

**Regional Conservation Partnership Program (RCPP) –
 Entity-Held Easement
 PARCEL COST-SHARE CONTRACT**

Lead ELIGIBLE ENTITY on RCPP Program Agreement (Participant): COUNTY OF WHATCOM	RCPP Program Agreement Number: 2725-A-1258
Lead Partner on RCPP Programmatic Partnership Agreement (PPA): COUNTY OF WHATCOM	RCPP PPA Number: 2725
State: Washington	Parcel Contract Number: 91054624002T
This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through March 31, 2027 , or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference RCPP 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 RCPP Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire a conservation easement, as set forth in the above-referenced Form NRCS-CPA-1281, RCPP 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-1276, “RCPP Parcel Cost-Share Contract,” and the Form NRCS-CPA-1276-Appendix and the Form NRCS-CPA-1277, “Schedule of Acquisition for RCPP Entity-Held Easement,” which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1277 may be modified through the execution of Form NRCS-CPA-1278, “Modification of the Schedule of Acquisition for RCPP Entity Held Easement,” 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-1278
- NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1277, or approved modifications thereto on Form NRCS-CPA-1278, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced RCPP Program Agreement.
- The participants agree to—
 - Identify on this Form NRCS-CPA-1276, 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-1276, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1277, and any associated modification thereto on Form NRCS-CPA-1278, and the on the submission of Form NRCS-CPA-1280, “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-1276 and Form NRCS-CPA-1276-Appendix
 - Comply with the terms and conditions of this Parcel Contract and the above-referenced RCPP Program Agreement, including providing to NRCS all required items identified therein.

5. PARCEL CONTRACT PARTICIPANTS

(May only be an Eligible Entity that is Party to the RCPP Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name COUNTY OF WHATCOM	TAX ID *****1383	
	DUNS JBWALL7QMNR5	
Eligible Entity Address, Telephone, e-mail 311 GRAND AVE STE 503 BELLINGHAM, WA 98225,--	Payment Shares <i>(enter percent)</i>	100.00%
	Signature of Authorized Representative	
		Date

PARCEL COST-SHARE CONTRACT

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

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	Date
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PARCEL COST-SHARE CONTRACT

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 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.

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

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

U.S. Department of Agriculture (USDA)
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)
Regional Conservation Partnership Program (RCPP)
Appendix to Form NRCS-CPA-1276
“RCPP Entity-Held Easement Parcel Cost-Share Contract”

Pursuant to the terms of RCPP PROGRAM AGREEMENT 2725-A-1258
the terms of which are incorporated by reference into this RCPP Entity-Held Easement Parcel
Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and
through the Natural Resources Conservation Service (NRCS) and County of Whatcom

(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an RCPP conservation easement (RCPP Easement) by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1277, “Schedule of Acquisition for RCPP Entity-Held Easement,” or any modification thereto on Form NRCS-CPA-1278, “Modifications of the Schedule of Acquisition for RCPP Entity-Held Easement.” Each eligible entity identified on Form NRCS-CPA-1276, “RCPP Entity-Held Easement Parcel Cost-Share Contract,” and in this appendix, must be identified as an **ENTITY** in the Form NRCS-CPA-1281, PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the RCPP Easement, and is considered a participant in RCPP.

1. DEFINITIONS

The following definitions are applicable to this 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 RCPP at 7 CFR Section 1464.3.

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 RCPP cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1277, 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-1277.
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 RCPP 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 RCPP 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. The term landowner may include all forms of collective ownership including joint tenants and tenants-in-common, and includes heirs, successors, assigns, and anyone claiming under them.

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:
 1. 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.
 2. 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.
 3. Complete and file the appropriate Form CCC-902, “Farm Operating Plan” (or successor form) and supporting documentation, including the required member’s information if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
 4. 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. RCPP PARCEL COST-SHARE CONTRACT

- A. The term “Parcel Contract,” as used in this appendix, means the program documents, including Form NRCS-CPA-1276, the associated Form NRCS-CPA-1277, and as applicable any Form NRCS-CPA-1278. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an RCPP conservation easement on an individual Parcel and receipt of RCPP cost-share assistance for such acquisition.

