

SUMMARY INFORMATION

Federal Awarding Agency Name: U.S. Department Of Agriculture - Natural Resources Conservation Service (NRCS)

Funding Opportunity Title: Easement Acquisition Services

Announcement Type: Initial/New Announcement

Funding Opportunity Number: USDA-NRCS-MD-ACEP-19-GEN0010303

Catalog of Federal Domestic Assistance (CFDA) Number: Agricultural Conservation Easement Program, ACEP (CFDA 10.931)

Funding Opportunity Announcement Summary

Maryland NRCS is accepting proposals from 501(c)(3) non-profit organizations to assist with expediting the completion of easement program projects. Eligible organizations will have experience with contracting and bid acquisition for small and large natural resource related projects. The awardee will work with NRCS to implement activities for properties enrolled in NRCS easement programs, including acquisition services and contract management for land surveying, environmental reviews, title reviews, market analysis, property appraisals, and title agents/real estate attorneys. The objectives of the award are to obtain acquisition and closing services for easements on lands enrolled in NRCS Agricultural Conservation Easement Program (ACEP). The awardee will develop bid proposals, select contractors, manage contractors, and administer payments for these activities. The award recipient is expected to:

- a. Coordinate activities with NRCS, landowners, and partners, as needed.
- b. Develop bid proposals, select contractors, manage contracts/contractors, verify invoices, and submit payment requests. The recipient organization shall verify that selected contractors are certified surveyors in good standing in the State of Maryland and have the capability to provide a complete and certified easement plat that can be filed with county land records.
- c. Contract with professional vendors to complete the deliverables identified by NRCS. Deliverables must be in accordance with Specifications for the service as provided by NRCS. NRCS will provide the most current Specification to the recipient organization. Contracting services will include easement boundary surveys, appraisal technical reviews, title and closing services, pre-acquisition data searches, and area wide market analyses.
- d. Instruct the selected contractor to coordinate with NRCS staff or designated partner, and landowners on deliverables identified by NRCS.
- e. Verify contractor invoices and submit payment requests to NRCS only after receiving the necessary approvals from the NRCS Program Manager or designee.

- f. Provide all equipment and office space necessary to perform the services, unless provided by NRCS or a partner organization, and shall be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government- owned property or equipment.
- g. Provide designated agreement contact persons between the NRCS and the recipient organization regarding technical and administrative matters.

Key Dates

Applications must be received by 5 pm Eastern Daylight Time on August 8th, 2019. Questions must be submitted by 5 pm Eastern Daylight Time on July 15th, 2019, and answers to questions will be posted to Grants.gov by July 26th, 2019. NRCS anticipates announcing selections no later than August 15th, 2019, and making awards by August 25th, 2019.

Federal Funding Floor and Ceiling Amounts

The funding floor for this announcement \$247,000.00 and the funding ceiling is \$247,000.00. The funding floor means the minimum agreement funding amount for the Federal share per agreement awarded. The ceiling is the maximum agreement funding amount for the Federal share per agreement awarded.

A. PROGRAM DESCRIPTION

The authorizing statutes and regulations for this opportunity are: Agricultural Conservation Easement Program, ACEP (CFDA 10.931).

The Agricultural Conservation Easement Program (ACEP) is comprised of two components – Agricultural Land Easements (ALE) and Wetland Reserve Easements (WRE). The ALE component provides funding to eligible entities to purchase conservation easements to protect the agricultural use and future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land; and to protect grazing uses and related conservation values by restoring and conserving eligible land. The WRE component provides funding to eligible landowners to purchase easements to restore, protect, and enhance wetlands on eligible land.

B. FEDERAL AWARD INFORMATION

1. Estimated Funding

The total amount of Federal funding the agency expects to award through this announcement is \$247,500.00.

2. Start Dates and Performance Periods

This agreement will begin when the designated NRCS signatory authority signs the Notice of Award and will expire on 12/31/2021. Applicants should plan their projects based on a project start date of approximately 8/25/2019.

3. Type of Federal Award

The agency plans to award a cooperative agreement pursuant to this opportunity. The agency will be substantially involved in the work performed under the agreement and will undertake activities such as the following:

- a. Reimbursement for indirect costs not to exceed 10% of the direct costs reimbursed under this agreement (included in the total funding amount).
- b. Conduct an initial briefing at the NRCS State Office in Annapolis, Maryland within 30 days after the award. The purpose of the meeting will be to review the goals and objectives of the agreement.
- c. For each site, provide NRCS will provide the recipient organization with landowner contact information, location maps of the proposed Easement Area, Maryland Department of Assessments and Taxation Real Property Data Search, and Deed(s).
- d. Provide an NRCS and/or partner project contact person for each site for identification and verification of proposed easement boundaries.
- e. Review surveys and certify that easement boundary surveys meet NRCS requirements and specifications.
- f. Provide the recipient organization and/or the Surveyor with all necessary Conservation Easement Boundary Signs (without mounting hardware or posts).
- g. Verify and certify the location of the boundary survey on-site, and address landowner/decision-maker concerns regarding boundary locations.
- h. Verify and certify proper installment of boundary markers and sign-posts.
- i. Provide the recipient organization with the most current Specifications for the service at the time the service is requested.

4. Number of Awards

The agency expects to make one award.

5. Procurement Contracts

The agency is not expected to award procurement contracts associated with this announcement.

6. Eligibility of Renewal or Supplemental Project Applications

Applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards. An application for renewal means a proposal submitted to continue an existing agreement that meets the objectives and requirements of this NFO. An application for supplementation of an existing project means a proposal to add components to an existing agreement so that it would meet the objectives and requirements in this NFO.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Applicants and applications must meet eligibility criteria by the application deadline to be considered for award. Eligible applicant type is determined by the implementing program statute.

Eligibility for this opportunity is limited to the following entity types: nonprofits having a 501(c)(3) status with the IRS (other than institutions of higher education). Please submit proof of 501(c)(3) status.

2. Cost Sharing or Matching

There is no cost sharing or matching requirement for this opportunity.

3. Other (if applicable)

All applicants must have an active DUNS through SAM.gov. Applicant entities identified in the SAM.gov Exclusions database as ineligible, prohibited/restricted or excluded from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits will not be considered for Federal funding, as applicable to the funding being requested under this Federal program (2 CFR 200.205(d)).

D. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

All standard forms necessary for this announcement are included in the [Grants.gov](https://www.grants.gov) application package. Applicants may request paper copies of materials by contacting Laura Eddy at Laura.Eddy@usda.gov.

2. Content and Form of Application Submission

To be considered for funding under this opportunity, an application must contain:

a. **Application Form:** (Standard Form 424 Application for Federal Assistance) Applicants must use this document as the cover sheet for each proposal. See Instructions for Completing SF 424 located in the Related Documents tab of this announcement on Grants.gov.

b. **Standard Form (SF) 424A, Budget Information - Non-Construction**

Programs. Fill in all spaces as appropriate. Section B, Item 6, Column 1 should reflect the agency funds, and Column 2 should reflect the applicant's matching funds. This form is the summary budget for the project. See Instructions for Completing SF 424A located in the Related Documents tab of this announcement on Grants.gov.

- c. **Budget Narrative** - In a separate narrative titled "Budget Narrative", explain and justify all requested budget items/costs. Detail how the totals on the SF-424A were determined and demonstrate a clear connection between costs and the proposed project activities. For personnel salary costs, include the base-line salary figures and the estimates of time (as percentages) to be directly charged to the project. Describe any item that under the applicable Federal cost principles requires the agency's approval and estimate its cost. See Instructions for Completing Budget Narrative located in the Related Documents tab of this announcement on Grants.gov.

- i. As required in Title 2 of the Code of Federal Regulations Part 200, Subpart F Audit Requirements, all U.S. states, local governments, federally-recognized Indian tribal governments, and non-profit organizations expending \$750,000 USD or more in Federal award funds in a fiscal year must submit a Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System. Therefore, any U.S. states, local governments, federally-recognized Indian tribal governments, and non-profit organizations applying under this opportunity must include one of the following statements in its budget narrative:

"My organization was required to submit a Single Audit report last year. The reporting period covered was from (insert date) to (insert date). This report, filed under EIN # (insert EIN), is available on the Federal Audit Clearinghouse Single Audit Database website (<https://harvester.census.gov/facweb/>) or will be by (insert date)."

OR

"My organization was not required to submit a Single Audit report last year."

- d. **Standard Form (SF) 424B, Assurances - Non-Construction Programs.** Applicants, by signing and submitting an application, assure and certify that they are in compliance with the following Federal regulations:

- 2 CFR Part 417, Government wide Debarment and Suspension (Non-procurement)
- 4 CFR Part 418, New Restrictions on Lobbying
- 2 CFR Part 421, Government wide Requirements for Drug Free Workplace (Financial Assistance)

- e. **Certification and Disclosure of Lobbying Activities** - Under Title 31 of the United States Code, Section 1352, an applicant or recipient must not use any federally appropriated funds (both annually appropriated and continuing appropriations) or matching funds under a grant or cooperative agreement award to pay any person for lobbying in connection with the award. Lobbying is defined as influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress connection with the award. Submission of an application also represents the applicant's certification of the statements in 2 CFR Part 418, Appendix A-Certification Regarding Lobbying. If you/your organization have/has made or agrees to make any payment using non-appropriated funds for lobbying in connection with this proposal AND the Federal share exceeds \$100,000, you must also complete and submit the SF LLL, Disclosure of Lobbying Activities located at 2 CFR 418, Appendix B. See 2 CFR, Subpart 418.110 for more information on when additional submission of this form is required.
- f. **AD-3031, Assurance Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.** Although the text of this document states it is applicable only to corporate entities, USDA policy requires that all entity types complete it.
- g. **Proposal**
Applicants must submit the attached "Unique Qualifications Narrative Template" (also located in the Related Documents tab of this opportunity in Grants.gov) to describe their organization's unique qualifications for this project. The attached Sample Statement of Work (also located in the Related Documents tab of this opportunity in Grants.gov) details the scope of the project. The recipient organization will be required to abide by these terms and conditions during the duration of the agreement. More information about this template and the ranking process can be found in Section E under Merit/Technical Criteria.

Each page must be on numbered 8½" x 11" paper with one-inch margins. The text of the proposal must be single spaced and typed in New Times Roman, no smaller than 12 point font and must not exceed 4 pages.

Proposals that fail to comply with the required content and format will not be considered for funding. **Material exceeding stated page limits and/or formatting structure will not be considered.** Incomplete and/or noncompliant proposals will not be considered.

- h. **Post Award Documentation** – The successful applicant must enroll in the ezFedGrants system. More information will be provided to the award recipient.

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless the applicant is an individual excepted from those requirements under 2 CFR §25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR §25.110(d)) is required to: (i) Be registered in SAM before submitting its application; (ii) provide a valid unique entity identifier (Data Universal Numbering System (DUNS) number) in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The agency may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the agency is ready to make an award, it may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

Entities must obtain a DUNS and register in SAM prior to registering with Grants.gov. A description of each is below. Entities are strongly encouraged to apply early for their DUNS number and SAM registration.

Data Universal Numbering System (DUNS) Number: A Dun and Bradstreet DUNS number is a unique, nine-digit sequence recognized as the universal standard for identifying and keeping track of over 70 million businesses worldwide. Applicants must obtain a DUNS number. Information on how to obtain a DUNS number can be found at <http://fedgov.dnb.com/webform> or by calling 1-866-705-5711.

System for Award Management (SAM) Registration: SAM is the official Federal system that consolidated the capabilities of Central Contractor Registry, Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. To register, go to: <https://www.sam.gov/portal/public/SAM>. The Federal Service Desk is available for registration assistance, and can be contacted via the Help tab at the website listed above.

4. Submission Dates and Times

Applicants must submit proposals via Grants.gov. Proposals must be received by 5:00 pm EST on August 8th, 2019. Late submissions will not be reviewed or considered. The agency will rely on system generated date and time receipt documentation to determine whether applications meet the submission deadline. Grants.gov provides an automatic acknowledgement when applications are received.

5. Intergovernmental Review (if applicable)

This funding opportunity is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.”

6. Funding Restrictions

Funds may not be used to pay any of the following costs unless otherwise permitted by law, or approved in writing by the Authorized Departmental Officer in advance of incurring such costs:

- Costs above the amount of funds authorized for the project;
- Costs incurred prior to the effective date of the grant;
- Costs which lie outside the scope of the approved project and amendments thereto;
- Entertainment costs, regardless of their apparent relationship to project objectives;
- Compensation for injuries to persons, or damage to property arising out of project activities;
- Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and
- Renovation or refurbishment of research or related spaces, the purchase or installation of fixed equipment in such spaces, and the planning, repair, rehabilitation, acquisition, or construction of buildings or facilities.

This list is not exhaustive. Questions regarding the allowances of particular items of cost should be directed to the administrative contact person listed in this announcement.

Indirect costs limitations:

- a. A non-profit organization awarded a cooperative agreement will be limited to a 10% indirect cost rate in accordance with the Agency's annual appropriations act. The 10% indirect cost rate applies to both federal and non-federal funds. Other types of entities are not subject to this statutory limitation.
- b. To be eligible to recover any indirect cost under a Federal award, recipients must either 1) have a current negotiated indirect cost rate agreement (NICRA) with a Federal agency that has not expired; or 2) qualify for use of the de minimis rate authorized by 2 CFR 200.414(f). In order to qualify for the de minimis rate, the recipient must have never had a NICRA. A State, local, or tribal governmental department or agency unit that receives more than \$35 million in direct Federal funding is not eligible for the de minimis rate.
- c. Applicants not subject to the statutory limitation stated above, which have a current NICRA must calculate indirect costs using the rate and base specified in their NICRA. A recipient may voluntarily reduce or waive recovery of indirect costs at its sole discretion and must not be encouraged or coerced in any way to do so by the agency. If voluntarily reduced or waived, the recipient

may choose to apply any unrecovered indirect costs as part of their cost share or match. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the recipient's approved negotiated indirect cost rate (2 CFR 200.306(c)). A copy of the applicant's current NICRA must be provided with the application. Indirect costs may not be recovered under an expired NICRA. However, if an applicant with a current NICRA is subject to the statutory limitation, indirect costs must be calculated as follows. First, multiply the NICRA rate by the base stated in the NICRA to arrive at Amount A. Next, multiply the statutory limit of 10% by the total of all direct costs to arrive at Amount B. The lower of Amount A and B is the amount of indirect cost to include on the budget.

- d. Entities that are eligible for the de minimis rate who already have a de minimis rate agreement must use the rate and base specified in the agreement, which is modified total direct costs (MTDC) as defined by 2 CFR 200.68 and also excluding the amount of each subcontract exceeding \$25,000. Note that MTDC excludes certain costs from the base to which the rate is applied. A copy of the applicant's de minimis rate agreement must be provided with the application. If a recipient is eligible to use the de minimis rate, but does not have a de minimis rate agreement, use an indirect cost rate of no more than 10% of MTDC when preparing the budget. If selected for award, a de minimis rate agreement will be executed along with the award.

E. APPLICATION REVIEW INFORMATION

1. Merit/Technical Criteria

Applicants will be evaluated based on their previous applicable experience and efficiency for technical work. The "Unique Qualifications Narrative Template" provided describes the evaluation criteria that will be used to assess applications. NRCS will be evaluating organizations based on the relevance of their previous work experience, the quantity of their previous work experience, the variety of applicable experience, and the organization's staff capacity. Applicants that rank the highest will be considered for this funding opportunity.

2. Risk Criteria

The agency will check SAM to ensure the applicant is not suspended or debarred, which would preclude receiving an award. In addition, prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (the Federal Awardee Performance Integrity Information System, FAPIIS) (see 41 U.S.C. 2313 and 2 CFR 200.205(a)).

