALE.

- *Members Information*: The form is completed in the Entity's name, and shows all the members of the entity and their owned shares: [CCC-901 form](#).
- *Highly Erodible Land Conservation (HELC) & Wetland Conservation (WC) Certification*: The legal entity named on the deed and each member of the legal entity must complete a separate [AD-1026 form](#)
- *Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information*: The legal entity named on the property deed and each member of the legal entity must complete a separate [CCC-941 form](#).

**If there is an embedded entity** (i.e., an LLC might have a Trust as one of the members, and there are beneficiaries to the trust) –the entity, the embedded entity and any named individual members should all be shown on the CCC-901, and all need to file as above.

Any questions about filing eligibility paperwork should be directed to the landowner's local FSA office.

## APPLICATION PACKAGE CHECKLIST

ALL of the following Application Documents are Required for submission by the application deadline in order to be considered under ACEP-ALE: [ [See 528.42](#) ] Hard Copy is preferred to ensure high quality maps

### Entity Application Checklist

Attach/complete the following Required supporting documentation:

- Completed and signed Entity Application ([CPA-41](#)) (Must be signed by all Co-operating Entities, add additional signature page as needed)
- Documentation of the entity's commitment to long-term conservation of agricultural lands through the use of easements
- Documentation of the entity's capability and record of acquiring, holding, managing and enforcing conservation easements
  - Include citation to the State-enabling statute that the entity will rely on to acquire agricultural easements
  - If the entity is a State, local or Tribal government, include the citation to the entity's statutory authority to acquire conservation easements consistent with the purposes of ACEP-ALE
- Documentation of the entity's capacity to monitor and enforce agricultural land easements
- Documentation of required funds available for EACH parcel – including, but not limited to:
  - Funds held in an entity account that are not otherwise committed or restricted
  - Funds awarded to the entity, but not necessarily held in an entity account
  - Loans obtained by the entity for the purpose of acquiring conservation easements
- If applicable, a written request for waiver of entity match requirements – including a signed letter from the landowner documenting that the increase in the landowner donation is voluntary and evidence that the land is in “active agricultural production”
- DUNS number, which has been registered and is active in SAM for each entity that will hold, co-hold or hold a third party right to a parcel is documented on the CPA-41

## Parcel Sheet(s) Checklist

Attach/complete the following REQUIRED supporting documentation for each parcel in the application.

- Evidence of the landowner's current legal ownership, including a recorded deed, and, if necessary, a fully executed purchase agreement where the eligible landowner has agreed to purchase the eligible land.
- Completed and Signed Parcel Application ([CPA-1265 and Appendix](#)) for each parcel (MUST be signed by every named landowner on the deed – add extra signature pages as needed) - Include a Telephone number for the Primary Landowner Contact
- Copy of the written pending offer to acquire agricultural land easements for each parcel in the application
- Confirmation of the CCC-901-Members Information form, in the case of Entity Landowners (if not applicable, enter N/A). DO NOT PROVIDE COPIES OF THE CCC-901
- Confirmation of the AD-1026- HEL/Wetland Compliance form for each landowner and member of a landowner entity. DO NOT PROVIDE COPIES OF THE AD-1026
- Confirmation of the CCC-941 – Average Adjusted Gross Income and Consent to Disclosure of Tax Information for each landowner and member of a landowner entity. DO NOT PROVIDE COPIES OF THE CCC-941.
- Estimated agricultural land easement value, costs and contributions for each parcel [\[528.43\]](#) provided on the CPA-41A including:
  - The Fair Market Value of the easement
  - The total estimated entity non-federal contribution
  - The requested Federal share
  - The estimated purchase price
  - The qualified contribution by the landowner

### Information that describes the parcel to be protected:

- Map showing the location of the parcel – with boundaries accurately represented. Parcels with forestland should clearly show the acres of forest and the acres of open space, and the ratio should not exceed 2/3 forest to 1/3 open. Acres documented on the map should match the # of acres on the CPA-1265.
- Evidence and map of legal and physical access to the parcel
- The location and acres of land where grazing uses and related conservation values would be protected
- The location and acres of any grasslands meeting the definition of special environmental significance
- Map showing the location, number and acreage of historical or archaeological sites proposed to be protected
- Map showing the location of the parcel in relation to other protected lands
- Narrative or map showing the parcel's accessibility to agricultural markets
- Narrative or map showing the parcel's access to existing agricultural infrastructure – both on and off farm
- Narrative or map showing the threat of conversion or fragmentation (from non-agricultural development or cropland conversion)
- Copies of any phase I environmental site assessments, if available