- B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an RCPP 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 and execute the documents that comprise this Parcel Contract and any modifications or changes thereto.
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-1278 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information documented in this Parcel Contract is accurate and complete. NRCS may be prohibited from providing RCPP 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 this Parcel Contract and requirements of the program within 30 days of request.
8. Ensure the RCPP conservation easement deed for the Parcel identified in this Parcel Contract specifies the agreed-to Conservation Values and satisfies the requirements as set forth in section VI(A)(5) and VI(A)(6) of the PROGRAM AGREEMENT. **ENTITY** must:
 - i. Select on Form NRCS-CPA-1277, or modification thereto using Form NRCS-CPA-1278, the level of restrictiveness of the RCPP conservation easement deed and whether the United States will hold a Right of Enforcement.
 - ii. Attach as an exhibit to such form, a copy of the appropriate set of “RCPP Minimum Deed Terms” or the entire draft, unexecuted, RCPP conservation easement deed.
9. Ensure the RCPP easement plan is completed and approved by all required parties as set forth in section VI(A)12 of the PROGRAM AGREEMENT and this Parcel Contract, and as specified in the applicable RCPP conservation easement deed terms attached as an exhibit to this Parcel Contract.

5. RCPP EASEMENT PLAN

- A. **ENTITY** must ensure the RCPP easement plan meets NRCS standards and specifications or other applicable industry standards and is developed by **ENTITY**, NRCS, or other appropriately qualified party. **ENTITY** must ensure the entire RCPP easement plan is provided to NRCS at least 90 days prior to the planned easement closing date and obtain NRCS approval of the RCPP easement plan prior to closing.
- B. **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.
- C. The RCPP easement plan components and parties responsible for the development thereof must be identified and agreed-to on Form NRCS-CPA-1277, or modification thereto on Form NRCS-CPA-1278.
- D. **ENTITY** will ensure NRCS has authorized access to the property and the landowner as needed to develop, review, or approve plans.
- E. Prior to closing on the RCPP Easement, **ENTITY** will ensure the RCPP easement plan is signed by the landowner and **ENTITY** and as required by NRCS.

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 RCPP easement acquired by **ENTITY**.
- B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an RCPP conservation 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-1280, "Conservation Activity Approval and Payment Application for Acquisition of RCPP Entity-Held Easement," 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 RCPP easement has been recorded and the landowners have been paid (reimbursement).
- E. Payment of the Federal share for the purchase of an RCPP 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. NRCS will disburse funds only after verifying 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 easement closing date.

- G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 60 days.
- 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.
- I. **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.
- J. All payments made 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.
- K. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on this 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-1277 or in a fully executed modification on Form NRCS-CPA-1278, signed by all eligible entities. The Lead Eligible Entity on this Parcel Contract may sign the easement payment application, Form NRCS-CPA-1280, 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-1278 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 this Parcel Contract on behalf of others signatory to this Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1276.
- 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 this 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 RCPP, 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. This 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 this 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-CPA-1278 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 RCPP 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 3. 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-1276-Appendix must also 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 this Parcel Contract as indicated on the Form NRCS-CPA-1276. The period of performance must be indicated on the Form NRCS-CPA-1277 or any modification thereto, on the Form NRCS-CPA-1278. 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 this 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 1464 for RCPP 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-1276-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 Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, “Schedule of Acquisition for Easement” and any subsequent Form NRCS-CPA-1278, “Modification of the Schedule of Acquisition for Easement,” for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(All signatory Co-Holders must be signatory to the associated Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, “Schedule of Acquisition for Easement” form and any subsequent Form NRCS-CPA-1278, “Modification of the Schedule of Acquisition for Easement,” 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 Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, “Schedule of Acquisition for Easement” and any subsequent Form NRCS-CPA-1278, “Modification of the Schedule of Acquisition for Easement,” for this Parcel Contract)*