To further comply with the requirements at 2 CFR 200.205, the agency has established the following risk review process and related standards that an applicant must meet to be considered for award:

- a. **Financial Stability.** The applicant certifies that it maintains adequate financial resources or cash flow to meet its financial obligations on a routine basis and successfully complete any agreement it may be awarded.
- b. **Quality of Management Systems and Ability to meet Management Standards** prescribed in 2 CFR Part 200. The applicant certifies it has a financial management system adequate to segregate and track federal funds. It further certifies it has adequate systems in place for proper agreement administration; compliance with the standards outlined in 2 CFR Part 200 Section D for procurement, property, and records management; and required financial and performance reporting.
- c. **History of Performance.** If the applicant has previously obtained Federal financial assistance award, it certifies that it has never failed to materially comply with the Federal award terms and conditions and further that it has never had an award terminated on that basis.

Submission of a proposal constitutes certification that an applicant meets these standards.

3. Review and Selection Process

Proposals will be screened for completeness and compliance with the provisions of this notice. Incomplete, noncompliant, and/or proposals not meeting the formatting criteria will be eliminated from competition, and notification of elimination will be sent to the applicant. The agency intends to make a selection and award without conducting any discussions or allowing applicants to correct deficiencies or omissions in their applications. Consequently, they must ensure their applications are complete and accurate. However, while the agency intends to make a selection and award without discussions, it reserves the right to conduct discussions for the purpose of allowing applicants to revise their applications to correct deficiencies or omissions identified by the NRCS. If this is done, the agency will conduct discussions with all applicants and identify deficiencies and omissions and give applicants an opportunity to submit a revised application by a common cut-off date.

Merit/technical reviews will be conducted by a technical review board nominated by the approving official. Risk reviews will be conducted by the Grants and Agreements Service Branch. The approving official will make the final award decisions. The approving official for this opportunity is the Maryland State Conservationist.

4. Awards Over the Simplified Acquisition Threshold (if applicable)

Notice to applicants:

- a. Prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (\$250,000), the agency must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (the Federal Awardee Performance Integrity Information System, FAPIIS) (see 41 U.S.C. 2313 and 2 CFR 200.205(a));
- b. An applicant may review information in FAPIIS accessible through SAM and comment on any information about it that a Federal awarding agency previously entered;
- c. The agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.205, Federal awarding agency review of risk posed by applicants.

5. Anticipated Announcement and Federal Award Dates

The agency anticipates announcing or notifying successful and unsuccessful applicants by August 2019 and expects to have Federal awards in place by September 2019.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

The agency will provide notice that an application has been selected before it actually makes the Federal award. As such, the selection notification is not an authorization to begin performance. Any pre-award costs incurred by the awardee will not be reimbursed. The Notice of Grant and Agreement Award (form NRCS-ADS-093) signed by the authorized agency representative is the only authorizing document and will be provided electronically to the entity's authorized representative for signature.

Both successful and unsuccessful applicants will be notified of the award decision via letter.

2. Administrative and National Policy Requirements

All project funds will be used in accordance with 2 CFR 200 and NRCS' General Terms and Conditions; a copy of the General Terms and Conditions may be obtained by contacting the Federal Awarding Agency Contacts listed in this announcement.

3. Reporting

Reporting will follow NRCS' General Terms and Conditions but will generally include electronic submission of semiannual progress reports, quarterly financial status reports, and final reports.

If the Federal share of any agreement awarded under this opportunity notice may include more than \$500,000 over the period of performance, recipients must also comply with the post award reporting requirements reflected in Appendix XII of 2 CFR Part 200 —Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)

For questions regarding this opportunity, please contact one of the following individuals:

Administrative Contact (Primary Contact)

Name: Stephanie Mitchell

Grants Management Specialist

USDA-NRCS

Mailing Address: 4405 Bland Rd., Raleigh, NC 27609

Phone Number: 919-873-2054

Email: Stephanie.mitchell2@usda.gov

Program Contact

Name: Tiffany Davis

Farm Bill Program Specialist

USDA-NRCS

Mailing Address: 339 Busch's Frontage Rd, Suite 301, Annapolis, MD, 21409

Phone Number: 443-482-2950

Email: tiffany.davis@usda.gov

H. OTHER INFORMATION

1. Questions regarding this announcement must be submitted to the Administrative Contact identified above via email with the Opportunity Number in the subject line. Questions must be submitted by July 15th, 2019. A questions and answers document addressing all questions will be posted to the Related Documents tab of this announcement in Grants.gov as a modification by July 26th, 2019.

2. **Freedom of Information Act (FOIA)**

Proposals to NRCS are considered to be confidential information. Proposals are not shared with individuals or entities seeking public disclosure through the Freedom of Information Act (FOIA) without the consent of the applicant. More specifically, Executive Order 12600 and USDA FOIA regulation 7 CFR Part 1, Subpart A requires

the NRCS to provide notice to applicants that a third party has requested copies of their business information, and requires NRCS to consult with applicants regarding the releasing their records.

3. Government Obligation

The Federal Government is not obligated to make any Federal award as a result of the announcement. Only authorized federal officials can bind the Federal Government to the expenditure of funds.

U.S. Department of Agriculture Non-Discrimination Statement

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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 <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> 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.

Unique Qualifications Narrative Template

Maryland NRCS is looking forward to a productive and mutually beneficial partnership with an organization that can demonstrate a strong aptitude for and experience with easement acquisition services and contract management for land surveying, environmental reviews, title reviews, market analysis, property appraisals, and title agents/real estate attorneys. NRCS will be evaluating organizations based on the volume and variety of related work experience, the relevance of previous work experience, and the organization's staff capacity. Applicants that rank the highest will be considered for this funding opportunity. This narrative submission should not exceed 4 pages.

Part 1 –Variety and Length of Work Experience:

Complete the chart below to demonstrate the variety and quantity of easement acquisition service providers your organization has worked with. Also include the amount of experience (in years) your organization has working with these service providers.

Service Provider Type	How many service providers of this type has your company worked with?	How many years' experience does your company have working with these service providers?
Land Surveying Company		
Title Agent or Real Estate Attorney		
Environmental Review Company		
Land Surveying Company		
Market Analysis and Appraising Company		

Part 2 – Relevance of Previous Work Experience:

Describe to what extent your organization has worked with land surveying companies, title agent and real estate attorneys, environmental review companies, land surveying companies, and/or market analysis and appraising companies. Include information about the scope of the work and the role your organization played in meeting project goals and deadlines.

Part 3 – Organization’s Staff Capacity:

Detail your organization’s strategy to assign the appropriate personnel to this agreement. Include information about the workforce assets your team will bring to the table, such as your staff’s size and your staff’s unique capabilities to accomplish agreement deliverables.

STATEMENT OF WORK FOR THE
COOPERATIVE AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE NATURAL
RESOURCES CONSERVATION SERVICE
AND (RECIPIENT ORGANIZATION)

THIS AGREEMENT is between (RECIPIENT ORGANIZATION) and the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), 339 Busch's Frontage Road, Suite 301, Annapolis, Maryland 21409, hereinafter referred to as NRCS.

I. PURPOSE

The purpose of this agreement is to expedite completion of easement program projects by leveraging the assistance and expertise of (RECIPIENT ORGANIZATION). (RECIPIENT ORGANIZATION) has experience with contracting and bid acquisition for small and large natural resource related projects. (RECIPIENT ORGANIZATION) will work with NRCS to implement activities for properties enrolled in NRCS easement programs, including acquisition services and contract management for land surveying, environmental reviews, title reviews, market analysis, property appraisals, and title agents/real estate attorneys. The work of this agreement will mutually serve the missions of both organizations and will leverage the capabilities of both organizations to efficiently and effectively acquire easements.

II. OBJECTIVES

The objectives of this agreement are to obtain acquisition and closing services for easements on lands enrolled in NRCS easement programs (Agricultural Conservation Easement Program (ACEP). (RECIPIENT ORGANIZATION) will develop bid proposals, select contractors, manage contractors, and administer payments for these activities, as described in Section IV-B of this agreement. NRCS will have significant involvement in the acquisition of the easement boundary surveys, including site visits with surveyors and landowners, and technical assistance to ensure boundary surveyors meet program requirements.

III. RESPONSIBILITIES OF THE PARTIES

a. NRCS will:

- i. Provide funding up to the amount shown on the Notice of Award for accomplishments and deliverables as listed in this statement of work, completed during the agreement period of performance. Funding will not exceed the amount stated on the Notice of Award.
- ii. Reimburse (RECIPIENT ORGANIZATION) for indirect costs not to exceed 10% of the direct costs reimbursed under this agreement. Payment for the reimbursement of indirect costs not to exceed 10% shall be made with each SF-270 submission and calculated as 10% of the cost of the services provided for which payment is being requested.

- iii. Conduct an initial briefing at the NRCS State Office in Annapolis, Maryland within 30 days after the award. The purpose of the meeting will be to review the goals and objectives of the agreement.
- iv. For each site, provide (RECIPIENT ORGANIZATION) with landowner contact information, location maps of the proposed Easement Area, Maryland Department of Assessments and Taxation Real Property Data Search, and Deed(s).
- v. Provide an NRCS and/or partner project contact person for each site for identification and verification of proposed easement boundaries.
- vi. Review surveys and certify that easement boundary surveys meet NRCS requirements and specifications, as provided in Attachment B.
- vii. Provide (RECIPIENT ORGANIZATION) and/or the Surveyor with all necessary Conservation Easement Boundary Signs (without mounting hardware or posts).
- viii. Verify and certify the location of the boundary survey on-site, and address landowner/decision-maker concerns regarding boundary locations.
- ix. Verify and certify proper installment of boundary markers and sign-posts.
- x. Provide (RECIPIENT ORGANIZATION) with the most current Specifications for the service at the time the service is requested.

Provide individuals as designated agreement contact persons between the NRCS and the (RECIPIENT ORGANIZATION) regarding technical and administrative matters.

b. The Recipient will:

- i. Use the funds provided by NRCS to perform the work and to accomplish the deliverables and accomplishments identified in this agreement for the NRCS easement projects
- ii. Coordinate the deliverables and accomplishments with NRCS, landowners, and partners, as needed.
- iii. Develop bid proposals, select contractors, manage contracts/contractors, verify invoices, and submit payment requests. (RECIPIENT ORGANIZATION) shall verify that selected contractors are certified surveyors in good standing in the State of Maryland and have the capability to provide a complete and certified easement plat that can be filed with county land records.
- iv. Contract with professional vendors to complete the deliverables identified in Attachment A. Deliverables must be in accordance with Specifications for the service as provided by NRCS. NRCS will provide the most current Specification to (RECIPIENT ORGANIZATION) at the time the contract is made. Examples of the Specifications are in Attachments B - F of this agreement:
 - 1. Easement boundary surveys according to Attachment B,
 - 2. Specifications for Appraisals and Technical Reviews according to Attachment C

3. Title and Closing Specifications according to Attachment D
 4. Pre-acquisition Data Search according to Attachment E
 5. Area Wide Market Analysis according to Attachment F
- v. Instruct the selected contractor to coordinate with NRCS staff or designated partner, and landowners on deliverables identified in Attachment A.
 - vi. Verify contractor invoices and submit payment requests to NRCS only after receiving the necessary approvals from the NRCS Program Manager or designee.
 - vii. Comply with all of the requirements specified in the General Terms and Conditions which are incorporated as part of this agreement
 - viii. Provide all equipment and office space necessary to perform the services, unless provided by NRCS or a partner organization, and shall be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government- owned property or equipment.
 - ix. .

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

See Attachment A. Deliverables must be in accordance with Specifications for the service as provided by NRCS. NRCS will provide the most current Specification to (RECIPIENT ORGANIZATION) at the time the contract is made. Examples of the Specifications are in Attachments B - F of this agreement:

- i. Easement boundary surveys according to Attachment B
- ii. Specifications for Appraisals and Technical Reviews according to Attachment C
- iii. Title and Closing Specifications according to Attachment D
- iv. Pre-acquisition Data Search according to Attachment E
- v. Area Wide Market Analysis according to Attachment F

V. RESOURCES REQUIRED

- a. Recipient:
 - i. Staff
- b. NRCS:
Staff

VI. MILESTONES

Please refer to Attachment A for the anticipated deliverables and milestones

ATTACHMENT A

PROJECT DESCRIPTION

COOPERATIVE AGREEMENT NO. TBD

PROJECT INFORMATION

The Natural Resources Conservation Service in Maryland (NRCS) purchases conservation easements on private lands. The (RECIPIENT ORGANIZATION) will secure services related to closing on easements including preliminary title, title insurance, recording fees, boundary surveys, appraisals, associated appraisals services and market analysis.

The (RECIPIENT ORGANIZATION) will contract with vendors to procure the required services as specified in Attachment A-E for properties selected for funding or considered for funding, within their capacity and the funding made available through this agreement.

Program Funds may be moved from one project to another, in the same program, fund as necessary to complete the goals of the program.

Acquisition Services					
*Services include Title Services, Closing Services, Title Insurance, Recording Fees, Environmental Review, Boundary Survey, Appraisal, Market Analysis and any other service required to properly convey the easement					
Program	Planned Year	Cost Estimate	Activity	Number of Easements (Estimated)	Milestones
ACEP	2019-2021	\$200,000.00	All *Services Required to Convey Easement	6	¼ by 12/31/2020 Remaining by 12/31/2021
Market Analysis ACEP	2019-2021	\$25,000.00	Market Analysis	N/A	½ by 12/31/2020
Indirect Costs	2019-2021	\$22,500.00	Technical Assistance - Funds for indirect costs not to exceed 10%	N/A	¼ by 12/31/2020
Total		\$247,500.00			

ATTACHMENT B

-EXAMPLE -

A. SCOPE

A professional land surveyor, licensed or registered in the State where the land survey is to take place, must complete all legal easement boundary surveys, including ingress and egress routes required for Natural Resources Conservation Service (NRCS) easement programs. The work will consist of performing all surveys, measurements, computations, drawings, and descriptions required by this specification. NRCS will provide the surveyor with a deed, preliminary title search, location map and aerial photograph of the proposed easement area. The map will include the area to be surveyed, the ingress and egress routes or points of access, and any other applicable descriptive information. The surveyor must furnish plat maps, written descriptions of the easement area, suitable electronic media of the survey information, and other items as required herein.

Note: The NRCS map is only a general estimate of the proposed boundary lines. The survey will reveal the landowner's actual easement boundary lines.

B. QUALITY OF WORK

All land survey work must follow recognized professional practices and standards and meet the accuracy specifications and positional tolerances set forth in the regulations of the State where the survey will take place and the NRCS specifications defined herein. In the case of a discrepancy between the NRCS specifications and the State specific requirements, the more stringent requirements will govern. In addition, any land survey in a Public Land Survey System (PLSS) State must comply with the guidelines, directions, and procedures specified in the current Bureau of Land Management (BLM) "Manual of Surveying Instructions" (Manual), except where authorized by these Land Survey Specifications. The easement boundary and ingress and egress route description must be clear, accurate, complete, and meet NRCS's intent and program requirements. All notes, sketches, computations, and other data must be complete, legible, and organized in a manner that will allow reproduction of copies.

C. PERSONNEL AND EQUIPMENT

All work must be performed by, or under the direct supervision of, a person licensed or registered to practice land surveying in the State where the land survey is to take place. Other support personnel must have the training and experience to perform the work competently. Equipment for surveys must be of the quality and condition to provide the accuracy required. Equipment must be in good condition and in proper adjustment at all times. The surveyor must keep a record of all adjustments and provide records as requested. The surveyor will select the methods and instruments to be used for field data collection and boundary location. Methods such as traverse, triangulation, satellite and inertial positioning systems may be used.

The NRCS contracting officer (CO) may, at his or her discretion, designate a COR, or a technical representative to assist in preparing, awarding, administering, inspecting, and accepting the professional land surveying services contract. This will be determined on a State-by-State basis and referenced in the work order.

D. NOTIFICATION OF INTENT TO SURVEY

Prior to the start of survey field work, the surveyor must have an onsite presurvey field visit with the landowner or landowner's designated representative, NRCS contracting officer's representative (COR or technical representative) and NRCS designated conservationist. During this onsite presurvey visit, the proposed easement boundaries and the ingress and egress route or points of access will be reviewed. Known encroachments and conflict areas should be avoided and excluded from the easement.