- Copies of appraisal reports or title reports, if available
- If the parcel's eligibility is based upon Historical/archeological sites or furthering State/local policy, a description of this basis, maps and appropriate citation of policy or the National Register is required
- Ownership of subsurface mineral rights and any required water rights, if Applicable (or enter N/A)

Complete Application Packages can be emailed, mailed or hand-delivered by appointment only by the close of business on the advertised application cutoff date. A hard copy of the application package should be provided in order to ensure that maps and other documents are legible.

Applications must be complete and final by the cutoff date. We will not be able to make modifications to land configurations, land eligibility or applicant eligibility after the deadline. If there are questions, please communicate with CT NRCS as soon as possible in the process

Submit complete packages to:

Carol Grasis, Assistant State Conservationist - Programs  
USDA-NRCS  
344 Merrow Rd., Suite A  
Tolland, CT 06084  
(860) 871-4028

Entities will be notified by email of their eligibility status within 30 days of submission. If you have any questions, please contact Carol Grasis at (860) 871-4028 or by email to [carol.grasis@usda.gov](mailto:carol.grasis@usda.gov)

Natural Resources Conservation Service

**ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (ALE) AGREEMENT**

Section A: Agreement Information		
<b>1. This is an Entity Application for an ALE-Agreement through the: (Select Only One)</b> <input type="radio"/> Agricultural Conservation Easement Program – Agricultural Land Easement <sup>i</sup> (ACEP-ALE) <input type="radio"/> 2014 Farm Bill Regional Conservation Partnership Program (RCPP) Agreement – ACEP-ALE		
<b>2. Agreement Type: (Select Only One)</b>  <input type="radio"/> Cooperative Agreement <i>(all eligible entity types)</i>  <input type="radio"/> Grant Agreement <i>(certified entities only)</i>  <input type="radio"/> Program Agreement <i>(all eligible entity types)</i>	<b>COMPLETE 2a and 2b FOR                      COOPERATIVE OR GRANT AGREEMENTS ONLY</b>	
	<b>2a. Enrollment Type: (Select Only One)</b> <input type="radio"/> General ALE <input type="radio"/> Grassland of Special Environmental Significance (GSS)	
	<b>2b. Transaction Type: (Select Only One)</b> <input type="radio"/> Standard ALE Transaction <input type="radio"/> Buy-Protect-Sell Transaction <sup>ii*</sup>  <i>*Entity application for buy-protect-sell transactions may only have 1 associated parcel sheet and must include all information required by the buy-protect-sell supplement to the application.</i>	
<b>3. Application Date:</b>	<b>4. State:</b>	<b>5. ACEP-ALE Application Number:</b> AGENCY USE

Section B: Primary Applicant Information – Applying as an Eligible Entity <sup>iii</sup> to Participate in ACEP-ALE		
<b>1. Name - Applicant Eligible Entity:</b>	<b>2. Telephone - Applicant Eligible Entity</b>	
<b>3. Address - Applicant Eligible Entity:</b>	<b>4. Email - Applicant Eligible Entity</b>	
<b>5. Tax Identification Number (TIN) - Applicant Eligible Entity:</b>	<b>6. Applicant Eligible Entity Type:</b> <input type="radio"/> State Government <input type="radio"/> Local Government <input type="radio"/> Indian Tribe <input type="radio"/> Nongovernmental Organization <sup>i</sup>	
<b>7. Dun and Bradstreet Data Universal Numbering System (DUNS) Number - Applicant Eligible Entity</b>  _____  <i>If you do not have a DUNS number information is available at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>. To register with SAM, go to <a href="https://www.sam.gov/">https://www.sam.gov/</a></i>		
<b>8. Do you have entity records established with the appropriate USDA service center agency?</b> <i>If no, you must establish them with the appropriate USDA service center agency prior to submitting this application</i>	<input type="radio"/> Yes	<input type="radio"/> No
<b>9. Do you have the authority and capability to acquire, manage, and enforce agricultural land easements?</b>	<input type="radio"/> Yes	<input type="radio"/> No
<b>10. Are you an NRCS-Certified Eligible Entity<sup>iv</sup>?</b>	<input type="radio"/> Yes	<input type="radio"/> No
<b>11. How many eligible entity staff are dedicated to monitoring and easement stewardship?</b>	_____	