_____ 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.

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

USDA is an equal opportunity provider, employer, and lender

SCHEDULE OF ACQUISITION FOR RCPP ENTITY-HELD EASEMENT					
Lead ELIGIBLE ENTITY (Participant): COUNTY OF WHATCOM			STATE Washington	PARCEL CONTRACT EXPIRATION DATE 03/31/2027	
RCPP PROGRAM AGREEMENT NUMBER 2725-A-1258			PROGRAMMATIC PARTNERSHIP AGREEMENT NUMBER 2725		
RCPP Project Type <i>(Check One)</i>	<input checked="" type="checkbox"/>	RCPP Classic	Transaction Type <i>(Check One)</i>	<input checked="" type="checkbox"/>	Standard Transaction
	<input type="checkbox"/>	Alternative Funding Arrangement (AFA)		<input type="checkbox"/>	Buy-Protect-Sell Transaction
NOTES:					
INSTRUCTION: COMPLETE EACH SECTION					
SECTION 1: Parcel Contract and Location Information <i>(A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1277)</i>					
PARCEL CONTRACT NUMBER 91054624002T	TOTAL EASEMENT ACRES 14.00	LAND UNITS OR LEGAL DESCRIPTION Tract: 5958		SERVICE CENTER AND COUNTY EVERSON SERVICE CENTER, Whatcom	
SECTION 2: Conservation Easement Deed Selections					
A. Level of Restrictiveness of RCPP Conservation Easement Deed ¹ <i>(Check One)</i> <i>Attach a copy of the draft, unexecuted Conservation Easement Deed to this Form NRCS-CPA-1277</i>	<input type="checkbox"/>	Highly Restrictive	B. United States (US) Right of Enforcement included in Conservation Easement Deed <i>(Check One)</i>	<input checked="" type="checkbox"/>	US Right of Enforcement
	<input checked="" type="checkbox"/>	Moderately Restrictive		<input type="checkbox"/>	No US Right of Enforcement
	<input type="checkbox"/>	Minimally Restrictive			
SECTION 3: RCPP Easement Plan					
A. Components to be included in RCPP Easement Plan <i>(Check all that apply)</i>			B. RCPP Easement Plan Component to be Developed by: <i>(Check only one lead responsible for each component identified in Section 3, Item A.)</i>		
<input checked="" type="checkbox"/>	Comprehensive RCPP Easement Plan <i>(Required for all highly and moderately restrictive easements; Optional for minimally restrictive easements)</i>		Eligible Entity	NRCS	Qualified 3rd Party Planner
			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Highly Erodible Land (HEL) Conservation Plan <i>(Required if Parcel contains highly erodible cropland; Must be developed by NRCS or NRCS-certified planner)</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Grasslands Management Plan <i>(Optional component)</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Forestland Management Plan <i>(Optional component)</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	No RCPP Easement Plan (Minimally restrictive easements only)				

SECTION 4: RCPP Easement Cost Information	
A. Estimated Fair Market Value of the RCPP Easement	\$100,000.00
B. Requested Federal Share of the RCPP Easement <ul style="list-style-type: none"> • <i>US Right of Enforcement: Federal Share cannot exceed 50% of above row</i> • <i>No US Right of Enforcement: Federal Share cannot exceed 25% of above row</i> 	\$50,000.00
C. Total Estimated Non-Federal Share for the RCPP Easement <ul style="list-style-type: none"> • <i>All entity cash contributions for payment of easement compensation to the landowner, or the buy-protect-sell transaction, the amount of the easement value provided through the conveyance of the RCPP easement by the eligible entity</i> • <i>All landowner donations toward easement value.</i> 	\$100,000.00

SECTION 5: Eligible Entity Holder (attach additional sheets as necessary)

A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	B. Role of Eligible Entity - Independent - Dependent	C. Payment Shares (Percentage) - Enter percentage from Form NRCS-CPA-1276 - Total must equal 100%	D. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity - Federal share may only be paid to an Eligible Entity - Total must equal Section 4, item (B) above
COUNTY OF WHATCOM	Dependent	100.00%	\$50,000.00
	Totals	100.00%	\$50,000.00

SECTION 6: Other Interest Holder Information (attach additional sheets as necessary)

A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel	B. Role of Legal Entity - Co-holder - Third-Party Right Holder
WHATCOM LAND TRUST	Co-Holder

SECTION 7: Parcel Landowner Information (attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)				
A. Landowner Name ^{3/}	B. Decision Maker (Check Only One)	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved ^{4/} (Yes/No)	E. Commensurate Reduction (%) applied at payment ^{5/}
KATHLEEN A TAYLOR	<input type="checkbox"/>	50.00%	No	0.00%
MELVIN L FULLER JR	<input type="checkbox"/>	50.00%	No	0.00%
	Total Ownership Shares (Must Equal 100%):	100.00%		

NOTES:

^{1/}The RCPP conservation easement deed must contain terms at an appropriate level of restrictiveness to ensure the stated Conservation Values are protected and Conservation Purposes achieved. For RCPP Classic and AFA with a US Right of Enforcement: The appropriate version of RCPP Minimum Deed Terms based on the Right of Enforcement and Level of Restrictiveness selections must be used. For AFA: The conservation easement deed terms must address the RCPP Minimum Deed Requirements and be appropriate based on the selected Level of Restrictiveness.

^{2/}The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-1279, or successor form) submitted to NRCS.

^{3/}NRCS must be notified of any changes in landownership in accordance with the terms of this Parcel Contract. If prior to closing, payment, or NRCS final notice of RCPP easement transaction completion and compliance, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1278, "Modification of the Schedule of Acquisition for RCPP Entity-Held Easement," must be executed to reflect current ownership.

^{4/}Prior the execution of Form NRCS-CPA-1277, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1278 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

^{5/}NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1276-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants			
Lead Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date
Eligible Entity – Authorized Representative Signature	Date	Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official	
NRCS State Conservationist Signature	Date

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 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.