Before fieldwork for surveying begins, the surveyor must notify the NRCS representative or designated conservationist and the landowner of the date and time for conducting the survey.

Notification must be a minimum of 3 business days prior to beginning work. If the work is not started on the planned date, the surveyor must notify the designated conservationist, COR, and landowner of the revised date and time that work will begin.

E. SURVEY AREA

The area to be surveyed should be marked by wooden stakes or flags during or prior to the onsite presurvey meeting by the designated conservationist, landowner or landowner's representative. Only boundary angle points should be staked or flagged sufficient for field verification by the surveyor, COR, and landowner.

In cases where NRCS has agreed with a landowner's request to exclude areas from within the easement perimeter, they will be surveyed as described herein, including the requirement for access routes to each excluded area of a sufficient width for vehicular travel. All private and public roads and associated roadway easement areas will be excluded from the easement boundary area, unless otherwise specified by NRCS. The net easement area will be reported by the surveyor and computed by subtracting the excluded areas and excluded road rights-of-way from the exterior perimeter boundary area. The net easement area will be computed to the nearest hundredth of an acre.

The boundary survey must be a complete perimeter traverse of the easement area tied to two monumented corners of the PLSS or two monumented corners of a recorded deed.

The surveyor must inspect documents provided by NRCS and recorded documents in the county register's office for the purpose of retrieving deeds of record and recorded plat maps for the subject and adjoining properties. Existing recorded easements, right-of-ways, onsite located unrecorded easements, utilities or infrastructure and exceptions listed in the preliminary title commitment must be plotted and shown on the final plat of survey.

The surveyor must show latitude and longitude based on the North American Datum of 1983 (NAD 83) along with State Plane Coordinates (NAD 83) for 1) the point of beginning for the easement area, 2) the point of beginning for the ingress and egress to the easement area, if applicable, and 3) at least four other corners of the easement area. All coordinate values shown will be georeferenced to the National Spatial Reference System (NSRS) in compliance with BLM "Incorporating Standards for the Positional Accuracy of Cadastral Surveys When Using Global Navigation Satellite Systems," and documented in such a manner that future surveyors can confidently replicate the position.

The easement area must not encroach on areas possessed by or subject to claims by others and must exclude any encroachments from adjoining properties. If the title line of the area to be surveyed differs from the area currently possessed or is subject to a claim by others, the differences must be shown on the plat of survey, noted in the surveyors report, and the easement area adjusted as follows:

- If the title lines fall short of the apparent lines of current possession, the easement boundary will not cross the title line.
- If the title lines cross apparent lines of current possession, the easement boundary will not cross the apparent lines as possessed.
- If title line and the adjoining property title line create an overlap or gap, the easement boundary will exclude the overlap or gap area.

Any conflicts or encroachments discovered by the surveyor in the course of the work must be reported to the COR in writing within 5 business days. The surveyor will not be required to resolve title or possession conflicts, but will be required to report facts and any professional opinions that may be relative to the conflict. The contractor must cease work in the area of conflict as directed by the COR.

Any significant (more than 10 percent) variation from the preliminary easement area estimated acres should be reported immediately to the COR and NRCS State easement program coordinator. The surveyor will not modify the easement area surveyed at the direction of the landowner or any other NRCS personnel except the NRCS CO or COR.

F. BOUNDARY LINES AND MARKING

The boundary line must be marked with visible monuments, witness posts with signs, painted tree blazings, and signs as appropriate. The markings must be visible from one marking to the next. **All signs, markers, blazings, and painting must face away from the easement area.**

Monuments and witness posts with signs must be installed by the surveyor prior to delivery of the final plat of the survey and legal description, unless otherwise specified by the CO. Monuments and witness posts with signs must be installed at each corner, angle point, road crossing, intersection of property lines, and approximately every 500 feet along the easement area boundary. Monuments and witness post must not be placed in the flow line of drainage ditches.

All monuments must be thoroughly described and specifically identified as set or found, whenever shown on maps or referred to in documents prepared by the surveyor. Descriptions of monuments must be sufficiently detailed to readily facilitate future recovery by other surveyors and to enable positive identification.

All monuments will be a minimum of 5/8-inch diameter solid steel rebar and a minimum of 24 inches long. Caps (approved by NRCS) must be placed on each monument. In open areas, the monument must be driven just below the ground surface. In wooded areas, monuments must not be driven below the ground surface. If there is a reason that such a monument cannot be established, the reason for a deviation from the NRCS specifications must be noted on the face of the plat of survey.

The surveyor must provide witness posts, sign bolts, and nuts. NRCS will provide the signs, and the surveyor will be required to pick them up at a location designated by NRCS. The surveyor must attach an NRCS boundary sign to the top of each witness post using a galvanized nut and bolt. Sign bolts must have a minimum length so as to protrude at least 1 inch past the firmly tightened nut and must be bent after attachment to the signs and posts to prevent the nuts from separating from the bolts. Witness posts must be steel "U" channel posts at least 78 inches in length and have a minimum weight of 2 lbs. per foot. Posts must be of a natural color, preferably green. A wire attachment is not acceptable.

If the proposed easement boundary is along a river, creek, bayou, lake, drainage ditch, or other water body the easement boundary to be surveyed will be determined on a case-by-case basis after onsite clarification with the NRCS COR or technical representative and landowner and in compliance with appropriate State law on water boundaries. In States where acquisition of riparian rights is necessary to obtain water rights, the easement boundary should follow the riparian boundary.

An offset witness corner is required on each boundary line intersecting a river, creek, bayou, lake, drainage ditch, or other water body boundary and for angle points that lie within the water boundary. The witness corner must be monumented to provide a visual marker on the ground for use in maintaining the boundary integrity. Witness corner locations will be as close to the actual corner as

practicable considering factors such as visibility, potential stream bank changes, encroachment, and recreational use in the area. Witness corner locations with bearings and distances to the actual corners must be clearly documented on the survey plat of the easement area and cited in the conservation easement boundary description.

In wooded areas, in addition to installing monuments and witness posts, all 10 inch minimum diameter (DBH) trees intersecting the boundary line must be blazed. The surveyor must also blaze 10- inch-minimum DBH trees that lie completely or partially within 3 feet of the inside of the easement boundary line so that the distance between blazed trees is no more than 100 feet. Trees must be blazed with two parallel horizontal marks facing away from the easement boundary. Trees intersecting the easement boundary line must be blazed with one vertical mark at both points where the easement boundary line penetrates the tree. The blazed marks must be painted with white tree marking paint. A *blaze* is a smoothed surface cut upon a tree trunk at about breast height. The bark and a small amount of the live wood tissue are removed with an axe or other cutting tool, leaving a flat surface that forever brands the tree. The size of the blaze depends somewhat upon the size of the tree, but should not be made larger than the surface of the axe blade. A blaze 6 inches in length and 2 to 3 inches in width is usually ample.

G. INGRESS AND EGRESS ROUTE (if applicable)

The land description will include a delineated route of ingress and egress. The ingress and egress route to the easement area will be described in the survey, shown on the survey plat, and recorded with the easement deed. The surveyor must tie the ingress and egress route to the easement boundary and to the designated public road. Monuments must be set at the points the ingress and egress route intersects the program easement boundary.

H. SURVEY DATA

All survey data obtained by the surveyor must be recorded and maintained in accordance with State standards of practice.

I. INSPECTION OF WORK

The NRCS CO, COR, technical representative or designated conservationist may make periodic inspections of any phase of the work as it progresses. The surveyor must, without charge, make available for inspection, originals or copies of such items as field notes, working plats and drawings, material obtained through research, computation sheets, computer printouts, correspondence to and from adjoining landowners, and any other item deemed necessary to ensure contract compliance and to verify accomplishments.

J. PRELIMINARY SURVEY REVIEW and FINAL SURVEY SUBMITTALS

Preliminary Survey Submittal: The surveyor will deliver the preliminary submittal to the NRCS within 45 days of issuance of the presurvey field visit. Prior to submittal of final, hardcopy documents, the surveyor must notify the NRCS CO, COR, or technical representative that the field work has been completed and must submit unsigned electronic files of the draft survey, easement legal descriptions, ingress and egress route descriptions (.pdf); the computer generated tabulation of bearings; and the draft surveyor's report. These documents must be of sufficient detail for the field review by the landowner and NRCS to verify that the monuments and witness posts are installed as required and to verify that the area surveyed represents the easement area to be conveyed. These files will be sent to the CO, COR, or NRCS technical representative as determined by the work order.

The NRCS CO, COR, or technical representative will review the preliminary survey documents based on the NRCS land survey specifications requirements and notify the surveyor of any initial revisions or modifications required. Upon receipt of acceptable preliminary survey submittals, the NRCS CO, COR, technical representative, or designated conservationist will meet with the landowner in the field to verify that the area surveyed represents the easement area to be conveyed. NRCS and the landowner

must document the onsite review and NRCS will notify the surveyor of any further revisions or modifications required. The NRCS Technical Representative shall make this certification within 30 days of receiving the Preliminary Submittal

In the case of a discrepancy in the lines as marked and the area intended to be conveyed, the surveyor maybe required to meet with NRCS and the landowner to reconcile the discrepancy. After the preliminary survey materials are determined acceptable and the onsite field review by NRCS and the landowner has been completed and documented on the "Easement Boundary Survey Field Review Memorandum to the File," the NRCS CO, COR, or technical reviewer will instruct the surveyor to provide final submittals.

Final Survey Submittal: Upon completion of the preliminary review by NRCS and receipt of written approval from the NRCS Technical Representative, the surveyor shall complete all work and provide the following deliverables directly to the (RECIPIENT ORGANIZATION) within 15 calendar days.

The survey plat must, at minimum, include the following items:

1. The surveyor's seal affixed to the survey plat, signed and dated by the surveyor.
2. Latitude and longitude and State plane coordinates (NAD 83) for the point of beginning and other specified points.
3. Location map inset showing easement area, major roads and nearest municipality.
4. The record description of the property or the reference to the source of the recorded description of the property on which the easement is located.
5. The survey description of the easement area as Exhibit A to the survey.
6. The survey description of the route of ingress and egress routes to the subject property as Exhibit B to the survey and shown on the survey plat. If easement is adjacent to a right-of-way maintained for public and there is no ingress and egress easement route the point of access from a public right-of-way to the easement area must be shown.
7. North arrow. Convergence angle between grid north and the true meridian as defined by the axis of the earth's rotation shall be shown.
8. Graphic scale.
9. The point of beginning of the easement boundary and the point of beginning of the ingress and egress easement route, if applicable, must be clearly identified and noted as such. If the point of commencement differs from the point of beginning it must be clearly identified and noted.
10. The surveyor must identify all lines on the plat of survey by line type or note. The surveyor must indicate and cite the source of all lines copied from previous surveys, copied from tax maps, or plotted from deeds.
11. Label adjoining properties listing landowner, recording information and property assessor identification information.
12. Show and label State, county and municipal boundaries that impact the easement area or ingress and egress routes.
13. The direction of courses, shown in bearings to whole seconds of arc, and the distances to hundredths of feet for all courses, course tables may be used on the survey plat. All data will be referenced to the appropriate State Plane Coordinate System, referenced to the NSRS U.S. Survey Foot, and basis of bearing to grid north of the appropriate state plane coordinate system.
14. The central angles, length of curves, radii, and the length and bearing of the long chords from the point of curvatures to the point of tangencies for each curve along the boundary line.

Note: In addition, curves should be noted on the survey plat as either simple curves, compound curves, or spiral curves (also note if they are railroad curves or highway

curves) curve tables may be used on the survey plat.

15. Scale factor and geoid used for State plane coordinate values with note stating what portion of the survey was performed using GPS equipment, the precision of work in relative positional accuracy and how GPS data was determined.
 - Type of GPS equipment used. Model number, manufacturer, and type of frequency.
 - Type of GPS survey performed (static, RTK, adjusted RTK, etc.).
16. Monuments identified as set or found, along with a description of the monument.
17. Area of the surveyed easement.
18. Observed evidence of possession or occupation and use by others on the subject parcel or across any boundary lines of the subject property.
19. Major topographical features shown such as highways, roads, field roads, railroads, trails, streams, creeks, and rivers that cross the property line.
20. Recorded encumbrances, rights of way or other easements as listed in the preliminary title commitment or found when researching deeds for the subject or adjoining properties.
21. Observed and field located evidence of any easements, utilities, or infrastructure not addressed in 19 and 20 above.
22. Sufficient data, diagrams, maps, and survey ties to corners to indicate that the location of the boundaries and corners of the property were correctly surveyed and located, including diagrams to show that the PLSS section or sections were properly surveyed and subdivided to locate PLSS aliquot parts and PLSS lots.
23. Name, registration number, address, and phone number of the professional land surveyor in responsible charge of the survey.
24. Client name.
25. Date survey was completed.
26. Title block in lower right hand corner of plat to include NRCS easement agreement name and number with number in the following format: **54-XXXX-XX-XXXXX**. The total acres in the easement will also be show in this title block.
27. Certification. The following statement must be included on each survey plat:
 “THIS IS TO CERTIFY THAT THIS SURVEY, DONE BY THE UNDERSIGNED, WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE **[insert name of State agency responsible for licensing surveyors]**. THE ACCURACY AND POSITION TOLERANCE ARE ALSO IN ACCORDANCE WITH RURAL SURVEYS AND HAS BEEN MADE IN STRICT CONFORMITY WITH THE NATURAL RESOURCES CONSERVATION SERVICE EASEMENT PROGRAMS LAND SURVEY SPECIFICATIONS.
28. The plat and description will be titled “Plat or Description of NRCS Conservation Easement, NRCS Agreement Number: _____ on lands of _____
 _____ (landowner name) prepared for USDA-Natural Resources Conservation Service.”

K. DELIVERABLES

The surveyor must provide the following to the NRCS CO, COR, or technical representative by the date stated in the task order.

1. Five original completed survey plat (24 inches by 36 inches) with required seal and signature. The surveyor will be responsible for ascertaining any special or particular requirements of the register of deeds in the county where the survey area is located as to the size of plat map required for recording, and furnishing plat maps of proper size for recording. Where multiple sheets are produced also produce an index sheet showing entire survey area. Lettering must be of sufficient size that it will remain legible after plat is reduced to the size required for recording.

2. Five reduced signed (11- by 17-inch) of the survey plat.
3. Five printed copies of the legal land descriptions of the easement area and ingress and egress routes depicted on the surveyor's survey plat. The following must be included in the legal description (as Exhibit A and B to the survey plat) of the property:
 - A clear statement of the relationship between the described property and the survey control or the basis of the unique location
 - The basis of bearings
 - Metes and bounds descriptions that include bearings or azimuths and distances related to the horizontal measurement at the mean ground elevation for the line above sea level to allow for computation and mathematical closure and acreage
 - Citations to the recording information or other identifying documentation for any maps, plats, or other documents referenced
 - Detailed description of any natural or artificial monuments referenced
 - Total acreage in easement area
 - NRCS easement name and agreement number in the title
4. Five copies of a computer-generated tabulation of bearings, distances, and coordinates around the easement area, with a closure statement indicating the cited bearings and distances meeting acceptable State standards for survey closure accuracies and the area of the easement.

Note: The survey plat, legal description, and tabulation demonstrating acceptable survey closure must all consistently traverse the perimeter of the easement area and ingress and egress routes in the same direction and with the same starting and ending points.
5. In PLSS States, legible copies of the most recent and current GLO/BLM original survey plat and original field notes, or the GLO/BLM resurvey plat and field notes for the surveyed sections in which the easement area is located.

Note: Copies of the survey plats and notes need only include the full sections in which the easement area is located; in the metes and bounds States, copies of the original source documents creating the subject parcel in which the easement area is located are acceptable.