<b>Section C: ADDITIONAL ELIGIBLE ENTITIES:</b> Complete for each additional Eligible Entity that will be party to the ALE Agreement <i>(attach additional pages as needed)</i>		
<b>1. Name - Additional Eligible Entity:</b>		
<b>2. TIN - Additional Eligible Entity:</b>	<b>3. Additional Eligible Entity Type:</b>	
<b>4. DUNS Number - Additional Eligible Entity:</b>  _____	<input type="radio"/> State Government <input type="radio"/> Local Government <input type="radio"/> Indian Tribe <input type="radio"/> Nongovernmental Organization	
<i>If you do not have a DUNS number information is available at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>. To register with SAM, go to <a href="https://www.sam.gov/">https://www.sam.gov/</a></i>		
<b>5. Do you have entity records established with the appropriate USDA service center agency?</b> <i>If no, you must establish them with the appropriate USDA service center agency prior to submitting this application</i>	<input type="radio"/> Yes	<input type="radio"/> No
<b>6. Do you have the authority and capability to acquire, manage, and enforce agricultural land easements?</b>	<input type="radio"/> Yes	<input type="radio"/> No
<b>7. Are you an NRCS-Certified Eligible Entity<sup>iv</sup>?</b>	<input type="radio"/> Yes	<input type="radio"/> No
<b>8. How many eligible entity staff are dedicated to monitoring and easement stewardship?</b>	_____	
<b>Signature of Authorized Eligible Entity Representative</b>		

<b>Section D: CO-HOLDERS<sup>v</sup></b> Complete for each legal entity that may be identified as a co-holder (grantee) on the agricultural land easement deed for any parcels <sup>vi</sup> associated with this application and is not listed in Section B or C as an eligible entity <i>(attach additional pages as needed)</i>	
<b>1. Name - Co-holder Legal Entity:</b>	
<b>2. TIN - Co-holder Legal Entity:</b>	<b>3. DUNS Number - Co-holder Legal Entity:</b>
(Optional) Signature of Co-holder Legal Entity Authorized Representative	
<b>4. Name - Co-holder Legal Entity:</b>	
<b>5. TIN - Co-holder Legal Entity:</b>	<b>6. DUNS Number - Co-holder Legal Entity:</b>
(Optional) Signature of Co-holder Legal Entity Authorized Representative	
<b>7. Name - Co-holder Legal Entity:</b>	
<b>8. TIN - Co-holder Legal Entity:</b>	<b>9. DUNS Number - Co-holder Legal Entity:</b>
(Optional) Signature of Co-holder Legal Entity Authorized Representative	

<b>Section E: THIRD-PARTY RIGHT HOLDERS<sup>vii</sup></b> Complete for each legal entity that will hold a third-party right, contingent right, or any other real property interest in an agricultural land easement on any parcels that may be associated with this application and is not listed in section B, C, or D. (attach additional pages as needed)	
<b>1. Name – Third-Party Holder Legal Entity:</b>	
<b>2. TIN - Third-Party Holder Legal Entity:</b>	<b>3. (Optional) DUNS Number - Third-Party Holder Legal Entity:</b>
<b>(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative</b>	
<b>4. Name - Third-Party Holder Legal Entity:</b>	
<b>5. TIN - Third-Party Holder Legal Entity:</b>	<b>6. (Optional) DUNS Number - Third-Party Holder Legal Entity:</b>
<b>(Optional) Signature of Third-Party Holder Legal Entity Authorized Representative</b>	

**COMPLETE SECTIONS F and G ONLY FOR an ACEP-ALE Cooperative or Grant Agreement as identified Section A, Box 2.**

**Section F: Easement Value and Compensation Costs**  
 Complete the table below with the sum totals for all parcels associated with this application.  
 These values may be estimates, subject to the final values being determined by an NRCS-approved appraisal report or easement valuation methodology.