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

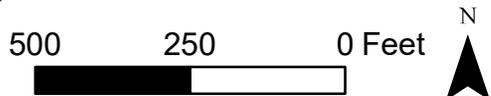
USDA is an equal opportunity provider, employer, and lender.

Proposed RCPP Easement Boundary Map

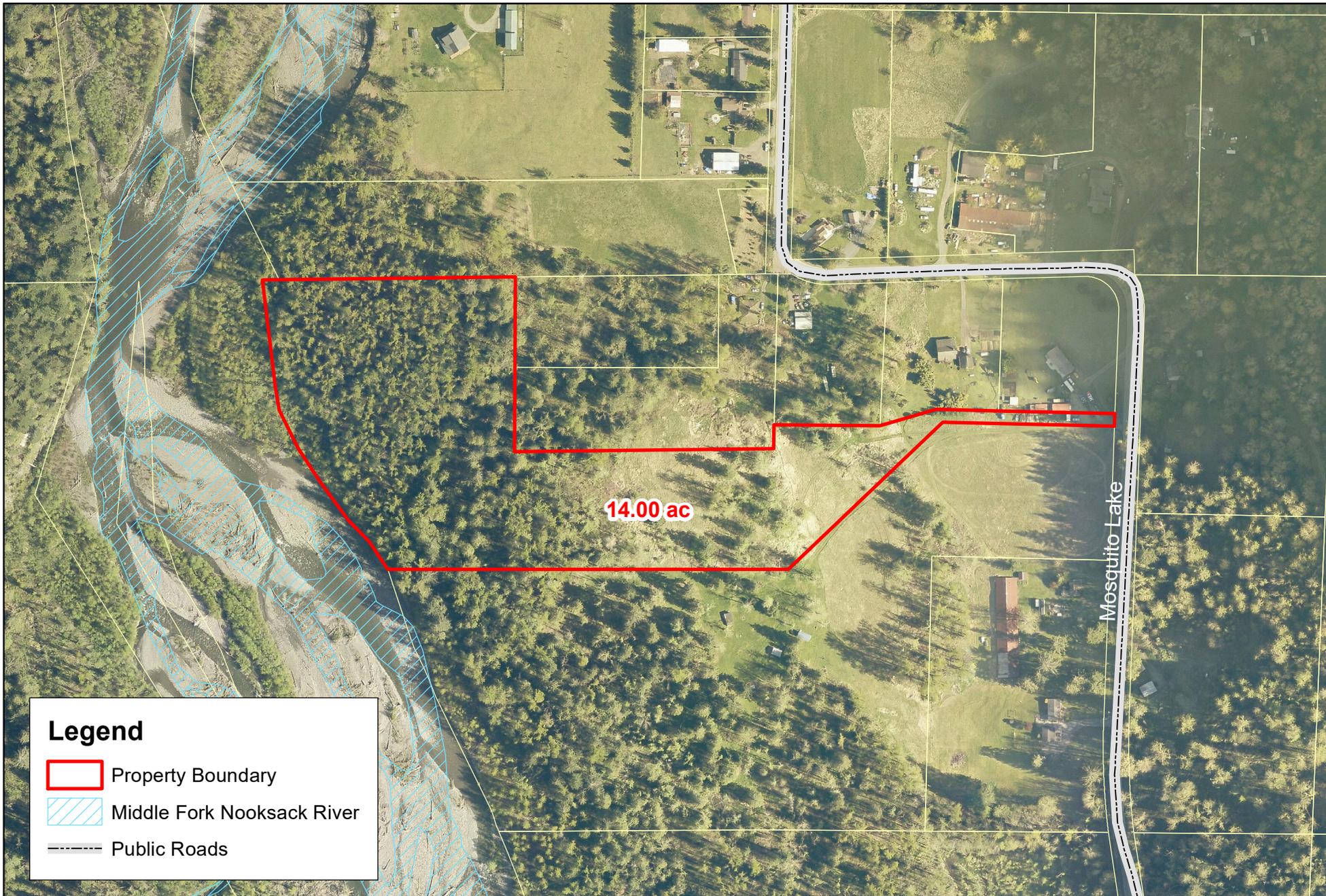
Application #910054624002T

Date: 3/6/24

Property Owners: Melvin Fuller & Kathleen Taylor
Easement Acreage: 14.00
County and State: Whatcom, Washington



Assisted By: Lauren Templeton
Lat., Long.: 48.803115, -122.126737
Section, Township, Range: S11, T38N, R05E



Legend

-  Property Boundary
-  Middle Fork Nooksack River
-  Public Roads

**REGIONAL CONSERVATION PARTNERSHIP PROGRAM (RCPP)
CONSERVATION EASEMENT (WITH U.S. RIGHT OF ENFORCEMENT)
RCPP MINIMUM DEED TERMS FOR CONSERVATION USE WITH COMPATIBLE AGRICULTURAL
USES (MODERATELY RESTRICTIVE LEVEL)**

These deed terms must be used only when the RCPP Conservation Easement will include a right of enforcement held by the United States (U.S. right of enforcement).