6. The surveyor must provide a surveyor's report containing a narrative description of method used to locate points and theory of location applied in formulating the opinions as to the probable location of the boundaries and corners of the property.
7. Compact disk containing an electronic copy of the following (all files must reference NRCS agreement number):
 - AutoCAD, version 2009 file of the survey. The .dwg file will be georeferenced to the appropriate State Plane Coordinate System, referenced to the NSRS U.S. Survey Foot, and basis of bearing to grid north of the appropriate state plane coordinate system. The perimeter of the easement area and the ingress and egress routes should be attributed as a separate and extractable polyline layer or polygon feature component of the drawing for conversion to a Geographic Information System (GIS) geodatabase. Documentation identifying which coordinate system is used (for example, MO Coordinate System of 1983, West Zone, NAD 83 horizontal datum, survey units – U.S. Survey Foot).
 - Separate polygon shape files of the easement area and ingress and egress route with all points projected into the appropriate State plane coordinate system in a (.shp, .dbf or .shx) format.
 - Each polygon should contain the following attributes:
 - NRCS agreement number: **54-XXXX-XXXXXXX**
 - The method of data capture
 - Easement acres (value to the hundredth of an acre)

- Each polygon should have the following metadata:
 - Date generated
 - Software and version used to generate file
 - Brief description of process used to generate files
 - Provide ESRI ArcGIS Info shapefile (.shp, .dbf, .shx) or geodatabase (.gdb)
 - Projection must be clearly defined.
 - PDF file of the final signed survey plat. Where there are multiple sheets a single pdf combining all sheets. PDF files of items (K) (3) and (K) (4).
 - MS Word or text document containing the easement boundary descriptions and descriptions of the ingress and egress route if applicable.
8. When the final survey is complete and the final submittals have been presented for review, the NRCS CO, COR, technical representative, or designated conservationist will certify that the work has been completed according to the NRCS land survey specifications.

L. CONFLICT OF INTEREST

A surveyor must not survey a NRCS easement property for him or herself, spouse, children, partners, or business associates, and must not have a financial interest in the property to be covered by the proposed easement.

M. NONDISCLOSURE

Work performance required by this specification will involve access to potentially sensitive information about governmental and landowner issues. All survey contractor personnel must comply with the terms of AGAR 452.224-70, "Confidentiality of Information," as well as provisions of the Privacy Act of 1974, 5 U.S.C Section 552a. Additionally, the survey contractor's employees must comply with the rules governing the privacy of personal information relating to NRCS Programs, in accordance with section 1244 of title II of the Farm Security and Rural Investment Act of 2002 (Public Law 1078-171).

N. CIVIL RIGHTS AND PROGRAM DELIVERY

The survey contractor will ensure that personnel prohibit discrimination in all aspects of programs and activities related to the contract on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

Attachment C

-EXAMPLE -

Appraisals of Real Property and Technical Review of Appraisal Specifications/Statement of Work

Appraisals of Real Property Specifications/Statement of Work

A. Background Information

1. The United States of America, acting through the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) is considering purchasing a conservation easement to assist the landowner in protecting, restoring, and enhancing the original hydrology, native vegetation, and natural topography of eligible land, to restore and protect the functions and values of wetlands in the agricultural landscape, help achieve the national goal of no net loss of wetlands and improve the general environment. These lands may be placed under a conservation easement through Wetland Reserve Program and Wetland Reserve Easement (WRE) component of the Agricultural Conservation Easement Program (ACEP).
2. All appraisals completed for this program must comply with Uniform Standards of Professional Appraisal Practice (USPAP) and appraisal instructions as issued by NRCS.

B. Appraiser Qualifications

All real property appraisers performing appraisals under this program must:

1. Be State-certified general real property appraiser or obtain a temporary practice permit equal to State-certified general real property appraiser in compliance with Title XI of the Financial Institution's Reform, Recovery and Enforcement Act of 1989 (FIRREA) in the State or States where the subject property is located.
2. Be in good standing with the licensing authority where the credential was issued.
3. Not have received any disciplinary action within the past 5 years.
4. Have demonstrated competency in compliance with USPAP in conducting appraisals of rural and agricultural properties of the requested type.
5. Include documentation of the experience and education will be included in the appraisal report.

C. Purpose of the Appraisal Report

1. The purpose of the appraisals is to provide an opinion of market value, as defined below, of the proposed easement area as of a current date of value.
2. The appraisals must be completed in compliance with Uniform Standards of Professional Appraisal Practice and appraisal instructions issued by NRCS. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; Restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion and

support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. This format was formerly known as the “Self-Contained Reporting Option” prior

to the release of the 2014-2015 USPAP.

3. The market value definition that will be stated and used in developing and reporting this assignment is as follows:
 - a. "Market value" means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - i. buyer and seller are typically motivated;
 - ii. both parties are well informed or well advised and acting in what they consider their own best interests;
 - iii. a reasonable time is allowed for exposure to the open market;
 - iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - v. the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."
 - b. No other definition of market value is acceptable.

D. Information Provided By USDA/NRCS to the Appraiser

1. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified.
2. Legal description of subject property.
3. Preliminary legal description of the proposed easement area (survey to be completed later).
4. *Example: On attached aerial photograph, approximately 10.5 (outlined in dark ink) acres located on Map 20 Parcel 165 in Wicomico County, MD.*
5. Aerial photograph indicating the location and acreage of any conservation agreement, contract, or easement of any type that is associated with any part of the subject property.
6. Copy of the completed Form CCC-505, "FSA Voluntary Permanent Direct and Counter Cyclical Program (DCP) Base Acres Reduction," executed by the landowner for crop base/allotments located on the proposed easement area. This form will not be submitted to FSA until the easement is closed. The appraiser will verify the amount of crop base to be retired or moved on the proposed easement area and if any remaining crop base exists on the easement area. Documentation of production data will be provided to NRCS by landowner.

Note: Any crop base or allotment acquired by NRCS must be retired from Federal Government programs.

7. If irrigation rights are included in the easement area, documentation provided by NRCS will identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the wetland operation and other wetland conservation values. This volume will also be documented in the "Water Uses and Water Rights" exhibit attached to the conservation deed.
8. Applicable NRCS policy on "Determining Easement Values."
9. Recorded landowner(s) name, address, and telephone number.
10. Written permission from the landowner or an authorized representative authorizing the assigned appraiser to enter the property for appraisal purposes.
11. Specific details of any existing easements, reservations, or other restriction currently encumbering the subject property as provided by the landowner.
12. Current information as to the status of title of ownership, such as copies of deeds.
13. When available, a completed preliminary certificate of inspection and possession, the hazardous substance examination and checklist, and any available information pertaining to the probability of existence of hazardous substances that might be found on the property to be appraised.
14. Documentation of water rights owned, including name of irrigation company, number of shares or amount of ownership, and documentation concerning irrigation wells on the property to be appraised as provided by the landowner.
15. Copy of Warranty Easement Deed.
16. A copy of the recorded written access to the easement area or evidence that the easement area is accessible from a public road is required.
17. Copy of preliminary title commitment covering the proposed easement area

E. Background for the Appraisal Report

1. Prepare an appraisal report of an as is opinion of value based on the above market value definition of the proposed easement area.
2. Subject property will only be for the proposed easement area as provided by NRCS.
3. If irrigation rights are included in the easement area, documentation provided by NRCS will identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the wetland operation and other wetland conservation values as stated in E 7 below. This volume will also be documented in the "Water Uses and Water Rights" exhibit attached to the conservation deed. Irrigation water rights that are owned and used on the proposed subject property will be valued in the appraisal.

4. The appraiser will document if any portion these irrigation water rights can be removed from the subject property or not. If the irrigation water rights can be removed from the property, the appraiser will provide a value opinion of the value of each irrigation water right. The appraiser will consider only the irrigation water rights required to be retained on the subject property as identified by NRCS.
5. Client is RC & D Council.
6. Intended user is USDA/NRCS.
7. Intended use will be for NRCS consideration in determining the price of the conservation easement entering into an ACEP - Wetland Reserve Easement.
8. Exclusions of approaches to values, as stated in USPAP, must be strongly supported with solid reasoning.
9. Property rights to be appraised will be surface rights, timber, orchards or other permanent plantings, and any irrigation water rights. The irrigation water rights include wells, ditches, reservoirs, ponds, and lakes that provide irrigation on the subject property and are legally permitted. The value of any marketable standing timber that could be economically harvested will be considered by a timber cruise and included in any valuations. Other permanent plantings that are located on the subject property will be appraised and included in any valuations. Any building improvements and irrigation equipment, such as pivot sprinklers, moveable pipe, tow lines, etc., that are located in the proposed easement area will be excluded from the valuation.

F. The Appraisal Report

1. Description of Work Product

- a. The appraisal must meet the requirements of the Uniform Standards of Professional Appraisal Practice and appraisal instructions issued by NRCS.
- b. An appraisal report, as discussed in USPAP Standards Rule 2-2(a), must be provided; restricted appraisal reports are not acceptable. The appraisal report must contain the level of detail, discussion and support necessary for the client and intended users to comprehensively understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches used in the appraisal. This format was formerly known as the "Self-Contained Reporting Option" prior to the release of the 2014-2015 USPAP.
- c. The appraisal report can consist of a narrative report or a form report, or a combination may be used. The appraisal report must be in compliance with Uniform Standards of Professional Appraisal Practice, and must use the appraisal instructions guidelines as stated in these standards.
- d. The contract appraiser must personally inspect the subject property and comparable sales.
- e. The appraiser must talk personally to the property owner or the owner's agent or representative, and the property owner or the owner's agent or representative must be given an opportunity to accompany the appraiser

during his or her inspection of the subject property. The appraiser will document this discussion and if the landowner did or did not accompany the appraiser during the inspection in the appraisal report.

- f. The Uniform Residential Appraisal Report (URAR) is not acceptable. It may be incorporated into the report to assist in valuing the residence, but it cannot be used to evaluate the property and the easement affects.
- g. Reports must contain a table of contents with page numbers and sequentially numbered pages including addenda. Reports may contain handwritten page numbers.
- h. Reports must reference all environmental documents utilized by the appraiser in completing the appraisal. An environmental document will be required in the appraisal report as provided by NRCS, refer to D 12 above. The appraiser is a key individual in identifying potential environmental problems that may affect the value of the subject property.
- i. The appraiser will contact NRCS to resolve problems; clarify questions, letters of engagement (task orders), or other issues. Issues relating to the appraisal process will be relayed to the NRCS National Appraiser for guidance.
- j. The effective date of the appraisal report is the date the property was personally inspected by the appraiser.
- k. The appraiser will prominently state any crop base and allotment history located in the easement that has been included in the value.
- l. The appraisal report must be in typewritten or legible ink print form and/or automated or computerized forms.
- m. Only reports completed and submitted on 8½ x 11-inch paper or electronic format will be accepted.
- n. The appraisal report must be bound in a durable report cover with appropriate identification.
- o. The appraiser will provide two bound or one electronic copy of the initial final report to NRCS to obtain a technical review. Once the technical review is completed and the appraisal report accepted, the appraiser must provide three originals and one electronic copy of the appraisal to NRCS. Reference the above instructions, including exhibits, for details on appraisal reports, appraisal forms required, and required methodology and supporting documentation

2. Required Elements for WRE Appraisals

a. Part 1 Introduction

1. Title page,
2. Letter of transmittal,
3. Table of contents,
4. Appraiser's certification,
 - a. Follow USPAP guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was _____, and the method of inspection was _____." (If more than one person signs the report, this certification must clearly specify which

individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.

In my opinion, as of (date), the market value of the proposed easement parcel is \$_____.

By: [REDACTED] (signature) _____ Date: _____

Print Name _____

Printed Name and Professional _____

Accreditation State Certification # _____

5. Summary of salient facts
6. Photographs of subject property. Provide original color photographs or high quality color copies of photographs of the appraised property. Photographs may be a separate exhibit in the addenda or included with the narrative description of the appraised property and comparable sales. Show the following information with each photograph:
 - a. Identify the photographed scene. Indicate direction of view, vantage point, and other pertinent information.
 - b. An aerial photo should be used to show the location of the photos.
 - c. The name of the photographer
 - d. The date the photograph was taken.
7. Statement of assumptions and limiting conditions.
 - a. All appraisal reports submitted to the NRCS for review become the property of the NRCS and may be used for any legal and proper purpose. Therefore, a condition that limits distribution of the report is not permitted.
 - b. Include a statement similar to the following in this section:

"I recognize that appraisal reports submitted to the NRCS for review may be used by NRCS for any legal and proper purpose."
 - c. If the appraisal has been made subject to any encumbrances against the property, such as easements, that must be stated. It is unacceptable to state that the property has been appraised as if free and clear of all encumbrances, except as stated in the body of the report; the encumbrances must be identified in this section of the report. Refer to D 17 above.
 - d. The property must have legal access to the easement area that provides NRCS and partners legal access to restore, maintain and monitor the purpose and function for which the easement was placed. The legal access route will be shown on a map of the subject property. If the property does not have sufficient legal access to the easement area, the appraisal should not proceed.
 - e. If improvements are located on the proposed easement area, the after value will include a hypothetical condition that the improvements have been removed. The after value will also

- include a hypothetical condition that the easement is in place. The use of any other hypothetical conditions is not permitted.
- f. The use of an uninstructed assumption or hypothetical condition that results in other than “as is” market value will invalidate the appraisal. Include only factors relating to the appraisal problem. Assumptions and limiting conditions that are speculative in nature are inappropriate. Do not include limiting conditions that significantly restrict the application of the appraisal.
- g. A contract appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading. Client instructions must have a sound foundation, be in writing, and included in the appraisal report.
- 8. Scope of the appraisal
 - a. This section must fully describe the extent of investigation and analysis. The scope of work should be consistent with the intended use of the appraisal.
 - b. Summarize the appraisal problem
- 9. Purpose of the appraisal will be as stated in C above.

b. Part 2 Factual Data

- 1. Legal description
- 2. Area, city and neighborhood data
- 3. Property data
 - a. Site
 - b. Dwellings and associated improvements
 - c. Fixtures, livestock, and forage production structures and facilities
 - d. Use history
 - e. Sales history
 - Include a 3-year record of all sales of the appraised property and, if the information is available, offers to buy or sell.
 - f. Rental history
 - A 3-year rental history is required. An unsupported statement that the rent does not represent market or economic rent is unacceptable.
 - g. Assessed value and annual tax load
 - h. Zoning and other land use regulations
 - The contract appraiser must identify, in addition to zoning, all other land-use and environmental regulations, outstanding rights, and reservations that have an impact on the highest and best use and value of the property.
 - i. Appraised property map or plat. Show the dimensions and topography of the appraised property in detail on a large-scale topographic map, at least 2 inches to the mile. The map may be placed here or in the addenda.
 - j. Aerial photograph of the subject property with the location of the proposed easement area identified, access to the easement area identified, easement boundary identified, and an estimate of the acres in the proposed easement identified

c. **Part 3 – Data Analysis and Conclusions**

1. Analyses of Highest and Best Use

- a. For this appraisal highest and best use is defined as “The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.” The contract appraiser may also refer to definitions as found in “The Dictionary of Real Estate Appraisal.”
- b. The highest and best use conclusion must be clearly supported by market evidence. Sale or exchange to the United States or other public entity is not an acceptable highest and best use. The use for which the Federal Government will put the property after it has been acquired is, as a general rule, an improper highest and best use. A noneconomic highest and best use, such as “conservation,” “natural lands,” “preservation,” or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
- c. If the highest and best use is for assemblage, describe and explain the relationship of the appraised property to the property to which it would be joined.
- d. If speculation or investment is the highest and best use of the property, describe and explain its interim and most probable ultimate use.
- e. When there is a claim that the highest and best use of a property is something other than the property’s existing use, the burden of proof is on the contract appraiser.
- f. Market value cannot be predicated upon potential uses that are speculative and conjectural.
- g. The contract appraiser’s opinion of a reasonable probability of a zoning change must have a factual foundation. The appraisal report must include a description of the investigation undertaken to determine the probability of rezoning. The investigation must include thorough research of the uses and zoning of properties situated similarly to the subject property within the area covered by the zoning authority. The stated rezoning conclusion must be supported by facts surfaced in the research. A property cannot be valued as if it were already rezoned for a different use. The property must be valued only in light of the probability of obtaining a zoning change.

