

UNITED STATES DEPARTMENT OF AGRICULTURE

Farm Service Agency
P.O. Box 2415
Washington, DC 20013-2415

Notice FC-53

1951-S, 1955-C, and
1962-A

For: State and County Offices

Farm Bill Provisions Affecting Inventory Property Sales and AGCREDIT Letters

Approved by: Deputy Administrator, Farm Credit Programs

Suzanne Kling

1 Overview

**A
Background**

According to Notice FC-37, FSA will:

- continue to place conservation easements on some wetlands that are located on inventory properties, as well as floodplains and other important resources
- revise the AGCREDIT letters to remove the provisions for leaseback/buyback and additional writedowns and buyouts
- not delay the sale of inventory property that is contaminated with hazardous waste. Inventory property contaminated with hazardous waste will be sold subject to the Government providing remediation of any contamination present on the property at the time of its sale by FSA.

Note: AGCREDIT is an FSA automated reporting and tracking system that is used as an aid to County Offices when servicing borrowers under FmHA Instruction 1951-S and other servicing instructions. AGCREDIT currently runs on the 3B2 that is used only for Ag credit activities.

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<p>Disposal Date</p> <p>December 1, 1996</p>	<p>Distribution</p> <p>State Offices; State Offices relay to County Offices and Ag Credit Teams</p>
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1 Overview (Continued)

**B
Purpose**

This notice provides:

- copies of easement restrictions and other language to use when selling inventory property
 - a list of the FmHA Instruction exhibits that will be revised or no longer used
 - instructions for modifying the AGCREDIT letters.
-

**C
Contact**

If questions:

- County Offices shall contact the State Office
 - State Offices can contact the following, through the Area Office:
 - Kim Laris, on 202-720-1659, for AGCREDIT
 - James Fortner, on 202-720-1976, for inventory property.
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2 Sales of Inventory Property

**A
Conservation
Easements on
Inventory
Property**

When selling inventory property, County Offices shall use Exhibits 1 and 2 to record conservation easements at the time of the sale as follows.

- Use Exhibit 1 to record wetland conservation easements for either of the following:
 - on areas that are not considered to be cropland (prior converted and frequently farmed wetlands) on the date that the property was entered into inventory
 - on areas that were not farmed at anytime during the period beginning on the date 5 years before the property was entered into inventory and ending on the date the property was entered into inventory.
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2 Sales of Inventory Property (Continued)

**A
Conservation
Easements on
Inventory
Property
(Continued)**

- Use Exhibit 2 to record conservation easements on areas identified as floodplains. Floodplain easements may be placed on areas considered to be cropland or as having been farmed since floodplain easements do not restrict normal farming activities.
-

**B
Selling Inventory
Property
Contaminated
With Hazardous
Waste**

When selling inventory property that is known to be contaminated with hazardous waste, County Offices shall:

- use Exhibit 3 when preparing the deed, because the language in Exhibit 3 provides:
 - a guarantee to the purchaser that the Government will clean up the hazardous waste contamination present on the property at the time of sale
 - the purchaser with a notification of what type and how much contamination is present on the property
 - through the State Office, request the assistance of the Regional OGC servicing the County Office.
-

3 AGCREDIT Letters

**A
List of Exhibits
No Longer Used**

County Offices shall no longer use the following leaseback/buyback exhibits in FmHA Instruction 1951-S:

- Exhibit N
- Exhibit O
- Exhibit P
- Exhibit Q.

Note: These exhibits will be removed from FmHA Instruction 1951-S and AGCREDIT at a later date.

Continued on the next page

Notice FC-53

3 AGCREDIT Letters (Continued)

B
List of Exhibits
Being Revised

The following FmHA Instruction exhibits are being revised.