1) Insert the following provision directly into the RCPP Conservation Easement deed's introductory paragraph and recitals:

and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

2) This paragraph must be inserted at the end of the body of the RCPP-funded Conservation Easement deed:

This Conservation Easement is acquired with funds provided, in part, under the Regional Conservation Partnership Program (RCPP) (16 U.S.C. Section 3871 et seq. and 7 CFR part 1464). 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 law***]. As required by the RCPP, and as a condition of receiving RCPP 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 forthwith in this Addendum entitled RCPP Minimum Deed Terms in EXHIBIT ____ that is appended to and made a part of this easement deed. The rights of the United States acquired under this Conservation Easement shall be unaffected by any subsequent amendments or repeal of the RCPP.

3) A fully executed copy of the Exhibit below must be attached to and recorded as part of the RCPP funded Conservation Easement deed at the time of closing.

EXHIBIT _____

RCPP MINIMUM DEED TERMS

The Regional Conservation Partnership Program (16 U.S.C. Section 3871 et seq.), facilitated and provided funding for the purchase of a Conservation Easement (“Conservation Easement”) on real property described in Exhibit _____ (*legal description or survey*), hereafter referred to as the “Protected Property,” to further the restoration, protection, enhancement, management, maintenance, and monitoring of **[IDENTIFY THE CONSERVATION VALUES HERE: _____]** on the Protected Property (the “Conservation Values”).

The **[LANDOWNER NAMES]** (collectively “Grantor”), the **[QUALIFIED ENTITY NAMES]** (collectively “Grantee”), and the **United States of America** (the “United States”) and its assigns, acting by and through the United States Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”) on behalf of the Commodity Credit Corporation (“CCC”) (jointly referred to as the “Parties”) acknowledge that the Conservation Easement is acquired by the Grantee for the purpose of the restoration, protection, enhancement, management, maintenance, and monitoring of the Conservation Values (the “purposes of the Conservation Easement”). Decision making on behalf of NRCS is delegated to the Chief of NRCS or authorized designee (hereafter referred to as “Chief of NRCS”). Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is **[SELECT ONE: *appended to this easement deed OR maintained in the files of the Grantee*]**.

In order to ensure compliance with the Regional Conservation Partnership Program, 16 U.S.C. Section 3871 et seq. and 7 CFR part 1464, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the Conservation Easement. Notwithstanding any other provision of the Conservation Easement, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other sections of the Conservation Easement, Sections I and II will control; however, if other sections of the Conservation Easement have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 3, 4, and 5 those more restrictive terms and conditions will control. If other sections of the Conservation Easement are more restrictive to the rights of the Grantor than Section I, Paragraph 2 and Section II, then Section I, Paragraph 2 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of the Conservation Easement, and the restrictions and covenants of this Conservation Easement will apply to the Protected Property as a whole.

The terms and conditions of the Conservation Easement run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them

must comply with all terms and conditions of this easement, including the following:

1. RCPP Easement Plan. The Grantee shall prepare an RCPP Easement Plan in consultation with the Grantor and the Chief of NRCS. The RCPP Easement Plan shall describe the Conservation Values and identify natural resource concerns on the Protected Property and shall describe the conservation activities, measures, practices, and land uses that may be implemented to restore, protect, enhance, maintain, manage, and monitor the Conservation Values, address the identified resource concerns, and promote the long-term viability of the land to meet the purposes of the Conservation Easement. The RCPP Easement Plan shall identify, as applicable, permissible and prohibited activities and any associated restoration plans.

[INCLUDE THE FOLLOWING IF THE CONSERVATION VALUES OF THE PROTECTED PROPERTY INCLUDE WETLAND, RIPARIAN, FLOODPLAIN (OR SIMILAR) HABITATS or NATIVE WILDLIFE SPECIES: The RCPP Easement Plan shall include a habitat management plan component that describes: the [INSERT IDENTIFIED HABITAT TYPES] resource and habitats, including associated habitats; the functions and values of each identified habitat; the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the identified resources and habitats; and as applicable, any species or sensitive natural resources requirements.]