2. Value Estimate by the Cost Approach

- a. Estimate the value of the land as though vacant and available for its highest and best use. Estimating land value by the use of confirmed sales of comparable, or nearly comparable, lands having like optimum uses is the preferred method.
- b. If the cost approach is not used, explain the reasons for not developing.

3. Value Estimate by the Sales Comparison Approach

- a. Nearby arm’s length transactions, comparable to the property under appraisal, and reasonably current, are the best evidence of market value. The Federal courts recognize the sales comparison approach as being normally the best evidence of market value.
- b. When supportable by market evidence, the use of quantified

adjustments is preferred. Percentage and dollar adjustments may, and often should, be combined. Qualitative adjustments are used when there is inadequate market data to support quantitative adjustments. Factors that cannot be quantified are dealt with in qualitative analysis. When quantitative and qualitative adjustments are both used in the adjustment process, all quantitative adjustments should be made first.

- c. Provide market evidence and/or supporting narrative for each adjustment used.
 - i. Each quantitative adjustment requires supporting market evidence. Explain how the adjustment was determined and how it is applied to the comparable.
 - ii. Each qualitative adjustment requires significant discussion to explain why it is necessary and explain the reason for the differences.
- d. Include a sales adjustment chart summarizing the adjustments and showing the final adjusted sale prices and how the sales compare with the subject property.
- e. The documentation of each comparable sale must include:
 - i. Parties to the transaction
 - ii. Date of transaction
 - iii. Confirmation of the transaction
 - iv. Confirm the transaction with the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale.
 - v. Buyer motivation
 - vi. Location
 - vii. Size
 - viii. Legal description
 - ix. Property rights conveyed and by what method did title transfer such as warranty deed, purchase contract
 - x. Consideration
 - xi. Financing terms
 - xii. Sale conditions - verify if the sale was an arm's length or distressed sale.
 - xiii. Improvements
 - xiv. Physical description
 - 1. Describe topography, vegetative cover, water influence, improvements, irrigation water, soils and other characteristics.
 - xv. Nonrealty items
 - xvi. Economic characteristics
 - xvii. Zoning
 - xviii. Current use
 - xix. Topographic map
 - xx. Photographs
 - 1. Improvements
 - 2. Land/Lot
- f. In order to make meaningful comparisons between the sales and the appraised property, NRCS requires inspection of all sales directly compared with the appraised property. Waiver of the comparable sale inspection requirement must be made in writing by

an authorized official in the form of a supplemental appraisal instruction. There may be no waiver of the requirement for inspection of the appraised property.

- g. If the sales comparison approach is not used, explain the reasons for not developing.
- 4. Value Estimate by the Income Approach
 - a. All data must be market supported.
 - b. If the income approach is not used, explain the reasons for not developing.
- 5. Correlation and Reconciliation of the Final Estimate
 - a. The contract appraiser must avoid making a summation appraisal.
 - b. Appraisers are responsible for the final opinion of value even if it relies upon estimates developed by others (such as, timber cruisers, or cost estimators). Value estimates developed by others, if needed will be the appraiser's responsibility.

d. Part 6 Exhibits and Addenda

- 1. Location Map
 - a. Maps must clearly identify the property and be of sufficient quality to enable the review appraiser to locate the property on the ground. Maps must be dated, include a legend, scale, and north arrow. The report must contain original maps or vivid color copies.
 - i. Area Map.—This is a small-scale map showing the general location of the subject market area.
 - ii. Neighborhood Map.—This map shows the appraised property and its immediate neighborhood.
 - iii. Tract Map or Plat.—This map is a large-scale (2-inch/mile) United States Geological Survey (USGS) or similar quality map that shows the appraised property and pertinent physical features such as roads, streams, and improvements. If portions of the appraised property are assigned separate contributory values to the whole, these areas must be delineated on this map, or a separate map.
 - iv. Photograph Map.—This is a map, lot plat, or aerial photograph showing the location of the subject pictures
- 2. Comparable Data Maps
 - a. This map must show the location of the appraised property and the sales. Delineate the boundaries of the appraised properties and comparable sales when the map is of sufficient scale to be meaningful. If all pertinent comparable sales cannot be shown on the same map as the appraised property, a smaller-scale map (such as a state road map) may be included in addition to the larger scale map.
- 3. Detail of Comparative Data
 - a. Include a completed form showing all information for each comparable transaction used in the appraisal. Include a plat (if available), a USGS topographic map (if appropriate), and color photos of each sale. The transaction number must match the number of the transaction listed in the report.
- 4. Plot Plan

5. Title Evidence Report
 - a. Include a copy of the preliminary title report for the non-Federal land if available.
6. Other Pertinent Exhibits
 - a. Present additional data such as documents and charts pertinent to the valuation and referred to in the body of the appraisal. Exhibits may include:
 - i. A copy of the Warranty Easement Deed.
 - ii. A copy of technical reports from specialists. This may include a timber cruise summary signed by a timber cruiser, or a road plan signed by an engineer.
 - iii. Property owner permission to appraise.
7. Qualifications of Appraiser
 - a. The contract appraisers must provide evidence of compliance with the certification requirements of the State of Maryland.
 - b. The contract appraisers must provide documentation of compliance with experience requirements.
 - c. The contract appraisers must provide documentation of meeting the education requirements.
 - d. Engagement instructions received from the client.

G. Appraisal Reviews

1. All appraisal reports are subject to a technical appraisal review conducted for compliance with NRCS appraisal instructions and USPAP prior to acceptance by NRCS.
2. Any deficiencies in the appraisal report will be returned to the appraiser for revisions, additional support, or explanation, and or corrections to the original appraisal report in a supplemental report format as in section H, below.
3. All revisions will be subject to a technical review for compliance with the original and subsequent instructions.
4. Any appraisal report revisions required by the technical reviewer must be completed and returned within 14 calendar days after receipt of comments.
5. Supplemental appraisal reports will be submitted by NRCS to the technical reviewer no more than three times. If, after the third submission, the report is still found to be unacceptable, the report will be rejected and/or disapproved. The review appraiser will clearly show why the appraisal report is inadequate.

H. Format for Supplemental Appraisal Reports

1. Supplements or amendments to appraisal reports, such as correcting deficiencies in the appraisal report, revisions, additional support or explanation, changes in acreage, change in value, updating the effective date or title conditions must be referenced for incorporation with the original report in accordance with USPAP and is required in the following format. All items must be addressed.

- a. Title Page
Include the same information as on the original appraisal report.
Label the report as a "Supplemental Appraisal Report to the Appraisal Report for _____."
- b. Summary of Facts
 - i. Owner's name or other identification of the property.
 - ii. Size.
 - iii. Highest and best use.
 - iv. New opinion of value.
 - v. Valuation date
 - a. Effective date of the original report or
 - b. The date of the new inspection for updating the effective date.
- c. Summary of Original Appraisal
Cite the date and value opinion from the original appraisal. If previous updates have been made since the original appraisal, cite value opinions from all updates as well as the original appraisal.
- d. Changes
Explain the reason for the appraisal supplement; such as, to update an opinion of value based upon changes in acres do to survey, amend a previous appraisal report, add additional support or explanation, or other reasons.
- e. Revised Opinion of Value
Revised opinions of value will be made as of the effective date of the original appraisal only. Discuss the method used to revise the opinion of value and cite the evidence and/or analysis of trends that support the revised value opinion. Conclude with a statement of the revised opinion of value and the original valuation date, followed by the contract appraiser's signature.
- f. Certification
Follow USPAP guidelines as applicable, but include the following:

"I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date(s) of inspection was _____, and the method of inspection _____."
(If more than one person signs the report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property and sales. The contract appraiser must inspect the appraised property.)

In my opinion, as of (date) _____, the market value of the proposed easement parcel is \$_____.

By: _____ (signature) _____ Date: _____
Print Name _____
Professional Accreditation State _____
Certification # _____

- g. **Addenda**
Include sales data detail for new sales cited, summaries of data and trend analyses, maps of sales analyzed, and any other information relied upon but not included in the text.
- h. **Binding**
If the Supplemental Appraisal Report comprises more than four pages, it must be bound in a durable report cover with appropriate identification.
- i. **Electronic Copy**
An electronic copy of the supplemental report will be provided along with the hardcopy.

TECHNICAL REVIEW OF APPRAISALS FOR NRCS EASEMENT PROGRAMS

STATEMENT OF WORK

A. OBJECTIVE:

The Natural Resources Conservation Service (NRCS) requires real property appraisals for parcels proposed for inclusion in the easement programs described below (easement appraisal). The objective of this order is to obtain technical reviews of easement appraisal to ensure compliance with NRCS specifications and program requirements.

B. BACKGROUND:

NRCS easement programs authorize the acquisition of easement rights from willing landowners for conservation purposes. NRCS is the lead agency within the USDA charged with administering the Agricultural Conservation Easement Program Agricultural Land Easement component (ACEP-ALE), Agricultural Conservation Easement Program Wetland Reserve Easement component (ACEP-WRE), Farm and Ranch Lands Protection Program (FRPP), Wetlands Reserve Program (WRP), Emergency Watershed Protection Program Floodplain Easements (EWPP-FPE), Healthy Forests Reserve Program (HFRP) and Grasslands Reserve Program (GRP). Appraisal reports are used to determine easement value according to NRCS program policy.

Each easement program has different appraisal requirements. WRE and WRP require a market value appraisal of the proposed easement area only.

The NRCS national appraiser is responsible for interpretation of the program appraisal specifications and other valuation policies. The contractor will have access to the NRCS national appraiser for guidance and clarification of policy. Contact information for the national appraiser is provided in section H below.

C. SCOPE:

The contractor will perform technical reviews of easement appraisals as described in attachment 2, the technical review specifications. The technical review specifications includes specific instructions for developing a technical appraisal review report, which will constitute the deliverables (technical review report). The technical review report will indicate whether

the reviewed easement appraisal conforms to applicable program requirements and appraisal specifications and whether it is approved or disapproved. The services will be performed in the contractors' office location.

D. CONFLICT OF INTEREST:

A contractor may not perform a technical review of an appraisal prepared or submitted to NRCS by his or her spouse, child, employee, partner, business associate, or any entity employing his or her spouse, child, partner, or business associate. Furthermore, the contractor may not perform a technical review of an appraisal for any property in which the contractor, his or her spouse, child, employee, partner, or business associate has a financial or any other interest.

E. DELIVERY

The RC & D Council will provide the contractor a copy of the easement appraisal for which an appraisal review is requested. The contractor must deliver completed technical review reports to NRCS within 22 business days of the contractor's receipt of order and the applicable easement appraisal. In addition, the contractor must email an electronic copy of each technical review report to the NRCS national appraiser (identified below).

F. DISAPPROVED APPRAISALS AND SECOND REVIEWS

In the event the contractor finds deficiencies in an easement appraisal, he or she must work with the appraiser as described in the technical review specification and attempt to correct the deficiencies. If attempts to resolve the deficiencies prove unsuccessful and the contractor must disapprove the easement appraisal, NRCS will determine whether to obtain a new easement appraisal from a different appraiser or to continue working with the initial appraiser to correct deficiencies. In either instance, the contractor must provide documentation in the review report to the CO of any corrections or changes to the easement appraisal made by the appraiser. Correspondence received from the appraiser should be included in the technical review report as an addendum. Such documentation is required and an integral part of the deliverables.

G. QUALITY ASSURANCE

Quality assurance is the responsibility of the contractor. The NRCS national appraiser may perform quality assurance activities or audit completed technical review reports submitted by the contractor to ensure compliance with NRCS specifications and the requirements of the applicable NRCS easement program. The contractor will be required to correct any nonconforming technical review reports. The contractor must fully participate in reasonable quality assurance activities, such as periodically scheduled conference calls, and must make available any subcontractors for consultation with the NRCS national appraiser for quality assurance purposes.

H. NRCS NATIONAL APPRAISER CONTACT INFORMATION

NRCS National Appraiser
Robert Ramsey

robert.ramsey@wdc.usda.gov

I. SHIPMENT OF DELIVERABLES

Deliverables may be submitted by electronic means at the discretion of the R C & D Council.

TECHNICAL APPRAISAL REVIEW FOR APPRAISALS OF REAL PROPERTY SPECIFICATIONS

A. BACKGROUND INFORMATION

The United States of America, acting through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) administers a number of conservation easement programs through which NRCS provides funds to protect, preserve, restore, and maintain farm lands, ranch lands, grassland, floodplains, wetlands, forestlands, and other natural resources. NRCS programs protect these resources in numerous ways: by providing eligible entities with cost-share assistance to purchase easements protecting eligible lands from conversion to nonagricultural uses thereby preserving valuable farm and ranch lands for future generations; through direct easement purchase from eligible landowners to protect, restore, and maintain wetlands and associated habitats or forest lands to promote water quality, the recovery of endangered and threatened species, improved plant and animal biodiversity, and enhanced carbon sequestration; and by removing threats to life and property that remain in the nation's watersheds in the aftermath of natural disasters and preventing future disasters. These objectives are accomplished through NRCS easement acquisition procedures for the Agricultural Conservation Easement Program Agricultural Land Easement component (ACEP-ALE), Agricultural Conservation Easement Program Wetland Reserve Easement component (ACEP-WRE), Farm and Ranch Lands Protection Program (FRPP), Wetlands Reserve Program (WRP), Emergency Watershed Protection Program Flood Plain Easements (EWPP-FPE), Healthy Forest Reserve Program (HFRP), and Grassland Reserve Program (GRP). Each easement program has specific goals, objectives, and specific real property appraisal specifications because of the interests the USA holds and manages.

All appraisals completed for these programs (easement appraisals) must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the NRCS appraisal specifications that pertain to the applicable NRCS easement program. For FRPP and ACEP-ALE may at the discretion of the eligible entity, also conform to the Uniform Appraisal Standards for Federal Land Acquisitions as applicable (UASFLA, i.e. Yellow Book). The easement appraisal is presented in an appraisal report that includes the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all reviewers and NRCS users have an adequate understanding of the statements, opinions and conclusions offered within the report.

Technical appraisal reviews (technical reviews) will be completed according to the requirements for the appropriate easement program. The technical appraisal review will certify compliance with applicable industry standards, NRCS appraisal specifications, and program related requirements concerning the completion of the easement appraisal.

The easement appraisal will show the RC & D Council as the client and must show NRCS as an intended user. The easement appraisals be completed according to the applicable appraisal instructions and specifications for the program involved with the appraisal.

B. REVIEW APPRAISER QUALIFICATIONS

Any real property appraisal reviewer (review appraiser) performing technical reviews must be a State-certified general real property appraiser, in conformance with title XI of the Financial Institution's Reform, Recovery and Enforcement Act of 1989. The review appraiser must be in good standing with the licensing authority where the applicable credential was issued and must not have had any disciplinary action taken by the licensing authority. Review appraisers must have demonstrated competency in compliance with USPAP and UASFLA in conducting and reviewing appraisals both with and without conservation easements of the requested type and must have completed at least 40 hours of coursework in conducting technical appraisal reviews. In addition, review appraisers must complete a Yellow Book course and a course in either valuation of conservation easements or eminent domain. These qualifications apply to any review appraiser providing services, whether employed by the contractor or any subcontractor.

C. PURPOSE OF THE TECHNICAL REVIEW REPORTS

The review appraiser must document the results of his or her technical appraisal review in a technical review report, which constitutes the primary deliverable. The required components and format for the technical review report are described in detail at the end of this document.

1. USPAP APPRAISALS: The purpose of the technical review report is to provide an opinion of the acceptability of the USPAP appraisal that provides a supported market value of the proposed easement as follows:

- (a) For WRP or ACEP-WRE only: Market value appraisals provide the "as is" or current market value of the property on which the WRE easement will be placed. The appraisal is completed in compliance with USPAP and NRCS WRE appraisal specifications.
- (b) For all non-WRE enrollments (ACEP-ALE, EWPP-FPE, FRPP, GRP, HFRP): Conservation easement appraisals are "before and after" appraisals. The appraisal provides the market value of the easement property before the easement is placed and the market value of the easement property after the easement is placed on the property. The difference in the two values is the indication of the effect of the easement on the property, or the value of the easement.

