

FY 2019 STATEMENT OF WORK
to
COOPERATIVE AGREEMENT
between
THE COMMODITY CREDIT CORPORATION
and the
COUNTY OF DURHAM
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

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

I. AUTHORITY

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq.; and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200, and 400 and in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Pt. 1468) as published on January 1, 2018, except as otherwise specified herein.

COUNTY OF DURHAM enters this Cooperative Agreement under the authorities of 1986 North Carolina Agricultural Development and Farmland Preservation Act. The stated purpose of the Act is "to authorize counties to undertake a series of programs to encourage the preservation of farmland".

II. PURPOSE

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

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

III. OBLIGATION OF FUNDS

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

NRCS may make additional cost-share assistance available in future fiscal years only to accommodate an increase in the appraised value of Parcels identified in Attachment A or substitute Parcels added to Attachment A as described in Section III.B., below, through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-share assistance amount, the adjustment to or substitution of a listed Parcel, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in Section IX.C. This Cooperative Agreement shall not be amended to add additional attachments beyond Attachment A in future fiscal years.

- B. Upon mutual agreement of the Parties and execution of an amendment, as provided in Section IX.C, NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by NRCS.
- C. This Cooperative Agreement will expire on August 31, 2022. This Cooperative Agreement may be extended for up to two consecutive 12-month periods as follows: The first extension would expire on August 31, 2023, and the second extension would expire on August 31, 2024. Requests for an extension to this Cooperative Agreement must be submitted by the **ENTITY** to NRCS at least 60 days in advance of the agreement expiration date. The extension must take the form of an amendment to this Cooperative Agreement, which must be fully executed by all parties prior to the agreement expiration date in order to be valid. Should the **ENTITY** not close all Parcels on Attachment A prior to the agreement expiration date, NRCS may release any remaining funds from this Cooperative Agreement.
- D. Nothing in this document obligates NRCS or the **ENTITY** to purchase all or any of the agricultural land easement Parcels listed in Attachment A.

IV. FEDERAL SHARE

Based on a determination by NRCS that the **ENTITY** has satisfied the terms and conditions of this agreement, NRCS will pay the **ENTITY** a cost-share amount for the purchase of each agricultural land easement acquired by the **ENTITY**. The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR Section 1468.24. The 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 have an average adjusted gross income that exceeds the limitation provisions of 7 CFR Part 1400, Subpart F.

V. COOPERATING ENTITY'S CONTRIBUTION

- A. At the time of execution of this Cooperative Agreement, the **ENTITY** must agree to contribute an amount for the easement purchase at least equivalent to the Federal share. The **ENTITY** may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by sec. 170(h) of the Internal Revenue Code of 1986) from the eligible landowner if the **ENTITY** contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State conservationist has waived a portion of the **ENTITY** cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver must be identified in Attachment A and the **ENTITY** must provide a copy of the approved waiver at the time payment is requested.
- B. The **ENTITY** must self-certify on NRCS Form 230, "Confirmation of Matching Funds" (Exhibit 4), that the **ENTITY**'s contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor (landowner) of the agricultural land easement, immediate family members, or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. The **ENTITY** must provide a completed NRCS Form 230 to

NRCS for a Parcel prior to the closing or an advance of funds for that Parcel.

- C. At the time of closing of any of the Parcels listed on Attachment A to this Cooperative Agreement, the **ENTITY** may choose to follow either the Cooperating Entity's Contribution requirements described in this Section V or the Cooperating Entity's Contribution requirements in effect as of the closing date, as described in 7 CFR Section 1468.24 or applicable successor regulation.

VI. PAYMENTS

- A. The **ENTITY** must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this Section and Section VII in order to receive the Federal share for a Parcel.
- B. The **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.
- C. To obtain reimbursement or an advance payment of the Federal share, the **ENTITY** must submit Standard Form 270 (SF-270)(Request for Advance/Reimbursement of Funds (Exhibit 5)), the SF-270 Supplement for Noncertified Eligible Entities (Exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. The **ENTITY** may submit the SF-270 payment request package—
1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
 2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
 3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).
- D. **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 Cooperative Agreement.
- E. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the **ENTITY** within 30 days if the Federal share for the individual easement is less than \$250,000 and within 60 days if the Federal share for the individual easement is \$250,000 or greater.
- F. If NRCS provides an advance payment, the **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The **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, the **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. The **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

VII. RESPONSIBILITIES

A. ENTITY Responsibilities:

1. **ENTITY** will purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified on Attachment A to this Cooperative Agreement consistent with the requirements identified herein. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. The **ENTITY** must notify NRCS as soon as possible if there is a change in landownership after the parcel is identified as selected for funding and prior to closing on the easement.
2. **ENTITY** must ensure that the agricultural land easements acquired with funds made available under this Cooperative Agreement and the agricultural land easement deeds satisfy the following requirements:
 - a. Contain the "Minimum Deed Terms for the Protection of Agricultural Use," attached to this Cooperative Agreement as Exhibit 7 (ALE Minimum Deed Terms) or the most recent ALE Minimum Deed Terms approved for use under the Agricultural Improvement Act of 2018, Public Law 115-334, in effect at the time of Parcel closing. The **ENTITY** is authorized to use

its own terms and conditions in the agricultural land easement deeds so long as the ALE Minimum Deed Terms are included pursuant to Paragraph 3, below;