<b>1. Total Estimated Fair Market Value of all ALEs</b> <i>(Sum of Item (A) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$
<b>2. Total Estimated Entity Cash Contribution for all Parcels</b> <i>(Sum of Item (B) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$
<b>3. Total Estimated Total Non-Federal Share for all Parcels</b> <i>(Sum of Item (I) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$
<b>4. Total Requested Federal Share for ALEs</b> <i>(Sum of Item (C) in Section D on all Parcel Sheets associated with this Entity Application)</i>	\$

**Section G: Roles, Contributions, and Distributions\***  
 (As applicable to any legal entities identified in Sections B, C, D, and E)

<b>5. Name of Entity</b>	<b>6. Contribution: Estimated Entity Cash Contribution to all ALEs</b> <ul style="list-style-type: none"> <li>• May be provided by any legal entity identified in Section B, C, D, or E above</li> <li>• Total must equal item 2 above</li> </ul>	<b>7. Distribution: Estimated Federal Share for all ALEs</b> <ul style="list-style-type: none"> <li>• Federal share may only be paid to an Eligible Entity identified in Section B or C above</li> <li>• Total must equal item 4 above</li> </ul>
	\$	\$
	\$	\$
	\$	\$
	\$	\$

**The Terms and Certifications below are applicable to applications for all ACEP-ALE Agreement Types:**

Each identified Eligible Entity has reviewed the template Agricultural Land Easement (ALE) Agreement that stipulates the terms and conditions under which the Eligible Entity would be permitted to use the cost-share assistance applied for herein. Each Eligible Entity agrees to participate in the ACEP-ALE if NRCS and the Eligible Entity enter into an ALE-Agreement. However, nothing in this application obligates the United States or an Eligible Entity to purchase all or any of the agricultural land easements listed on the Parcel Sheets attached to or associated with this application. To identify future roles should this application be funded, an Eligible Entity may hereafter be also be referred to as "Participant." Participants understand that acquiring an agricultural land easement without satisfying the requirements set forth in the terms of the applicable ALE-agreement causes the agricultural land easement to be ineligible for ACEP cost-share assistance.

It is the responsibility of the Participants to provide accurate data to support all items addressed in this application at the request of NRCS. Participants acknowledge that NRCS is relying upon the veracity of the information submitted for purposes of awarding Federal funds and that the submittal of false information may be subject to criminal or civil fraud statutes.

Participants are required to be registered in the System for Award Management (SAM) before submitting this application and must provide a valid Dun and Bradstreet Data Universal Numbering System (DUNS) number on this application. Each Participant must continue to maintain an active SAM registration with current information at all times during which it has an active application for funding under consideration and at all times for the duration of any ALE-Agreement entered into under the program. NRCS may not enter into an ALE-Agreement with an Eligible Entity until all applicable DUNS and SAM requirements have been met. If an Eligible Entity has not fully complied with these requirements by the time NRCS is ready to award the ALE-Agreement, NRCS may determine that the Eligible Entity is not qualified to receive an ALE-Agreement and use that determination as a basis for making an award to another applicant.

The Participant certifies that all highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for each Landowner of record for each parcel associated with this entity application are on file with the appropriate USDA service center agency and are up to date.

<b>PRIMARY APPLICANT ELIGIBLE ENTITY CERTIFICATION AND SIGNATURES:</b>		<b>Check Each Box</b>
<i>Primary Applicant Eligible Entity identified in Section B must complete the following section</i>		
I certify that the Applicant Eligible Entity has the resources necessary to acquire, monitor, manage, and enforce the easements being applied for and acknowledge that additional documentation to substantiate this may be required to receive Federal cost-share assistance.		<input type="checkbox"/>
I have received and reviewed a copy of the required ALE-Agreement and associated attachments and understand that the terms of the agricultural land easement deed must address the provisions required as a condition of participation in ACEP-ALE as identified in the ALE-agreement.		<input type="checkbox"/>
<b>Signature of Applicant Eligible Entity Authorized Representative</b>	<b>Date</b>	