2. The easement appraisal reports used in NRCS easement programs require the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all reviewers and NRCS users have an adequate understanding of the statements, opinions and conclusions offered within the report. The easement appraisal reports and technical review report must be completed in compliance with USPAP and NRCS appraisal specifications.

The market value definition that will be stated and used in developing and reporting this assignment is as follows:

"Market value" means the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby—

- (a) buyer and seller are typically motivated;
- (b) both parties are well informed or well advised and acting in what they consider their own best interests;
- (c) a reasonable time is allowed for exposure to the open market;
- (d) payment is made in terms of cash in U.S. dollars or in terms of financial

arrangements comparable thereto; and

(f) the price represents the normal considerations for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

No other definition of market value is acceptable for USPAP appraisals.

A separate technical review report of each easement appraisal will be conducted if two or more easement appraisals have been requested.

3. YELLOW BOOK i.e. UASFLA APPRAISALS: The purpose of the technical review report is to provide an opinion of the acceptability of the easement appraisal that provides a market value of the subject property (larger parcel) before acquisition of an easement (*before* value) and an opinion of market value of the subject property remaining after the proposed easement has been placed (*after* value) as of a current date, minus any adjustments for excess irrigation water to arrive at the effect on value of the easement. The easement appraisal and technical review must be completed in compliance with USPAP, UASFLA and NRCS appraisal instructions. For the purpose of these technical appraisal reviews, the Federal rules for acquisition will be used.

The purpose of two opinions of value is to establish the effect on value resulting from imposition of a conservation easement. A key concept in this appraisal process is defining the larger parcel, which is required to begin the appraisal process.

The market value definition that will be stated and used in developing and reporting this assignment is the definition as stated in the Yellow Book:

“Market value is the amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”

4. No other definition of market value is acceptable for Yellow Book appraisals.

D. SCOPE OF WORK

The scope of work is a desk technical review and examination 1) to ensure the easement appraisal meets the definition of appraisal as required; 2) to ensure that it meets applicable NRCS appraisal requirements, which include Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), as applicable; and 3) to ensure that it complies with all appraisal instructions issued by NRCS for the easement program proposed in the easement appraisal. The technical review report must comply with USPAP Standard 3; UASFLA, as applicable; and appraisal instructions issued by NRCS. It must be typewritten, dated, and signed by the review appraiser. All items contained in Standard 3 of USPAP must be documented by the review appraiser in the technical review report. The review appraiser must make a determination as to the acceptability of the easement appraisal in accordance with instructions provided to the appraiser and the instructions contained herein. The review appraiser may consult with the national appraiser (identified in attachment 1) at any time during the review process.

The review appraiser must obtain a copy of the listed standards at his or her own expense and have them available during the technical review for reference. NRCS appraisal specifications for the easement programs covered by this order are found in the program manuals listed in section F below.

The review appraiser will determine if the easement appraisal is approved or not approved.

If the easement appraisal cannot be approved initially when submitted, the review appraiser will contact the appraiser and provide the appraiser the reasons the easement appraisal was not approved initially and permit the appraiser to make the necessary corrections or provide additional documentation to the easement appraisal. Minor typographical errors or issues that affect a few pages may be corrected through replacement pages. For more substantial corrections or where additional documentation is required, a supplemental report must be provided by the appraiser. The decision to have the appraiser provide corrected pages or a supplemental report is the responsibility of the review appraiser. The review appraiser must identify in the technical review report submitted to the NRCS ordering contracting officer (CO) all changes to the original easement appraisal made by the appraiser. The review appraiser must include correspondence received from the appraiser in the technical review report as an addendum.

If the easement appraisal report clearly does not meet the NRCS specifications and the review appraiser feels it cannot be easily corrected or the appraiser does not meet the qualifications, the review appraiser must contact the national appraiser to determine if the appraisal report can be disapproved without first contacting the appraiser.

1. Approved

If the review appraiser determines the easement appraisal is approved, the review appraiser must set forth in the technical review report the recommended value of the appraised property as well as a statement indicating the easement appraisal complies with the assignment standards, adequately supports the value estimate, and complies with contract requirements. The technical review report must document any corrections or changes that were implemented by the appraiser after submission of the initial easement appraisal.

2. Not Approved

If, after the review appraiser makes diligent, documented efforts to get the needed support and improvements from the appraiser, the easement appraisal still does not meet acceptable standards and the value estimate is not adequately supported, the review appraiser may not approve the easement appraisal. The review appraiser must clearly show why the easement appraisal is inadequate in the technical review report. The review appraiser may consult with the national appraiser before making a final determination, though such consultation is not required.

If the review appraiser determines the easement appraisal is not acceptable, he or she must indicate the reasons the easement appraisal was not acceptable in the technical review report. The technical review report must document any corrections or changes that were implemented by the appraiser after submission of the initial easement appraisal. The NRCS office that ordered the review will determine if the easement appraisal report should be returned to the appraiser for corrections or if a new easement appraisal should be ordered from a new appraiser.

3. Limitations

- a. The review appraiser may not change an easement appraisal, except for minor mathematical or typographical errors, and must call those minor changes to the appraiser's attention. No one, except the original appraiser, is permitted to edit or otherwise revise the original easement appraisal.
- b. The review appraiser may not substitute personal judgment for that of the appraiser, nor dismiss

careful appraisal judgment solely because it cannot be supported by conclusive market data. However, the review appraiser may question the appraiser's judgment when it is illogical, unreasonable, not supported by data cited, or is inconsistent with other data.

c. The review appraiser must not allow agency goals or adversarial pressure to influence his or her opinion of an easement appraisal's value estimate. The review appraiser's personal opinion regarding the proposed action must not influence the review process.

d. The review appraiser must not attempt to influence the appraiser's judgment or direct the appraiser toward a value estimate. The only effort should be to obtain a properly supported value estimate based on factual evidence and valid analysis of all facts available through use of approved appraisal approaches and techniques. Minor technical nonconformance with the UASFLA, USPAP, or NRCS appraisal specifications and instructions should not be the cause of rejection of an easement appraisal unless the deficiencies affect the reliability of the value estimate; however, these minor technical nonconformance issues must be addressed in the technical review report.

e. UASFLA Appraisals – UASFLA and USPAP Conflicts: Conflicts between UASFLA and USPAP are minimal. When there is conflict, UASFLA takes precedence. It may be necessary to invoke the jurisdictional exception rule to USPAP to meet certain standards of the UASFLA. Invocation of the jurisdictional exception rule should never be invoked lightly and must include citation of the overriding Federal policy, rule, or regulation that requires it.

E. BACKGROUND FOR THE TECHNICAL REVIEW REPORT

1. Client is USDA/NRCS.

2. Intended user is USDA/NRCS.

3. Intended use will be for USDA/NRCS determination of acceptability of the easement appraisals for use in consideration in determining the effect on value of the easement for lands entering into NRCS easement programs.

4. Property rights to be appraised will be surface rights, improvements such as homes, barns, hay sheds and fencing, timber, orchards or other permanent plantings, and any irrigation water rights. Crop base and or allotments will be clearly identified that are located on the subject property in both the before and after condition. The value of any marketable standing timber that could be economically harvested will be considered by a timber cruise and included in any valuations. Other permanent plantings that are located on the subject property will be appraised and included in any valuations. Any irrigation equipment such as pivot sprinklers, moveable pipe, tow lines etc. that are located in the proposed easement area will be included in the valuation.

5. If irrigation rights are included in the easement area, documentation provided by NRCS will identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the farmland or ranchland operation and other agricultural conservation values or meet restoration and habitat objectives. The irrigation water rights include wells, ditches, reservoirs, ponds, and lakes that provide irrigation on the subject property and are legally permitted. This volume will also be documented in the conservation plan and identified in an exhibit to the conservation deed. Irrigation water rights that are legally owned and used on the proposed subject property will be described and valued in the appraisal. The appraiser will document if any portion these irrigation water rights can be removed from the subject property or not. If the irrigation water rights can be removed from the property, the appraiser will provide a value opinion of the value of

each irrigation water right. The appraiser will consider only the irrigation water rights required to be retained on the subject property as identified by NRCS in the after valuation.

Irrigated units may have excess irrigation water rights in the after condition due to change in use of the land. The value of these excess irrigation water rights, if they can be sold or leased, will be deducted from the difference between the unencumbered and encumbered values. This is necessary to determine compensation for rights obtained by the government and rights retained by the property owner.

6. A copy of the work order to the appraiser, appraiser instructions, and all related information will be provided to the review appraiser by the NRCS for NRCS ordered appraisals.

7. All technical review reports are subject to a review for compliance with the applicable instructions by NRCS/NHQ.

8. All technical review reports must clearly identify the appraisal effective date and the timeframe, not to exceed 12 months, within which the easement appraisal is useable for the intended purpose. The effective date of the technical review report will be the effective date of the easement appraisal. The expiration date of all approved easement appraisals must be based upon the market trends as reflected in the easement appraisal. No easement appraisal may be used as the basis of any transaction if it does not represent current market conditions and values as of the date of the decision.

9. The review appraiser must prominently state in the technical review report any crop base acres and allotment history that are located in the easement area or moved to another parcel as identified in the easement appraisal.

10. The review appraiser may use jurisdictional exceptions when completing the technical review of Yellow Book appraisals when compliance with part or parts of USPAP is contrary to law or written public policy applicable to the assignment.

11. Only technical review reports completed and submitted on 8½-by-11 papers will be accepted. The 8 ½-by-11 format will be accepted in electronic format.

12. The technical review reports must be in typewritten using the format shown in exhibit 13. The review appraiser may add to the format as necessary.

13. The technical review report must document whether the analysis and documentation contained in the reviewed easement appraisal supports the opinion of value arrived at by the appraiser and whether the easement appraisal was properly completed in accordance with NRCS requirements.

Bold, italic words are for instruction and clarification. They should not be included in the technical review report

Exhibit 1

Technical Review Report

Appraisal Review of _____ (property)

Prepared by _____ (*name, title, unit*)

This technical review report is presented in four sections: (1) Appraisal Report Summary, (2) Appraisal Review Purpose, Scope, and Intended Use, (3) Review Appraiser's Analysis, Comments, and Conclusions, and (4) Review Appraiser's Certification.

Select appropriate:

For USPAP Appraisals: As a result of my review, I (*approve*), (*disapprove*), the appraisal report that concludes an opinion as of (date), the market value of the subject parcel before conveyance of the partial interest is \$_____, and the market value of the subject parcel after conveyance of the partial interest is \$_____. (Note that for some NRCS easement programs only a current market value will be obtained and this statement should be revised appropriately.)

By: _____ (signature) _____ Date: _____

Print Name _____

Printed Name and Professional

Accreditation State

Certification # _____

For USFLA (Yellow Book) Appraisals: As a result of my review, I (*approve*), (*disapprove*), the appraisal report that concludes an opinion as of _____ (date) _____, the market value of the larger parcel before conveyance of the partial interest is \$ _____, and the market value of the remainder after conveyance of the partial interest is \$ _____.

By: _____ (signature) _____ Date: _____

Print Name _____

Printed Name and Professional

Accreditation State

Certification #

Identify type of value such as market, investment or other value, and identify and give estimated contributory values for major components such as land, timber, improvements, damages, and benefits.

Any extraordinary assumption or hypothetical condition of the appraisal report or the technical review report must be recited here.

Section 1: Easement Appraisal Summary

Each must be completed from information in the easement appraisal. If the assignment required no extraordinary assumptions, jurisdictional exceptions, or hypothetical conditions, so state.

- a. Owner of Record
- b. Client of Easement Appraisal
- c. NRCS Easement Program
- d. Estate Appraised
State the ownership interest as fee, leased fee, or partial interest and reference the specific title document or land status report. Must be of surface rights only. If the estate appraised is subject to any reservations, outstanding rights, or other encumbrances, state them briefly here and fully in section 3.a.
- e. Legal Description
Identify the survey and land description verification.
- f. Property Characteristics
Provide a brief overview of the significant physical, legal, and location characteristics of the property.
- g. Larger Parcel Determination (for Yellow Book appraisals only)(***Omit if not Yellow Book***)
- h. Extraordinary Assumption and/or Hypothetical Conditions
Identify the source of the written instructions.
- i. Highest and Best Use or Permitted Use
- j. Date of the Appraisal Report
- k. Date of Appraisal
- l. Appraiser
- m. Value valid through _____
Determined by the review appraiser based on the market conditions as stated in the easement appraisal.

Section 2: Easement Appraisal Review Process

- a. Client and Intended User (NRCS)
- b. Intended Use
- c. Effective Date of the Review (***effective date of the easement appraisal***)

- d. Date of Technical Review Report
- e. Purpose of the Review Assignment

1. **FOR USPAP APPRAISALS:** The purpose of the technical review report is to provide an opinion of the acceptability of the USPAP appraisal that provides a market value of the proposed easement area as follows:

- For WRP or ACEP-0WRE only: Market value appraisals provide the “as is” or current market value of the property on which the WRE easement will be placed. The appraisal is completed in compliance with USPAP and NRCS WRE appraisal specifications.
- For all non-WRE enrollments (ACEP-ALE, EWPP-FPE, FRPP, GRP, and HFRP): Conservation easement appraisals are “before and after” appraisals. The appraisal provides the market value of the easement property before the easement is placed and the market value of the easement property after the easement is placed on the property. The difference in the two values is the indication of the effect of the easement on the property, or the value of the easement.

2. The appraisals must be completed in compliance with Uniform Standards of Professional Appraisal Practice and appraisal instructions issued by NRCS for the easement program involved as stated in the appraisal. The appraisal report requires the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process and all conclusions so that all reviewers and NRCS users have an adequate understanding of the statements, opinions and conclusions offered within the report.

3. **FOR USFLA (YELLOW BOOK) APPRAISALS:** The purpose of the technical review report is to provide an opinion of the acceptability of the easement appraisal that provide a market value of the subject property (larger parcel) before acquisition of an easement (*before* value) and an opinion of market value of the subject property remaining after the proposed easement has been placed (*after* value) as of a current date, minus any adjustments for excess irrigation water to arrive at the effect on value of the easement. The appraisals and technical review must be completed in compliance with Uniform Standards of Professional Appraisal Practice, Uniform Appraisal Standards for Federal Land Acquisitions and NRCS appraisal instructions for the easement program involved as stated in the appraisal. For the purpose of these appraisal reviews, the Federal rules for acquisition will be used.

The purpose of two opinions of value is to establish the effect on value resulting from imposition of a conservation easement. A key concept in this appraisal process is defining the larger parcel, which is required to begin the appraisal process.

- f. Scope of Work

Describe work the review appraiser did with the property before the appraisal, knowledge of any other appraisals that you returned or reviewed, property and

comparable property inspection, sale verification, additional data and information procured, analytical methods applied, and what standards were followed. If the appraiser revised the appraisal during this review, at your request, describe the extent of the revision process. Any analytical work or support documents must be retained in the review appraiser's work file.

Section 3: Review Appraiser's Analysis, Comments, and Conclusions

The purpose of this section is to report the reasons and provide support for the review appraiser's conclusions and explain discrepancies and disagreements. This section should be written in a detailed narrative format that clearly achieves the standards found in USPAP Standard 3 and UASFLA Part C if applicable. What follows is an outline of substance to be considered for the narrative.