- b. Address all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d), except as further clarified in paragraph 10 below and as addressed in the Minimum Deed Terms attached hereto as Exhibit 7;
 - c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
 - d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses;
 - e. Run with the land in perpetuity or, where State law prohibits a permanent easement, for the maximum duration allowable under State law;
 - f. Protect the agricultural use, future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land;
 - g. Provide for the administration, management, and enforcement of the agricultural land easement by the **ENTITY** or its successors and assigns;
 - h. Permit effective enforcement of the conservation purposes of such easements; and
 - i. A conservation plan is required pursuant to the terms of 7 CFR Section 1468.25(d)(2) for any portion of the Parcel that is Highly Erodible Cropland (HEL).
3. The **ENTITY** has the following three options for ensuring that the agricultural land easement deed contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:
- a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Easement Deed. Under this option, the **ENTITY** does not need to have the entire agricultural land easement deed reviewed by NRCS National Headquarters; instead, NRCS at the State level will verify prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement that the **ENTITY** satisfies all of the following requirements:
 - (i) The ALE Minimum Deed Terms addendum will be attached to the agricultural land easement deed at the time of closing and recordation;
 - (ii) The terms of the ALE Minimum Deed Terms addendum are not modified 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
 - (iii) The paragraph below 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 Deed Terms for the Protection of Agricultural Use that is appended to and made a part of this easement deed.*
 - b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the **ENTITY** must ensure the terms as stated in in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land easement deed. The

ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed must be reviewed and approved by NRCS National Headquarters prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement.

- c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Beginning in fiscal year 2020, and upon mutual agreement of the Parties, the Cooperative Agreement may be amended to replace or supplement the attached Exhibit 7 with an agricultural land easement deed template approved by NRCS National Headquarters (NHQ), to be used for every Parcel listed on Attachment A to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must contain the most recent ALE minimum deed terms and must be approved by NRCS NHQ in advance of the execution of an amendment to the Cooperative Agreement. If the **ENTITY** uses the approved NRCS NHQ-approved deed template without changing any terms or conditions, then the **ENTITY** is not required to obtain NRCS NHQ review and approval of the individual, final agricultural land easement deeds. NRCS at the State level will verify that the individual, final agricultural land easement deed is the same as the NHQ-approved template prior to the **ENTITY** requesting an advance of the Federal share or prior to closing on an agricultural land easement.
4. The **ENTITY** must provide to NRCS a copy of the agricultural land easement deed and all Exhibits at least 90 days before the planned closing date.
5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
6. The **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.
7. The **ENTITY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the **ENTITY**.
8. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the **ENTITY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.
9. The **ENTITY** must prepare a baseline documentation report documenting the condition of the Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to Section VI. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The **ENTITY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed.
10. **ENTITY** must ensure completion of a conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland (HEL). The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved prior to closing. The HEL conservation plan may comprise the entirety of an agricultural land easement plan. The development of a broad, comprehensive agricultural land easement plan or associated component plans is not required unless agreed to by **ENTITY** as a condition of funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that the **ENTITY** must ensure that the ALE deed addresses compliance requirements associated with HEL conservation plans

pursuant to 7 CFR Part 12.

11. In acquiring agricultural land easements, the **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. The **ENTITY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the **ENTITY** or NRCS. The **ENTITY** must provide NRCS a copy of the title commitment or title report, a summary of the **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on the LTP-23 Certificate of Use and Consent.
12. The **ENTITY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with the **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.
13. The **ENTITY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Section 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS appraisal specifications provided as Exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.
14. The **ENTITY** must provide the appraiser the NRCS appraisal specifications (Exhibit 8) and all of the items required to be provided by the **ENTITY** as identified in the NRCS appraisal specifications. The **ENTITY** must receive a separate appraisal report for each funded Parcel identified on Attachment A. Under no circumstances may the **ENTITY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.
15. The **ENTITY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The **ENTITY** may not close the agricultural land easement until the technical reviewer approves the appraisal report. If the **ENTITY** closes the agricultural land easement prior to the approval of the appraisal by the technical reviewer NRCS may not provide the Federal share for the agricultural land easement and may terminate this agreement.
16. The **ENTITY** may not use ACEP funds to acquire an easement on a property in which the **ENTITY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. The **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
17. The **ENTITY** may not at any time, while the **ENTITY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the **ENTITY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the **ENTITY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.
18. The **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to the **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of a 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.

