

NEST Agreement Number: _____ (NRCS Use)
--

## **AGREEMENT TO EXTEND EASEMENT DURATION**

**THIS AGREEMENT TO EXTEND EASEMENT DURATION**, is made by and between

\_\_\_\_\_ (“Landowner”) and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture (“United States”), on behalf of the Commodity Credit Corporation (“CCC”). The Landowner and the United States are collectively referred to as “the Parties.” The Natural Resources Conservation Service (“NRCS”) is the administering agency on behalf of the United States.

### **I. Purpose**

The Parties agree to extend the duration of the existing [Wetlands Reserve Program (WRP) or Agricultural Conservation Easement Program-Wetlands Reserve Easement (ACEP-WRE)] easement, closed on \_\_\_\_\_ (easement closing date), from a 30-year easement to a permanent easement through the execution of an Agricultural Conservation Easement Program-Wetlands Reserve Easement (ACEP-WRE), 7 CFR Part 1468, and to reflect the consideration to be paid to Landowner for the permanent easement term.

### **II. Property Description**

The existing 30-year Easement area that will be conveyed as a permanent easement is comprised of \_\_\_\_\_ acres, more or less, and is more fully depicted or described in Exhibit 2, appended hereto.

TOGETHER, with an associated right-of-way, water uses, water rights, minerals, oil, gas, and geothermal resources depicted on Exhibit 3, appended hereto.

### **III. Purchase Price**

The consideration payable by the United States to the Landowner for the extension of a 30-year easement to a permanent ACEP-WRE easement is \$\_\_\_\_\_ (dollars). *(Calculated based on 25 percent of applicable GARC for the current fiscal year multiplied by the number of acres being conveyed as a permanent easement)*. The Parties agree to adjust the consideration to conform to the final acreage as determined by a survey procured by NRCS, unless otherwise mutually agreed to by the Parties. Any adjustment of purchase price or acreage will be incorporated in the Warranty Easement Deed conveying the permanent easement, and by its execution, at closing, shall constitute the Parties’ agreement to the adjustment.

### **IV. Terms of Easement**

The landowner agrees to convey the ACEP-WRE conservation easement **in perpetuity**, using the ACEP-WRE Warranty Easement Deed or amendment provided by NRCS.

## **V. Title**

A. The conveyance of the permanent ACEP-WRE conservation easement must meet all ACEP-WRE requirements at 7 CFR Part 1468 and instructions provided by NRCS and the USDA Office of the General Counsel (OGC) to effect the extension in easement duration.

B. Prior to closing, the title to the Property shall be approved by USDA Office of the General Counsel, in conformity with the title standards and regulations of the Attorney General of the United States.

C. Prior to closing, any encumbrance, exception or other cloud on title including encroachments must be eliminated and quieted by the Landowner, unless deemed administratively acceptable by NRCS pursuant to instructions given by the USDA Office of the General Counsel.

D. Landowner represents and warrants that Landowner has full right, power, and authority to convey; that there is no condemnation or similar proceedings affecting any part of the Property and no proceedings shall be pending on the Closing Date; and that Landowner is not subject to any commitment, obligation, or agreement, including but not limited to, any rights of first refusal or option to purchase, granted to a third party, which would or could prevent Landowner from completing the conveyance of a permanent easement as contemplated by this Agreement.

E. Landowner represents and warrants that Landowner has defined, unencumbered, unconditional, and transferable legal right of access from an identified Federal, State, or local public right of way to the entire easement area for the term of the enrollment.

F. Landowner agrees to pay at closing any taxes that are due or delinquent owing against the Property.

## **VI. Closing**

A. NRCS has until August 31, 20\_\_\_\_\_, to close on the permanent conservation easement. [NOTE: The expiration date entered will be August 31 of the year following the fiscal year in which the Agreement is entered. Therefore, if an Agreement is entered into in FY 2015, the expiration date would be August 31, 2016.]

B. NRCS will select a closing company or closing agent and pay all normal costs of closing.

C. If NRCS requires a closing or escrow agent to perfect this transaction, the Landowner hereby agrees that the payment may be disbursed into an escrow account administered by the closing company, escrow agent or authorized person selected by NRCS for completion of the transaction between NRCS and the Landowner.

## **VII. Conveyance Instruments.**

A. Landowner must execute and deliver at closing a Warranty Easement Deed conveying a permanent conservation easement on the surveyed area to the United States of America.

B. Landowner must deliver, without cost to the United States, any other documents that may be required to convey good and merchantable title, including trust instruments, powers of attorney, corporate resolutions, and similar instruments.

C. The deed or deeds of conveyance will be prepared by NRCS in consultation with the USDA Office of the General Counsel.

Landowner has hereunto signed on this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Landowner(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Secretary of the Department of Agriculture, acting through his or her authorized representative, has executed this agreement to extend easement duration on behalf of the United States of America on this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

THE UNITED STATES OF AMERICA

BY: \_\_\_\_\_

Funds are authorized by NRCS	
_____	_____
NRCS Budget Officer	Date

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.