- a. Present your opinion of the adequacy to which the appraiser followed appraisal instructions, including value definition, sales verification, extraordinary assumptions and hypothetical conditions, hazardous material conditions, estate appraised, legal description used, and general specifications followed.
- b. ***(For Yellow Book Appraisals Only)*** Analyze and describe adequacy and appropriateness of appraiser's larger parcel determination.
- c. Analyze and describe adequacy and appropriateness of appraiser's highest and best use determination. Comment whether an economic analysis was appropriate and carried out correctly. Compare subject and sales for consistency of highest and best use; compare subject zoning and land use regulations with appraiser's analysis of legal property uses; explain reasons of agreement or disagreement with highest and best use conclusion.
- d. Analyze and describe adequacy of appraiser's analysis of previous sale of subject property.
- e. Review and describe adequacy and appropriateness of valuation approaches selected.
- f. Review and describe adequacy of treatment of contributory values of water, timber, improvements, personal property, and intangibles. (Mineral values are not analyzed because the rights appraised are surface rights only.)
- g. Review and describe appropriateness of sale data stratification, review methods and accurateness of sales analysis, adjustments to sales, and value indications obtained from sales.
- h. If appropriate, review for reasonableness and accuracy all assumptions and data in the cash flow analysis of the income approach and analyze for appropriateness the market extracted rate applied to the subject cash flow. Ensure the appropriateness of computer software used in sales, income, and statistical analysis.
- i. Explain and conclude as to the reasonableness and appropriateness of the overall appraisal methods used and support presented. State whether the easement appraisal is approved or disapproved. If other than approved, summarize the principal reasons for your action.

j. Other issues as determined by the review appraiser.

Section 4: Review Appraiser Certification

The italic words need to be changed for the circumstances and review appraiser.

I certify that, to the best of my knowledge and belief—

- The facts and data reported by the review appraiser and used in the review process are true and correct.
- The analysis, opinions, and conclusions in this technical review report are limited only by the assumptions and limited conditions stated in this technical review report and are my own personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no (*or the specified*) other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the 3-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this technical review report or to the parties involved in this assignment.
- My engagement on this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, and conclusions in this technical review report or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this technical review report.
- My analysis, opinions, and conclusions were developed and this technical review report was prepared in conformity with the applicable NRCS appraisal instructions and appraisal review instructions, the *Uniform Standards of Professional Appraisal Practice (for USPAP appraisals as applicable)* and to the *Uniform Appraisal Standards for Federal Land Acquisitions (for Yellow Book appraisals as applicable)*.
- My report preparation and presentation conforms to the requirements of the code of professional ethics and standards of (*applicable professional organizations*).
- I am a member of the (*applicable professional organizations*) and am current on all continuing education requirements through (*date*).
- I *have (have not)* made a personal inspection of the subject property under review.

- (Name of professional or no one) provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

Review Appraiser
General certification number,
State, and expiration date.

Date of Review

Title

Attach qualification statement of the review appraiser.

Attachment D

-EXAMPLE-

Title and Closing Agent Specifications/Statement of Work

A. OBJECTIVE:

The objective of this contract is to retain closing services for acquisition of easements on behalf of the United States of America (USDA), by and through the Secretary of Agriculture, pursuant to Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3837.

B. BACKGROUND:

Natural Resources Conservation Service's (NRCS) easement programs authorize the acquisition of easement rights from willing landowners. NRCS is the lead agency within the USDA charged with administering the Wetland Reserve Program (WRP), Grassland Reserve Program (GRP), Healthy Forest Reserve Program (HFRP), Emergency Watershed Protection Program – Floodplain Easement (EWPP-FPE), and Agricultural Conservation Easement Program (ACEP).

C. SCOPE:

The contractor shall furnish all closing services, including obtaining title insurance from the title insurance company approved by the United States Attorney General. The contractor will perform the same services as in a commercial transaction, including obtaining and recording deeds, and any necessary curative instruments to assure merchantable, insurable title to the easement area in the name of the United States of America, by and through the Secretary of Agriculture.

The closing services will be performed at the NRCS Maryland State Office in Annapolis, MD, unless the contractor, NRCS, and landowner agree to a different location. NRCS may provide closing instructions to the contractor to perform those duties at a location other than the NRCS Maryland State Office.

The contractor must coordinate and facilitate the following services:

1. Obtaining and updating chain of title, including copies of all instruments that created rights, interests, or encumbrances on the property.
2. Providing preliminary title commitments and issuing final title insurance policies.
3. Working with landowners to clear exceptions on title to the property.
4. Obtaining signatures on subordination agreements and limited lien waivers.
5. Obtaining signatures on Warranty Easement Deeds.
6. Other services, as necessary, to finalize the easement transaction.

D. STANDARDS AND RESPONSIBILITY:

The contractor is responsible for having current knowledge of the requirements of Maryland State Law in connection with closing real estate transactions and title clearance. The title insurance company must comply with all Maryland State Laws, including title insurance reserves retirements. The contractor must be an approved closing agent in the State of

Maryland.

The contractor will provide evidence of at least \$1 million in liability insurance coverage for errors and omissions and fidelity coverage in the amount of the government's purchase price for the easement on each individual who has access to the funds, or provide information from the title insurance company for which the contractor will close the transaction(s) to the satisfaction forces or provide reimbursement to NRCS for any loss caused by fraud or dishonesty or failure by the attorneys, agents, or employees of the contractor to comply with NRCS's written closing instructions. The ALTA Closing Protection Letter Revised 3/27/87 is satisfactory to meet this condition of responsibility.

E. CONFLICT OF INTEREST:

A contractor cannot close on an easement purchase for a spouse, children, partners or business associates nor have a financial interest in the real estate to be covered by the proposed easement.

F. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CONTRACTOR:

The contractor must conduct a title search and obtain the following:

1. Copies of all instruments that created rights, interests, or encumbrances on the proposed easement property.
2. A chain of title, including all deeds referenced in the chain of title.
3. Preliminary title commitment, which must cover both the easement area and access for ingress and egress, and must commit to issuing the final title policy to the "United States of America, by and through the Secretary of Agriculture" on the ALTA U.S. Policy Form.

The title search will be for a sufficient period of time for the title company to insure the title without objectionable exceptions, and will determine all owners of record, outstanding mortgages, liens, judgments or pending suits, outstanding tax, claims, easements or rights-of-way of any type, whether oil, gas, and mineral interests have been severed, and any other exceptions that may cloud the title of the easement to be purchased.

Title search services **must be provided within 15 business days of receiving the request from NRCS**. The contractor will be provided with the name and address of the landowner, proposed easement map, Maryland Department of Assessment and Taxation Real Property Data Search Report and a copy of the deed.

The contractor will forward the Preliminary Commitment of Title Insurance, with attachments and references, to the appropriate Program Manager. The contractor will submit an invoice for the Preliminary Title Work to the (RECIPIENT ORGANIZATION).

The final policy should be issued to "United States of America, by and through the Secretary of Agriculture" using the ALTA U.S. Policy Form. The amount of owners' coverage should be listed as "To be determined" on the Preliminary Title Commitment and in the amount stated on the Warranty Easement Deed on the final title policy. The type of ownership should read "Warranty Easement". Landowners should include those owning the easement area property and those owning property providing ingress/egress.

The Contractor will be required to obtain the execution and recordation, as needed, of such items as: Warranty Easement Deed, other deeds, releases, full or partial satisfaction of

mortgages, subordination's, lien waivers, affidavits of material liens and child support, and various types of releases of encumbrances of the property.

Upon receipt of the required documents, and incorporating an easement plat along with legal description prepared by a registered Maryland surveyor, NRCS will obtain from the Office of General Counsel (OGC) a Preliminary Title Opinion (PTO) that will set out any exceptions to the title. OGC will determine which exceptions are acceptable and which exceptions must be cured.

The contractor is required **to close within 15 business days after receipt of the PTO and closing instructions letter** from NRCS. The closing services will be performed at the NRCS Maryland State Office in Annapolis, MD, unless the contractor, NRCS, and landowner agree to a different location. **The contractor will not close any transaction or record deeds or other instruments prior to receiving the PTO and closing instructions letter.**

At the time of closing, the Contractor will do a title search update to make certain that there have been no changes in the status of the title since issuance of the Preliminary Commitment to Title Insurance, perform normal commercial closing procedures, and obtain recordation of all instruments necessary to provide satisfactory insurable title in the name of the United States of America. The Contractor will furnish a Final Title Policy in an insured amount that is the same as the consideration paid for the wetland easement. The Final Title Policy shall be on ALTA U.S. Policy Form and will be issued by a title insurance company that is on the Attorney General's approved list.

The Contractor will close the transaction, record the deeds and other instruments as necessary and insure that the following has occurred:

1. No new encumbrances have been recorded against the subject property since the date of the title commitment.
2. Receipt, execution, and recordation of the Warranty Easement Deed from the landowner.
3. Delivery of the policy of title insurance referred to below.
4. All exceptions required to be removed, released, subordinated, waived, or otherwise handled as set forth in the Preliminary Title Opinion from the Office of General Counsel have been completed and the applicable documents recorded.
5. All taxes, assessments, etc., are paid to the date that the Warranty Easement Deed is recorded.
6. Comply with any listed title commitment or binder requirements.

If any new encumbrances have been recorded against the subject property since the date of the title commitment, the Contractor will notify the Program Manager and will not proceed until further instructions are received.

Upon completion of the closing, the Contractor will send to NRCS the ALTA U.S. Policy Form naming the United States of America, by and through the Secretary of Agriculture as the insured, in the amount of the purchase price as of the date and time of recording of the Warranty Easement Deed to the United States of America. The policy of title insurance will be free and clear of any and all encumbrances (exceptions) to the title except those shown as acceptable in the OGC Preliminary Title Opinion. At the time of closing, the Contractor will provide a Settlement Statement to the landowner in a form similar to HOD-I (8-87) RESPA, HB 4305.2.

The Contractor will deliver the following to the Program Manager **within ten (10) business days following closing:**

1. The billing covering the closing costs, cost of the title insurance policy, and recording fees.
2. Policy of title insurance (original and one copy).
3. The original recorded copy and one copy of the Warranty Easement Deed to the United States of America.
4. The original of the settlement statement.
5. Certified copies of any title clearance documents showing the recordation date.

Upon receipt of the final documents, NRCS will obtain a Final Title Opinion (FTO) from the OGC.

G. DELIVERY

All Preliminary Title Insurance Commitments **must be delivered within 30 business days of request.**

All easements must be recorded within 60 calendar days of receiving the OGC Preliminary Title Opinion and closing instructions from NRCS.

H. PAYMENT

The Contractor will bill NRCS directly for all closing costs. The Contractor will provide a separate billing for Preliminary Title Work (Closing Bill #1), and Closing Services (Closing Bill #2). The Contractor will be paid a flat fee for services rendered which is inclusive of all travel expenses, copy costs, telephone charges, and like charges.

At least 15 business days before closing, the contractor will provide the Program Manager an estimate of the recordation expenses and title insurance premiums for each easement. After closing, the Contractor will request reimbursement for all court recordation expenses and title insurance premiums by providing a separate billing for Recording Fees (Closing Bill #3) and Title Insurance Premiums (Closing Bill #4).

I. AUTHORITY

Only the (RECIPIENT ORGANIZATION) may authorize a modification to this contract.

J. WORK LOCATIONS IN MARYLAND

Work locations can include any of Maryland's 23 counties.

Attachment E**-EXAMPLE-****Pre-Acquisition Environmental Data Base Search
Specifications/Statement of Work****A. BACKGROUND:**

Natural Resources Conservation Service's (NRCS) Easement Programs authorize the acquisition of easement rights from willing landowners. NRCS is the lead agency within the USDA charged with administering the Wetland Reserve Program (WRP), Grassland Reserve Program (GRP), Healthy Forest Reserve Program (HFRP), Emergency Watershed Protection Program – Floodplain Easement (EWPP-FPE), and Agricultural Conservation Easement Program (ACEP).

B. SCOPE:

The Contractor shall furnish all labor, equipment, transportation, permits, testing and incidentals necessary for the performance of the work specified in this Statement of Work. This work will be performed in accordance with this Statement of Work and NRCS instructions.

C. TASKS

Conduct a Pre-Acquisition Environmental Data Base Search in accordance with 40 CFR 312 and 33 CFR 137 (consistent with ASTM Standard 1527-05) on the parcels identified by NRCS State Office. The overall purpose of the Pre-Acquisition Environmental Data Base Search is that the Agency needs to know the full range of environmental issues and liabilities associated with the parcel(s). The Agency requires identification of the environmental issues and liabilities with the parcel beyond those associated with Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liabilities and petroleum products. These environmental issues and liabilities include, but are not limited to, those issues and liabilities under the Resource Conservation and Recovery Act (RCRA), the Safe Drinking Water Act (SDWA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Toxic Substance Control Act (TSCA). These issues and liabilities include, but are not limited to, asbestos containing material, radon, lead-based paint, non-hazardous solid waste disposal areas, waste water disposal systems, drinking water systems, drinking water and/or other wells.

The contractor shall provide a written report for the environmental concerns listed above. If no web-based records can be found for any one of the specific environmental concerns listed the report needs to state this. The contractor will need to state the minimum search distance used for each environmental concern reviewed, number of sites identified, if subject property is listed, and if there is any concern to property. The written report should also describe what resources were used in gathering the environmental information and website(s) where information was found. The written report is to be completed and returned to the Easement Program Manager.

D. FEES

The Contractor shall, without expense to (RECIPIENT ORGANIZATION) or the Government, pay all Federal, State, County and Municipal fees applicable to the performance of the work (i.e. completion of a Pre-Acquisition Environmental Data Base Search).

E. SCHEDULE OF WORK

The Contractor shall submit a report within **15** business days of the order receipt.

F. DATA BASE SEARCHES

All information contained in data base searches that is more than 4 months old must be verified independently by contacting the source of the information.

G. SEARCH DISTANCES

Search distances are specified by records type at the end of this statement of work. Search distances that are modified because of property-specific and region specific conditions must be documented. Rationale must be provided to support modifying the search distances as well as assurance that the modification meets the objective of 40 CFR 312 and 33 CFR 137. Search distances for local records must be documented if they are different from the minimum search distances specified by the United States Environmental Protection Agency and Department of Homeland Security.

H. SITE RECONNAISSANCE

For this phase the contractor is not required to access to the site(s).

I. DATA GAPS

Data gaps must be identified. The significance of data gaps must be documented in the final report.

J. GOVERNMENT PROVIDED MATERIALS

The NRCS Program Manager will provide the contractor a copy of the subject property land deed for which a records review is being requested.

K. CONTRACTOR QUALIFICATIONS

The Contractor shall employ professional personnel to perform the work required under this Statement of Work. Work performed under this Statement of Work must be conducted by an Environmental Professional, or by persons under the responsible charge of an Environmental Professional as defined in 40 CFR 312 and 33 CFR 137. A substitution may not be made without the approval of the Agency.