FmHA Instruction	Exhibit and Attachment	Ag87 or Ag90	AGCREDIT Filename	
1951-S	A	Ag90	ExhA12c 1/ ExhA12r 1/	
	A-1 and A-2	Not to be modified in AGCREDIT		
	A-3 and A-4	Ag90	Att34c Att34r	
	A-5 and A-6	Ag87	Att56c Att56r	
	A-5-A and A-6-A	Ag90	Att56Ac Att56Ar	
	A-9 and A-10	Ag87	Att910c Att910r	
	A-9-A and A-10-A	Ag90	Att910Ac Att910Ar	
	F and F-1	Ag87	ExhFc ExhFr	
	F and F-2	Ag90	ExhFc ExhFr	
	K and K-1		Ag87	ExhKc ExhKr
			Ag90	ExhKc ExhKr
	L		Ag87	ExhL
			Ag90	ExhL

1/ Only revise Exhibit A in AGCREDIT, not Attachments 1 and 2.

Note: If FmHA Instruction 1951-S, Exhibit A, Attachments 7 and 8 will be used, contact the National Office for the required changes.

Continued on the next page

3 AGCREDIT Letters (Continued)

B
List of Exhibits
Being Revised
(Continued)

FmHA Instruction	Exhibit and Attachment	Ag87 or Ag90	AGCREDIT Filename
1951-S (Continued)	M	Ag87	ExhMc ExhMr
		Ag90	ExhMc ExhMr
1955-B	B	Ag87	1955Bc 1955Br
		Ag90	1955Bc 1955Br
1962-A	D-1	Ag90	1962A_D1c 1962A_D1r

C
Reason for
Revising
Exhibits

The FmHA Instructions in subparagraph B are being revised to:

- remove all references to leaseback\buyback
- remove all references to additional writedowns and buyouts
- add language regarding the 1-time debt forgiveness
- replace FmHA with FSA
- replace County Supervisor with credit official
- add FmHA 1900-1 to exhibits with appeal rights, instead of marking the response form
- clarify forms and information needed for a complete application
- make minor modifications for clarification.

Continued on the next page

3 AGCREDIT Letters (Continued)

D
Modifying
AGCREDIT
Letters

The AGCREDIT letters are being modified to reflect the changes made to the Ag87 and Ag90 letters.

Before the revised software is received, County Offices shall make the required changes to the AGCREDIT letters before using these letters. Access the AGCREDIT letters according to subparagraph E.

Exception: FmHA Instruction 1951-S, Exhibit A, Attachments 1 and 2 should:

- not be modified in AGCREDIT
- be reproduced locally. See subparagraph F.

Following are special instructions for 2 AGCREDIT letters.

FmHA Instruction	Processing Instructions
1951-S, Exhibit M	The data input screen will automatically prefill a 90-day response date. Therefore, when the document is displayed, County Offices shall change the 90-day response date to 30 days from the date of acquisition.
1955-B, Exhibit B	On the data input screen, County Offices shall not make an entry in the "previous owner's response date" field.

Continued on the next page

3 AGCREDIT Letters (Continued)

E

**Accessing
AGCREDIT
Letters**

Changes to the letters must be done in "Root" or "superuser". Access the AGCREDIT software as follows:

Step	Action
1	<p>At the # sign, ENTER "cd /usr/workaid/lib/newsent/ag90/letdir/letters" and PRESS "Enter".</p> <p>Note: For Ag87 letters, ENTER "ag87" instead of "ag90".</p>
2	<p>At the # sign, ENTER "word" and PRESS "Enter".</p> <p>Result: User is in Microsoft Word.</p>
3	<p>Do the following:</p> <ul style="list-style-type: none"> · PRESS "Esc" · ENTER "T" for transfer · ENTER "L" for load · in the "Transfer Load" field, enter the name of the file given to the AGCREDIT letter being changed. See subparagraph B for the filename.
4	<p>Make the required changes to the letter.</p>
5	<p>Do the following:</p> <ul style="list-style-type: none"> · PRESS "Esc" · ENTER "T" for transfer · ENTER "S" for save. The filename should already be displayed.
6	<p>PRESS "Enter".</p> <p>Result: The letter will be saved and ready to use in AGCREDIT.</p>

Continued on the next page

3 AGCREDIT Letters (Continued)

F

Copy of Revised Exhibits

A copy of the revised exhibits are being sent under separate cover to State Offices.

- These exhibits show the items being removed or added. The items to be removed are lined out and the items to be added are double underlined.
- The FmHA Instruction 1951-S, Exhibit A, Attachments 1 and 2 being sent replaces stock number 408, and the Attachment 1 in stock number 436.