19. The **ENTITY** must submit a completed Federal Financial Report Standard Form 425 (FFRs) (Exhibit 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the **ENTITY** closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final FFR must be submitted no later than 90 days after the end date of the Cooperative Agreement.
20. At a minimum, the **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the agricultural land easement deed. Each year the **ENTITY** must submit the annual monitoring report for that year to the appropriate NRCS State office in the format required by NRCS.
21. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468.3 for the entire term of this agreement.
22. This paragraph and paragraphs 2, 7, 8, 9, 10, 16, 17, 18, 19, and 20 of this Section VII.A will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will review applications submitted by the **ENTITY**, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous substance record search, conduct an onsite visit, and authorize Parcels to be added to Attachment A to this Cooperative Agreement as tentatively selected for funding or as substitutes.
2. 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 the **ENTITY**.
3. NRCS will manage the funds obligated to this Cooperative Agreement and, subject to the availability of funds, disburse the appropriate funds to the **ENTITY** in accordance with this Cooperative Agreement.
4. After the required materials have been submitted by the **ENTITY**, prior to closing, NRCS will—
 - a. Review the agricultural land easement deed based on the option selected by the **ENTITY** for incorporating the ALE Minimum Deed Terms, and provide the **ENTITY** with any approval instructions or items requiring resolution;
 - b. Review the title documents submitted by the **ENTITY**, complete an LTP-23 Certificate of Use and Consent, and provide the findings to the **ENTITY** for information or remedy as necessary;
 - c. Conduct a technical review of the appraisal submitted by the **ENTITY** and provide the findings to the **ENTITY** for information or resolution as necessary;
 - d. Develop a conservation plan on any highly erodible land and, if requested by the **ENTITY** and as resources allow, review any agricultural land easement plans developed by the **ENTITY** and identify any items for resolution to the **ENTITY**;
 - e. Review the draft baseline documentation report provided by the **ENTITY** and notify the **ENTITY** if additional information is needed;
 - f. Review and provide notice of determination on any waiver requests submitted by the **ENTITY** in accordance with ACEP policy; and
 - g. After NRCS reviews are completed and the materials are determined acceptable, provide the **ENTITY** with an “Approval for a Non-certified Eligible Entity to Proceed with the ALE Acquisition” letter and the NRCS-signed “Confirmation of Matching Funds.”

5. If an advance payment is requested, NRCS will also provide a copy of the NRCS closing agent requirements to the **ENTITY**.
6. Prior to NRCS disbursement of funds, the NRCS State conservationist will verify that the **ENTITY** has provided all documentation, certifications, and information required by Sections VI and VII.A. NRCS will conduct an internal review the SF-270 payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all agricultural land easement payments that meet the national review threshold. Complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.
7. NRCS will certify payment and disburse funds for Parcels listed as funded on Attachment A to this Cooperative Agreement when the **ENTITY** has requested payment prior to the expiration date of this Cooperative Agreement, consistent with the requirements of this Cooperative Agreement.
8. NRCS will review the annual monitoring reports provided by the **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the **ENTITY**.

VIII. PUBLIC INFORMATION

- A. The **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.
- B. The **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Sec. 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Sec. 8791).

IX. GENERAL PROVISIONS

- A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders are applicable, including 2 CFR Parts 25, 170, 200, and 400.
- B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its obligations under this Cooperative Agreement because of the unavailability of funds, this Cooperative Agreement will automatically terminate.

No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the **ENTITY**. Nothing herein will preclude NRCS or the **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in Section VII.A.16 of this Cooperative Agreement. Such documents must be in writing, must reference this Cooperative Agreement, and must be maintained as part of the official Cooperative Agreement file.
- C. This Cooperative Agreement may only be amended or modified by written amendment signed by the authorized officials of the NRCS and the **ENTITY**.
- D. NRCS may terminate this Cooperative Agreement if NRCS determines that the **ENTITY** has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial obligations of the Parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- E. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

X. ATTACHMENTS and EXHIBITS

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

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

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements

Exhibit 2 – Standard Form 425 (SF-425), “Federal Financial Report”

Exhibit 3 – Representation Regarding Felony Convictions and Tax Delinquent Status for Corporate Applicants (AD-3031)

Exhibit 4 – NRCS Form 230, “Confirmation of Matching Funds for general ACEP-ALE”

Exhibit 5 – SF-270, “Request for Advance/Reimbursement of Funds”

Exhibit 6 – SF-270 Supplement for Noncertified Eligible Entities

Exhibit 7 – Minimum Deed Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum dated February 2019)

Exhibit 8 – NRCS Appraisal Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 9 – Certification Regarding Lobbying

Attachment A- Fiscal Year (FY) 2019

List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2019 Funds and Identified Substitute Parcels.

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, “Notice of Grant and Agreement Award,” for parcels on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funds obligated under this attachment will expire on August 31, 2022, unless an extension is requested and granted in accordance with the terms of the agreement.

NEST Parcel ID Number	Total Acres	Estimated Agricultural Land Easement Value	Estimated Federal Contribution	Parcel or Landowner Name(s) ^{1/}	Selected for Funding (<i>Yes or No</i>)	<i>Reflects determinations made at time parcel is identified as selected for funding only.</i>	
						Approved Cash Contribution Waiver (<i>Yes or No</i>) ^{2/}	Commensurate Reduction Required (<i>Yes or No</i>) ^{3/}
5445321901RPG	33.00	\$198,000.00	\$99,000.00	ALLEN H NEEDHAM JR	YES	NO	NO
Totals	33.00	\$198,000.00	\$99,000.00				

^{1/} The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

^{2/} Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

^{3/} At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.