L. REVIEW REQUIREMENTS

1. The following list of environmental concerns on each identified property needs to be checked using a web based records review only.
 - a. CERCLA Information System (CERCLIS) or Docket List
 - b. Critical Habitat
 - c. DOT Hazardous Materials Information Reporting System (HMIRS)
 - d. EPA Aerometric Information Retrieval System (AIRS)
 - e. EPA Emergency Response Notification System (ERNS) Database
 - f. EPA FIFRA/TSCA Tracking System (FTTS)
 - g. EPA National Priorities List (NPL)
 - h. EPA No Further Remedial Action Planned (NFRAP) Database
 - i. EPA NPDES
 - j. EPA PCB Activity Database (PADs)
 - k. EPA PCB Transformer Registration Database
 - l. EPA Permit Compliance System (PCS)
 - m. EPA RCRA Corrective Action Report (CORRACTS) Database
 - n. EPA RCRA Information System (RCRIS) Database
 - o. EPA Safe Drinking Water Information System (SDWIS)
 - p. EPA Toxics Release Inventory (TRI) Database
 - q. EPA/State Resource Conservation and Recovery Act (RCRA), treatment, storage, or disposal (TSD) facility
 - r. Federal Emergency Management Agency (FEMA) Flood Map
 - s. Federal/State Permitted and Closed Solid Waste Facilities
 - t. Local Zoning/Land Use Records
 - u. State environmental agency equivalent of an NPL site or a CERCLIS site
 - v. State Leaking Underground Storage Tanks (LUSTs)
 - w. State Registered Aboveground Storage Tanks (ASTs)
 - x. State Registered Underground Storage Tanks (USTs)
 - y. State/local Environmental Lien/Deed & Land Use Restriction Records
 - z. State/local Hazardous Materials Management Records (Business Plan, Contingency Plan, etc.)
 - aa. Waste Water Systems
 - bb. Wetland Inventory
2. In addition the contractor will conduct a review of the following records for adjacent and surrounding properties in accordance to AAI rule.
 - a. CERCLA Information System (CERCLIS) or Docket List
 - b. Critical Habitat
 - c. EPA Aerometric Information Retrieval System (AIRS)
 - d. EPA Corrective Action Report (CORRACTS) Database
 - e. EPA Emergency Response Notification System (ERNS) Database
 - f. EPA FIFRA/TSCA Tracking System (FTTS)
 - g. EPA National Priorities List (NPL)
 - h. EPA No Further Remedial Action Planned (NFRAP) Database

- i. EPA NPDES
- j. EPA PCB Activity Database (PADs)
- k. EPA RCRA Information System (RCRIS) Database
- l. EPA Safe Drinking Water Information System (SDWIS)
- m. EPA Toxics Release Inventory (TRI) Database
- n. EPA or State RCRA, treatment, storage, or disposal (TSD) facility
- o. Federal, State, Tribal Permitted and Closed Solid Waste Landfill or Management Facilities
- p. FEMA Flood Map
- q. Local Zoning or Land Use Records
- r. Oil, gas or other mineral records
- s. State environmental agency equivalent of an NPL site or a CERCLIS site
- t. State Leaking Underground and Aboveground Storage Tanks (LUSTs)
- u. State Registered Aboveground and Underground Storage Tanks (ASTs and USTs)
- v. State or Local Environmental Lien or Deed and Land Use Restriction Records
- w. Waste Water Systems
- x. Wetlands Inventory

The AAI rule requires a review of Federal, State, and local government records of the surrounding properties and a minimum search distance is indicated for specific records below:

Records/Source	Miles	kilometers
Federal NPL Site Database	1.0	1.6
State- and Tribal-Equivalent NPL Sites	1.0	1.6
EPA Deleted NPL Site List	0.5	0.8
Former CERCLIS Sites with No Further Remedial Action Planned	0.5	0.8
EPA RCRA CORRACTS Facilities List	1.0	1.6
Registries or Publicly Available Lists of Engineering Controls	0.5	0.8
Federal, State, Tribal Permitted and Closed Solid Waste Landfill or Management Facilities	0.5	0.8
Federally or State-Registered, or State-Permitted, Hazardous Waste Sites Identified for Investigation or	0.5	0.8
EPA RCRA non-CORRACTS TSD Facilities List	0.5	0.8
State- and tribal-equivalent CERCLIS	0.5	0.8
EPA CERCLIS List	0.5	0.8
Federal, State, Tribal Leaking Underground Storage Tank	0.5	0.8
State and Tribal Voluntary Cleanup Sites	0.5	0.8
State and Tribal Brownfield Sites	0.5	0.8

M. INSPECTION AND ACCEPTANCE

The Contractor shall submit a report within **15 business** days of the order receipt.

N. SUBMITTALS

Final work plans and final reports shall be submitted to:

USDA NRCS
Attn: Easement Program Manager
339 Busch's Frontage Rd, Suite 301
Annapolis, MD 21409

The work plan shall contain the following information:

- Procedure for conducting the Pre-Acquisition Environmental Database Search
- Quality assurance/quality control used in the review of the draft Pre-Acquisition Environmental Database Search prior to its submittal for Agency review and comment
- Firm's standard terms and conditions including any limitations to liability
- Firm's errors and omissions professional liability insurance policy
- Resume of personnel conducting the Pre-Acquisition Environmental Database Search

The report shall, at a minimum, include a search of all databases shown at the end of this statement of work

Parcel/s location and descriptions will be provided by the ordering office, including map/s at time of task order placement.

O. ORDERING

1. Orders will be made by the WMRCDC.
2. Orders shall be issued in writing.
3. Unless otherwise agreed to, all deliveries must be accompanied by task order that must contain the following information as a minimum:
 - a. Name of Contractor
 - b. Contract number
 - c. Order Number
 - d. Date of Purchase
 - e. Quality, Unit Price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information); and
 - f. Date of Shipment
4. All packages must be clearly marked with the contract number, consignee's name, address, and telephone number.
5. There is no limitation on the number of orders that may be placed.
6. The vendor is not obligated to accept orders. However, if the vendor accepts an order, they are obligated to provide the services under the terms and conditions of the

agreement.

P. INVOICING

1. Invoices will be submitted to the (RECIPIENT ORGANIZATION). Invoices shall not be submitted until the reports have been accepted by NRCS. A proper invoice for payment shall include the following information:
 - a. Name and address of Contractor.
 - b. Invoice number and date.
 - c. Order number and date order placed.
 - d. Description of services provided, number of hours billed, and rate(s) for each.
 - e. Payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
 - f. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - g. Any other information or documentation required by NRCS.

Attachment F

-EXAMPLE-

Area Wide Market Analysis Specifications/Statement of Work

A. Background Information

1. The United States of America, acting through the United States Department of Agriculture's Natural Resource and Conservation Service (NRCS), is considering purchasing conservation easements to assist the landowners in restoring, protecting and enhancing wetlands. These lands may be placed under a conservation easement through the Agricultural Conservation Easement Program (ACEP) Wetland Reserve Easement Component (WRE).
2. All Area Wide Market Analyses completed for WRE must comply with instructions provided by NRCS.
3. Market areas are determined by the NRCS State Office and identified in Exhibit 1.
4. Land use types are determined by the NRCS State Office and identified in Exhibit 2.
5. The NRCS National Appraiser resolves questions that arise from these specifications. Contact information may be obtained through the NRCS State Office.

B. Qualifications of Vendor

1. The vendor must be a State-certified general real property appraiser or obtain a temporary practice permit equal to State-certified general real property appraiser in compliance with Title XI of the Financial Institution's Reform, Recovery and Enforcement Act of 1989 (FIRREA) in the State where the AWMA is conducted.
2. The vendor must be in good standing with the licensing authority where the credential was issued, and not the recipient of disciplinary action within the past 5 years from the licensing authority.
3. The vendor must have demonstrated competency in compliance with USPAP in conducting AWMAs of rural and agricultural properties of the requested type.

C. Purpose of the Area Wide Market Analysis

The purpose of the AWMA is to provide the fair market value of the land for the land use types typically enrolled in WRE in the market areas identified by NRCS.

D. Information Provided by NRCS to the Vendor

1. State map showing the market areas to be analyzed
 - a. Regions or counties with similar land uses.
 - b. Boundaries of each market area.
2. Land uses in each market area requiring opinion of typical market value
 - a. Identify the land uses typically enrolled in WRE.
 - b. Define what is included in each land use category be as descriptive as possible to adequately define the land uses to be analyzed.

E. Quality of Work

1. The market analysis must be clear, accurate, and complete and must meet NRCS's intent to determine the fair market value of land typically enrolled in WRE. The market analysis must be conducted and reported in compliance with USPAP.
2. The appraiser must select comparable properties that represent the land use types that are typically enrolled in WRE.
3. The appraiser must adjust value for property differences, and conduct a current analysis of the competitive market.

F. Selection of Comparable Properties

1. Choose comparable sales from the entire area being analyzed that include land uses typically enrolled in WRE.
2. Do not include sales far above or far below the average, as any divergence likely has valid reasons.
3. Use comparable sales that are reasonably current, based on sales activity in the market area being analyzed. Use sales no older than 18 months unless the market activity is limited and a longer time period is required. Concurrence by the Easement Program Manager is required before using sales older than 24 months.
4. Use similar property types as much as possible.
5. Ensure comparable sales are in fact arm's length transactions.
6. Provide sufficient data on the comparable sales to support the conclusions of value.
7. If the analysis of the comparable properties indicates the land use category is too broad or too narrow, contact the Easement Program Manager and provide suggestions for changes to the land use category.
 Example: Land Use – Cropland – Low-lying cropland and prime cropland indicate a wide range in value; suggest that the land use category of Cropland be changed to two categories – Low-Lying Cropland and Prime Cropland.
8. If in the process of collecting and identifying comparable properties, sales of properties encumbered by easements are found, provide the sales data on the encumbered properties in a separate section of the analysis. This data will assist NRCS in establishing the geographic area rate caps.

G. Adjust Value for Property Differences

1. When comparing similar properties, there are always differences. Adjust comparable properties for differences:
 - a. Add or subtract value for differences in size.
 - b. Add or subtract value for feature differences, such as soil quality, water supply, etc.
 - c. Add or subtract value for location differences, including access.
2. Look at financing differences that could have influenced sale price. Seller financing can sometimes result in a higher price paid for a property than its true value.

H. Conduct a Current Analysis of the Competitive Market

1. Sold Listings
 - a. Sold listings represent actual comparable sales.
 - b. Sales data should be within the last 18 months.
2. Active Listings
 - a. Active listings are properties currently for sale.
 - b. These listings matter only to the extent that they indicate the competition for buyers.
 - c. They are not indicative of market value. Sellers can ask any price they want for their property; it does not mean the prices are realistic.

I. Market Area

1. The market area to be considered will be specified by NRCS and provided to the qualified, independent real estate professional.
2. The market area must contain properties that represent the land use types that are typically enrolled in WRE.
3. If the market analysis indicates the market areas provided are inconsistent with the data, contact the Easement Program Manager and suggest modifications to the market areas.

J. Other Considerations

1. Land Use, Land Quality, Soils and Topography
 - a. The land uses and soil types to be considered must be comparable to land typically enrolled in NRCS Easement Programs, such as the Wetland Reserve Easement (WRE) and the Emergency Watershed Protection Program (EWPP).
 - b. These are predominately level, low-lying areas of cropland but may also include areas of pastureland and woodland.
2. Improvements
 - a. Do not include the value of improvements, such as homes, sheds, fences, barns, etc.
3. Levee Protection
 - a. Where significant, separate values must be developed for land behind.
4. Federal protection levees
5. Existing Easements
 - a. Do not use sales data from lands under existing easements as comparable sales.
 - b. If any are identified, the data should be provided in a separate part of the report.
6. Development pressure
7. Highest and best use

K. Presentation of Analysis

1. The report must be presented in a neat, easy-to-read format, free of grammatical and clerical mistakes.
2. The supporting documentation must be presented with sufficient narrative for

the analysis to be reviewed and critiqued.

3. Provide a description of the social, physical, and economic characteristics of the specified market areas.
4. Provide a thorough description of each category that a representative value is provided.
5. Describe the land uses included in the category.
6. The report must comply with USPAP.
7. All market analysis reports submitted to NRCS become the property of the United States and may be used for any legal and proper purpose. Therefore, a condition that limits the distribution of the report is not permitted.

L. Deliverables

1. The final report and supporting documentation are the deliverables for this assignment.
2. The final report will include a hardcopy and a digital copy.

M. Conflict of Interest

An independent, qualified professional will not analyze a property for a spouse, child, partner, or business associate or have a financial interest in the property to be covered by the proposed easement.

N. Nondisclosure

1. Work performance required by this scope of work will involve access to potentially sensitive information about governmental and landowner issues.
2. All contractor personnel must comply with the terms of AGAR 452.224-70, "Confidentiality of Information," as well as provisions of the Privacy Act of 1974 (5 U.S.C. Section 552a).
3. Additionally, the contractor's employees must comply with privacy of personal information relating to Natural Resources Conservation Service programs in accordance with Section 1244, Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 1078-171).

O. Civil Rights and Program Delivery

The contractor must ensure that its personnel prohibit discrimination in all aspects of programs and activities related to the contract on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

P. Exhibits

1. Exhibit 1 Market Areas for Maryland
2. Exhibit 2 Land Use Categories

Exhibit 1

The Market Area will be all of the State of Maryland. The State will be subdivided into five groups of counties as follows:

- Group 1 – Garrett, Allegany and Washington
- Group 2 – Frederick, Carroll, Baltimore, Howard and Harford
- Group 3 – Anne Arundel, Prince George's, Charles, St. Mary's and Calvert
- Group 4 – Cecil, Kent, Queen Anne's, Talbot and Caroline
- Group 5 – Dorchester, Wicomico, Somerset and Worcester

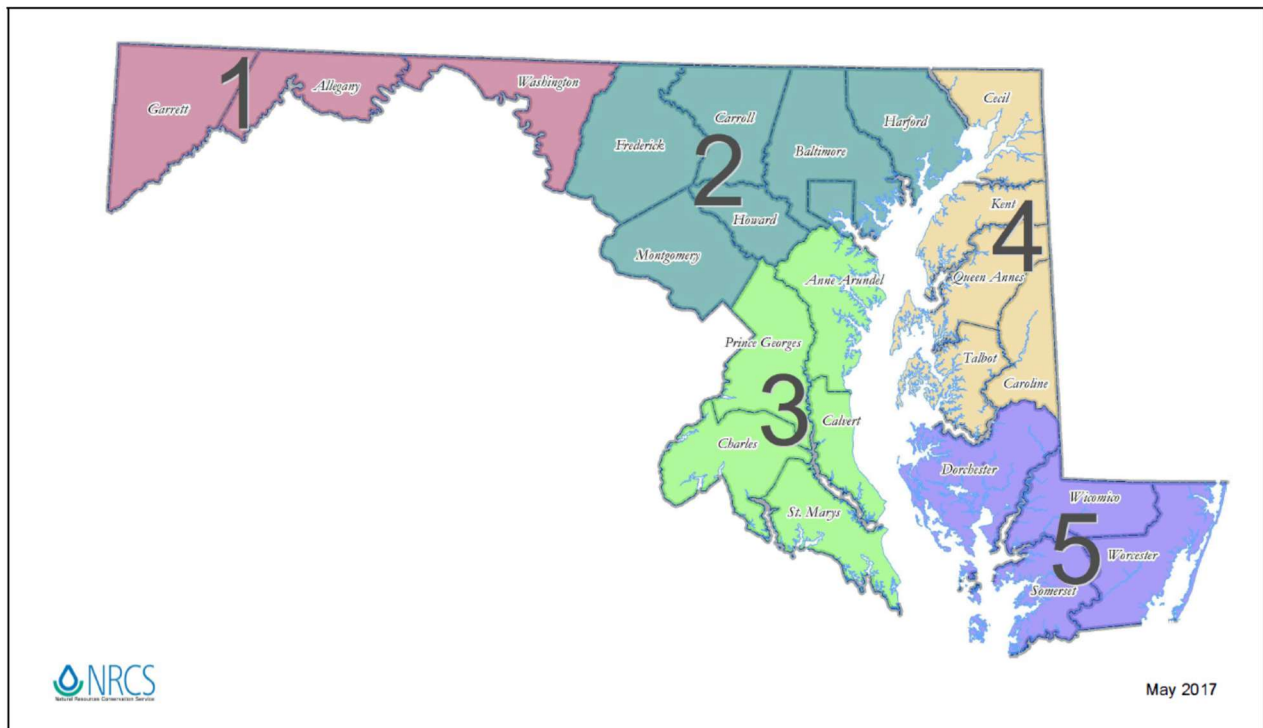


Exhibit 2

Land Uses

Land uses and soil types to be considered must be comparable to land typically enrolled in NRCS easement programs, such as the Wetland Reserve Easement (WRE) and the Emergency Watershed Program (EWP). These are predominately level, low-lying areas of cropland but may also include areas of pastureland and woodland. These areas are cropland and woodland with hydric poorly drained soils and lands subject to periodic flooding.

Revised July 2015

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and <http://www.ecfr.gov/>.
 - (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
 - (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and <http://www.ecfr.gov/>.
 - (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
 - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1> and <http://www.ecfr.gov/>).
 - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
 - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E - Cost Principles”, or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement. — The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 - 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director’s absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
 - 2. Severs his or her affiliation with the grantee, the grantee’s options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include

- the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
- ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
- i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time. —When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
- The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a.** The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b.** Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c.** The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a.** The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b.** Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c.** Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a.** Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b.** In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 - 1. Immediately notify the NRCS administrative contact of the situation.
 - 2. Specify the steps it plans to take to secure replacement cost sharing.
 - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.