[INCLUDE THE FOLLOWING IF THE CONSERVATION VALUES OF THE PROTECTED PROPERTY INCLUDE GRASSLAND (including SAVANNA, SHRUBLAND, OR SIMILAR) HABITATS: The RCPP Easement Plan shall include a grassland management plan component that describes the grassland resource; the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the grassland; and as applicable any habitat, species, or sensitive natural resources requirements.]

[INCLUDE THE FOLLOWING IF THE CONSERVATION VALUES OF THE PROTECTED PROPERTY INCLUDE FORESTED HABITATS: The RCPP Easement Plan shall include a forest management plan component that describes the management system and practices that restore, protect, enhance, manage, maintain, and monitor the viability of the forest land and as applicable, any significant conservation benefits. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee.]

[INCLUDE THE FOLLOWING IF PARCEL CONTAINS HIGHLY ERODIBLE CROPLAND: The RCPP Easement Plan shall include a conservation plan component that complies with 7 CFR part 12, or successor regulations, pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Conservation Easement based on an Act of Congress, the Chief of NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.]

The RCPP Easement Plan is incorporated by reference and must not include any provisions inconsistent with the purposes of the Conservation Easement. The Grantee agrees to update the RCPP Easement Plan, in consultation with the Grantor and the Chief of NRCS, in the event the uses or ownership of the Protected Property change. The RCPP Easement Plan and any revisions thereto must be approved by the Grantor, Grantee, and NRCS. A copy of the current RCPP Easement Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to ensure that any activities conducted on the Protected Property are compliant with the RCPP Easement Plan. In the event of substantial or ongoing noncompliance with the RCPP Easement Plan or the requirement to update the RCPP Easement Plan, Chief of NRCS may notify the Grantee and Grantor. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to

take corrective action. If Grantee fails to enforce requirements related to compliance with the RCPP Easement Plan, the United States may exercise its right of enforcement in accordance with Section II, Paragraph 5 below.

2. Allowed Uses. Allowed uses of the Protected Property include the following activities subject to the qualifications stated below:

(A) Conservation Activities. The right to conduct conservation activities, practices, measures and land uses as set forth in this Conservation Easement and the RCPP Easement Plan that further the restoration, protection, enhancement, management, maintenance, and monitoring of the Conservation Values, and are consistent with the purposes of the Conservation Easement.

(B) Other Uses. Any uses not specifically prohibited or restricted by this Conservation Easement.

[Include the following paragraph any time the property is in grassland use: (C) Grassland Uses of the Protected Property – Grantor is allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire presuppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of the Conservation Easement, the RCPP Easement plan, including the required grassland management plan component. The term “common grazing practices” means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantor must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Protected Property affected by this restriction will be set forth within the Baseline Documentation Report and the RCPP Easement Plan.]

[Include the following paragraph any time the property is in forest use: (D) Forest Management and Timber Harvest – Forest management and timber harvesting is allowed, provided it is carried out, to the extent practicable, in accordance with the provisions and conservation purposes of the Conservation Easement, the RCPP Easement Plan, including the required forest management plan component, and current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.]

3. Limitation on Impervious Surfaces. Impervious surfaces [**SELECT ONE: are prohibited on OR will not exceed 2 percent of**] the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Conservation Easement.

[Include the following if limited impervious surfaces are not prohibited above and if subdivision is allowed below: In the event the Protected Property is subdivided as provided for in Section I, Paragraph 4(B), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the

subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.]

4. Limitations on Uses. Any uses or activities that are inconsistent with the purposes of the Conservation Easement are prohibited. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Conservation Easement's protection for the purposes of the Conservation Easement. The following activities are inconsistent with the purposes of the Conservation Easement and are specifically prohibited, subject to the qualifications stated below:

(A) *Agricultural Uses:* Agricultural use of the Protected Property is limited to those agricultural uses that restore or conserve the Conservation Values and must be conducted in a manner consistent with the terms of the Conservation Easement and the RCPP Easement Plan.

[May include the following paragraph for RCPP Enrollments that include Grasslands: *Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited [Include the following if agricultural intensification may be permitted on RCPP Enrollments that include Grasslands: outside of the Designated Crop Cultivation Areas on the Protected Property, identified in Exhibit _____, the extent of such areas may not exceed [Insert Percent Not to Exceed 10 Percent] _____ percent of the Protected Property, the agricultural uses, location, and boundaries of which must be compatible with the purposes of the Conservation Easement and be approved in advance, in writing by the Grantee.]*

(B) *Subdivision – [Select Option 1, 2, or 3.]***[Additionally, where required by State law the following may be inserted at the end of the selected option:** *Notwithstanding the foregoing, subdivision of the Protected Property is permissible when necessary to comply with State or local regulations that explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS, prior to division of the Protected Property in accordance with such State or local regulations.]*

[[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.]