State Offices shall forward a copy of the exhibits to County Offices and Ag credit teams.

Note: These exhibits will be changed in the FmHA Instructions at a later date.

Conservation Easement for Wetlands

County Offices shall use the following to record easements on wetlands with full restrictive conditions, including adjacent nonwetland buffers.

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument, there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of Federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. §§ 1981 and 1985), as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents, and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

[insert legal description, or reference to appended plat. In certain cases, a specific route on and across the easement area for landowner access to other portions of the property for farming or other uses may be designated if such access is not reasonably available from other routes outside the easement area.]

Without limiting the general and specific rights of access in paragraph III-A, for access to the easement area, a right of way for an [existing] [road, trail, etc.] over the property conveyed by this deed as follows:

[insert legal description -- center line survey, P-line survey, or reference to other location of the road or path; or reference to appended plat or drawing].

The above right of way shall be sufficiently wide (not to exceed ___ feet) to accommodate access by vehicles and equipment deemed necessary or desirable by the easement manager for easement management. [Any costs associated with road construction and maintenance shall be shared by the landowner and, subject to the availability of funds, the easement manager commensurate with their respective levels of use.].¹ In the event that the location of a road or trail becomes impractical due to erosion, acts of God, or other cause, said location can be reasonably adjusted to accommodate access in accordance with the rights of paragraph III-A herein.

¹ Use when access to the easement area is over road or roadway that will be constructed or require maintenance.

Conservation Easement for Wetlands (Continued)

II. COVENANTS BY THE LANDOWNER.

- A. No dwellings, barns, outbuildings, or other structures shall be built within the easement area.
- B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner including: (1) cutting or mowing; (2) cultivation; [(3) grazing;] (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or the underground waters into, within, or out of the easement area.
- C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all Federal, state, and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.
- [D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided all of the following apply:
- (1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area
 - (2) the easement manager shall consult with the landowner to determine the need for and the scope of fencing
 - (3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.]²

² Use only when paragraph III-F is used.

Conservation Easement for Wetlands (Continued)

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors, or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

- A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities.

The easement manager may use vehicles and other reasonable modes of transportation for access purposes over land or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may use any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

- B. The right but not the obligation, to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.
- C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.
- D. The right but not the obligation, to manipulate vegetation, topography, and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner before any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the properties adjoining the easement area.
- E. The right to conduct predator management activities.
- F. [The right but not the obligation, to construct and maintain fences in order to prevent or regulate grazing or other type of encroachment on the easement area.]³

³ Use only if the easement manager intends to fence the easement area or a portion of the easement area.

Conservation Easement for Wetlands (Continued)

- G. [Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish, and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.]⁴
- H. [The right to exclude landowner and/or public entry, if such entry is deemed to pose a threat to fish and wildlife or their habitat.]⁵

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

[Provision to be used where a Federal agency (other than U.S. Fish and Wildlife Service) or a State fish and wildlife agency is the easement manager.]

- A. This easement shall be managed and administered by [name agency] which may be referred to as the "easement manager."
- B. For purposes of management and administration of this easement, except as provided in paragraph V-H, all rights of the United States in this easement are assigned to the easement manager. The easement manager may enforce all terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may, from time to time, be promulgated under its general governmental authorities.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

[Provision to be used for management by the U.S. Fish & Wildlife Service.]

- A. All rights, titles, and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the U.S. Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. § 668dd. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.
- B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

⁴ Use only when this is a necessary precondition for the easement manager to accept the easement.

⁵ Use only when FWS recommends, with recommendation based upon severe existing or potential threat to fish and wildlife.

Conservation Easement for Wetlands (Continued)

V. GENERAL PROVISIONS.

- A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Natural Resources Conservation Service of the U.S. Department of Agriculture. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.
- B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.
- C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife, and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.
- D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.
- E. The easement reservation does not authorize public entry upon or use of land. [Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.]⁶
- F. [Subject to paragraph III-G in this easement,]⁷ The landowner and invitees may hunt and fish on the easement area in accordance with all Federal, State, and local game and fishery regulations.
- G. This easement shall be binding on the landowner, and the landowner's heirs, successors, or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

⁶ Use this sentence when paragraph III-H is used.