## NONDISCRIMINATION STATEMENT

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

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

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

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

### PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

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

- i **Agricultural land easement** means an easement or other interest in eligible land that is conveyed for the purposes of protecting natural resources and the agricultural nature of the land and of promoting agricultural viability for future generations and permits the Landowner the right to continue agricultural production and related uses subject to the terms of the easement.
- ii **Buy-Protect-Sell transaction** means a legal arrangement between an eligible entity and NRCS relating to land owned or being purchased by an eligible entity on a transitional basis during which an agricultural land easement will be secured on eligible private or Tribal land, and ownership of the land transferred to a qualified farmer or rancher following conditions specified by NRCS.
- iii **Eligible Entity** means a State or local government, Indian Tribe, or nongovernmental organization that NRCS has determined to meet the requirements of 7 CFR Section 1468.20(b). An **Eligible Entity** must be identified as a holder (grantee) on an agricultural land easement deed acquired on any parcels that may be associated with this application. An **Eligible Entity** is considered a participant in ACEP-ALE, must be party to the ALE-agreement, may receive direct payment of ACEP-ALE cost-share funds, and must have current registration in DUNS and SAM.
- iv **Certified Entity** means an eligible entity that NRCS has determined to meet the requirements of 7 CFR Section 1468.26. An Entity may only be certified by the Chief of NRCS.
- v **Co-Holder** is any legal entity identified as a co-holder (grantee) in an agricultural land easement deed held by an Eligible Entity on a parcel associated with this application. A **Co-holder** is not considered a participant in ACEP-ALE and may not receive a direct payment of ACEP-ALE cost-share funds; however, a **Co-holder** is a beneficiary of such Federal funds and therefore must acknowledge their agreement to comply with the terms of an ALE-agreement and must have current registration in DUNS and SAM.
- vi **Parcel** means a farm or ranch submitted for consideration for funding under ACEP-ALE.
- vii **Third-Party Right Holder** is any legal entity that is not identified as a grantee but is instead identified as a holder of a third-party right, contingent right, or any other real property interest in an agricultural land easement deed held by an Eligible Entity on a parcel associated with this application. A **Third-Party Right Holder** is not considered a participant in ACEP-ALE, may not receive a direct payment of ACEP-ALE cost-share funds, is not a beneficiary of the Federal funds, and is not required to be registered in DUNS and SAM.

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

<b>Lead ELIGIBLE ENTITY (Participant):</b>	<b>ACEP-ALE Program Agreement Number:</b>
<b>State:</b>	<b>Parcel Contract Number:</b>

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

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

**A) Lead ELIGIBLE ENTITY (Participant)**

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

**ACEP-ALE PARCEL COST-SHARE CONTRACT**

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

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

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

**6. NRCS APPROVING OFFICIAL**

<b>NRCS State Conservationist Signature</b>	<b>Date:</b>

## ACEP-ALE PARCEL COST-SHARE CONTRACT

### PRIVACY ACT STATEMENT

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### Non-Discrimination Statement

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

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

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

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

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

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

## **1. DEFINITIONS**

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

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

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

## 2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.
- B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
  - i. Complete and file Form AD-1026, “Highly Erodible Land Conservation (HELIC) 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 \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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**USDA SERVICE CENTERS**

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(860) 412-5260

**Windham County – Farm Service Agency**

County Executive Director  
71 Westcott Road  
Danielson, CT 06239  
(860) 779-0557

**NRCS**

District Conservationist  
100 Northfield Dr., 4th Floor  
Windsor, CT 06095  
(860) 902-5363

**Hartford and Tolland Counties – Farm Service Agency**

County Executive Director  
100 Northfield Dr., 4th  
Floor Windsor, CT 06095  
(860) 688-7725

**NRCS**

District Conservationist  
1185 New Litchfield St  
Torrington, CT 06790  
(860) 618-4534

**Litchfield and Fairfield Counties– Farm Service Agency**

County Executive Director  
1185 New Litchfield St  
Torrington, CT 06790  
(860) 626-8852

**NRCS**

District Conservationist  
51 Mill Pond Rd  
Hamden, CT 06514  
(203) 859-7002

**New Haven and Middlesex Counties– Farm Service Agency**

County Executive Director  
97 Barnes Rd., Suite A  
Wallingford, CT 06492  
(203) 269-6665

**NRCS**

District Conservationist 238  
238 West Town St  
Norwich, CT 06360  
(860) 319-8803

**New London County – Farm Service Agency**

County Executive Director  
238 West Town St  
Norwich, CT 06360 (860)  
887-3604, x 100