[[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ separate parcels (____ divisions allowed), the boundaries of which have been identified in EXHIBIT ____, which is appended to and made a part of this Conservation Easement. To protect the Conservation Values, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS. Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.]

[[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than __ separate parcels (____ divisions allowed). To protect the Conservation Values, the boundaries

of such divisions must be approved in writing by Grantee and the Chief of NRCS before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate parcels, after receiving a request from the Grantor;
2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to protect the Conservation Values and that any new owners of the subdivided parcels intend to use such parcels for such purposes ; and
3. The Chief of NRCS determines that the Parcels resulting from the subdivision of the Protected Property will protect the Conservation Values.]

(C) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) Uses consistent with the purposes of the Conservation Easement and conducted as described in the RCPP Easement Plan; and
- (ii) Temporary or seasonal outdoor activities or events that do not harm the Conservation Values.

(D) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 4(D)**, all structures and improvements must be located within the Building Envelope(s), [**Select One (FIXED OPTION):** *containing approximately _____ total acres and described or shown in EXHIBIT _____, which is appended to and made a part of this Conservation Easement. OR (FLOATING OPTION): of which there shall be no more than _____ Building Envelopes, containing no more than _____ total acres. The Grantor must receive prior written approval of the location and boundaries of the future Building Envelopes from the Grantee and the Chief of NRCS, following which, the Grantor and Grantee shall amend this Conservation Easement to add an exhibit that describes the approved boundaries and locations of the Building Envelope(s).*]

[**Alternately, if the Protected Property will have no Building Envelopes, replace the preceding sentences with the following:** *Except as otherwise permitted in this Section I, Paragraph 4(D), no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.*]

[**Include the following subparagraph if future adjustments to approved Building Envelopes may be considered:** *The identified boundaries and locations of the approved Building Envelope(s) may be adjusted only with prior written approval from the Grantee and the Chief of NRCS. The adjusted Building Envelope(s) may not be larger than the approved Building Envelope(s) and must provide equal or greater protection of the Conservation Values. Following receipt of written approval to adjust identified Building Envelope(s), the Grantor and Grantee shall amend this Conservation Easement to add an exhibit that describes the subsequently approved boundaries and locations of the Building Envelope(s).*]

Utilities that serve approved buildings or structures allowed in this **Section I, Paragraph 4(D)**, that neither individually nor collectively have an adverse impact on the Conservation Values, may be located outside of the Building Envelope(s) with prior written approval of the Grantee.

Construction of new roads on the Protected Property [**SELECT ONE: is prohibited OR may be authorized only if such construction is approved in advance by Grantee, is within impervious surface limits, and is consistent with the purposes of the Conservation Easement or necessary to carry out the allowed uses on the Protected Property.**]

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and is consistent with the purposes of the Conservation Easement or necessary to carry out the allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary to achieve the Conservation Values, necessary to carry out the allowed uses on the Protected Property, or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the purposes of the Conservation Easement.

(E) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited unless specifically authorized in writing in advance by the Grantee, in consultation with the Chief of NRCS. Authorization for such activity may only be provided if the Grantee, in consultation with the Chief of NRCS, has determined the utility or road is consistent with protecting and maintaining the Conservation Values and such authorization may be subject to terms and conditions Grantee determines are necessary to ensure the viability of the Conservation Values.

(F) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, wetlands, or the Conservation Values of the Protected Property is prohibited, except for the following activities which may be authorized if the activity will further the purposes of the Conservation Easement, as determined by the Grantee:

- (i) Dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
- (ii) Erosion and sediment control;
- (iii) Soil disturbance activities required in the maintenance or construction of approved buildings, structures, roads, and utilities;
- (iv) Draining, dredging, channeling, leveling, pumping, diking, impounding, or related activities;
- (v) Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the Protected Property;

(vi) Altering of habitats or other natural features by burning, digging, plowing, disking, cutting, or otherwise destroying the vegetative cover;

(vii) [**Select all that apply:** *Agricultural activities, Grazing uses or grassland restoration, forest land uses or forest restoration*] and related conservation activities conducted in accordance with the terms and conditions of this Conservation Easement and the RCPP Easement Plan.

Such activities must be conducted in a manner consistent with the RCPP Easement Plan and pursuant to terms and conditions approved by the Grantee in advance and in writing. Such terms and conditions must prescribe the technical limitations and requirements of the activities, such as the amount, method, location, frequency, timing, intensity, and duration, and may be set forth in the RCPP Easement Plan itself or a separate plan specific to the activity.

(G) Surface and Subsurface Mineral Exploration and Extraction –

Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Conservation Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited [**Include the following if either of the optional mineral extraction options below are used: except as otherwise provided in this Paragraph (G).**]

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property prior to the time this Conservation Easement is executed, and their interests have not been subordinated to this Conservation Easement, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (G). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Conservation Easement are subordinate to the terms of this Conservation Easement and must incorporate by reference this Conservation Easement.

[**Include the following subparagraph if a limited allowance for agricultural purposes may be authorized:** *Limited mining activities for materials (e.g., sand, gravel, or shale) used to facilitate the agricultural operations on the Protected Property are allowed where the extraction of such materials is limited, localized, and small with a defined area and acreage [SELECT ONE: identified in EXHIBIT _____ OR approved prior to extraction by the Grantee, not to exceed _____ acres,] and does not harm the Conservation Values.*]

[**The following may be inserted to qualify the above if Grantee chooses to allow subsurface mineral development as an alternative to a complete prohibition on mineral exploration and extraction on the Protected Property – Beginning of Optional Additional Subsurface Mineral Development Language:** *Subsurface mineral development on the Protected Property is allowed in accordance with this Paragraph (G), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate prior to the initiation of mineral development activity that such subsurface mineral development shall—*

(i) *Be conducted in accordance with applicable State law;*

- (ii) *Have a limited and localized impact;*
- (iii) *Not harm the Conservation Values;*
- (iv) *Not materially alter or affect the existing topography, as determined by Grantee and the Chief of NRCS;*
- (v) *Comply with a subsurface mineral development plan that includes a plan for the remediation of impacts to the Conservation Values, which includes reclaiming and restoring all areas of the Protected Property that are impacted by the subsurface mineral development and such plan is approved by Grantee and the Chief of NRCS prior to the initiation of mineral development activity;*
- (vi) *Not be accomplished by any surface-mining method;*
- (vii) *Be within the impervious surface limits described in Section I, Paragraph 3; and*
- (viii) *Use practices and technologies that minimize the duration and intensity of impacts to the Conservation Values.*

All areas of the Protected Property that are impacted by subsurface mineral development pursuant to this section must be reclaimed and restored within a reasonable time, as determined by the Grantee and Chief of NRCS, at cessation of subsurface mineral development activities.

*Impervious surfaces, as defined in Section I, Paragraph 3, include any surface disturbance or impervious surfaces associated with subsurface mineral development allowed by this paragraph. **End of Optional Additional Subsurface Mineral Development Language]***

5. Prohibitions. The following activities are expressly prohibited on the Protected Property:

- (A) Accumulating or dumping refuse, wastes, sewage, or other debris.
- (B) Use of the Protected Property for developed recreation. These uses include but are not limited to sports fields, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations, and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing.
- (C) Any activities to be carried out on the Grantor's land that is immediately adjacent to, and functionally related to, the Protected Property if such activities will alter, degrade, or otherwise diminish the Conservation Values of the Protected Property.
- (D) The installation or use of fences which have the effect of preventing wildlife access and use of the Protected Property located on the Protected Property or on the Grantor's land that is immediately adjacent to, and functionally related to, the Protected Property.
- (E) Use of motor vehicles except as necessary to carry out allowed uses on the Protected Property.
- (F) Any additional prohibited activities set forth in the RCPP Easement Plan.

SECTION II – PROTECTION OF THE UNITED STATES' INTERESTS AND EASEMENT ENFORCEMENT

1. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or

Grantor's breach of any representation, warranty, covenant, or agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

2. Environmental Warranty. Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials (defined below), as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

3. Extinguishment, Termination, and Condemnation. The interests and rights under this Conservation Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Conservation Easement, any proposed extinguishment, termination, or condemnation action that may affect the United States’ interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the Conservation Easement is _____ percent, hereinafter the “Proportionate Share,” of the fair market value of the land unencumbered by this Conservation Easement. The Proportionate Share will remain constant over time.

If this Conservation Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Conservation Easement. The fair market value will be determined at the time all or a part of this Conservation Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, [**Calculate and enter the percent of fair market value of the Conservation Easement provided based on the sum of the Grantee’s contributions and Grantor donations toward the acquisition value of the easement**] _____ percent of the Proportionate Share; and (b) to the United States _____ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

4. Amendment. This Conservation Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of the Conservation Easement and complies with all applicable laws, regulations, and program policy. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Conservation Easement, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

5. United States Right of Enforcement. In consideration of the RCPP funds received for the acquisition

of this Conservation Easement, the United States is also granted this right of enforcement that it may exercise only if the terms of the Conservation Easement are not enforced by the holder of the Conservation Easement. The Secretary of the United States Department of Agriculture (the Secretary) or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

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

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

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