⁷ Use this introductory phrase when paragraph III-G is used.

Conservation Easement for Wetlands (Continued)

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. [except that the power to release or modify, in any manner, the terms or this easement may be exercised only by a designated employee of the United States Department of Agriculture. Any such succession or assignment of authority must be by express written language, and no power to modify or release all or part of the easement may be inferred from or implied by the conduct of any individual, entity, or governmental entity.]⁸ In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

[VI. STATE OR LOCAL REQUIREMENTS.]

[Insert any State or local wetland protection requirements that are more restrictive than those contained in the preceding paragraphs.]

⁸ Use only when a Federal agency (other than the U.S. Fish and Wildlife Service) or State fish and wildlife agency is the easement manager.

Conservation Easement for Floodplains

County Offices shall use the following to record easements on floodplains, not wetlands.

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument, there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of Federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. §§ 1981 and 1985), as amended, and Executive Order 11988 providing for the protection of floodplains. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents, and assigns.

I. DESCRIPTION OF THE EASEMENT AREA AND ACCESS THERETO.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

[insert legal description, or reference to appended plat]

Without limiting the general and specific rights of access in paragraph III-A, for access to the easement area, a right of way for an [existing] [road, trail, etc.] over the property conveyed by this deed as follows:

[insert legal description -- center line survey, P-line survey or reference to other location of the road or path, or reference to appended plat or drawing]

The above right of way shall be sufficiently wide (not to exceed __ feet) to accommodate access by vehicles and equipment deemed necessary or desirable by the easement manager for easement management. [Any costs associated with road construction and maintenance shall be shared by the landowner and, subject to the availability of funds, the easement manager commensurate with their respective levels of use.]¹ In the event that the location of a road or trail becomes impractical due to erosion, acts of God, or other cause, said location can be reasonably adjusted to accommodate access in accordance with the rights of paragraph III-A herein.

¹ Use when access to the easement area is over road or roadway that will be constructed or require maintenance.

Conservation Easement for Floodplains (Continued)

II. COVENANTS BY THE LANDOWNER.

- A. No dwellings, barns, outbuildings, or other structures shall be built within the easement area when the easement manager determines, in consultation with the landowner, that a practicable alternative location outside the easement area is available to the landowner. Also, no dwellings, barns, outbuildings, or other structures shall be built within the easement area unless the construction conforms, at minimum, to the requirements of the National Flood Insurance Program (NFIP). Repairs to existing structures within the easement area may be made subject to the NFIP. The construction of fences needed for the purpose of livestock retention will be permitted within the easement area provided they do not impede the flow of water.
- B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) placing earthen or other material fill on the easement area, or (2) placing of refuse, wastes, sewage, or other debris. This restriction does not apply to application of agricultural chemicals in accordance with Environmental Protection Agency Use Restrictions, except that application of agricultural chemicals within 100 feet of a stream or river is prohibited. The landowner shall have the right to carry on farming practices such as grazing, hay cutting, plowing, working and cropping the easement area without further degradation of floodplain values.
- C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all Federal, State, and local laws for the control of noxious or other undesirable plants on the easement area.
- D. Notwithstanding the provisions of paragraph II-B above, the landowner may establish or repair stream-bank riprap if such actions are necessary to protect the integrity of fields or buildings and provided such riprap is performed in consultation with the easement manager and under the direction of appropriate Federal, State, and local authorities.

Conservation Easement for Floodplains (Continued)

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

- A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct floodplains management, monitoring, and easement enforcement activities.

The easement manager may use vehicles and other reasonable modes of transportation for access purposes over land or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may use any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

[Provision to be used when a Federal agency (other than U.S. Fish and Wildlife Service) or a State fish and wildlife agency is the easement manager.]

- A. This easement shall be managed and administered by [name agency] which may be referred to as the "easement manager."
- B. For purposes of management and administration of this easement, except as provided in paragraph V-H, all rights of the United States in this easement are assigned to the easement manager.

The easement manager may enforce all the terms and conditions of this easement, along with all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under its general governmental authorities.

Conservation Easement for Floodplains (Continued)

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

[Provision to be used for management by the U.S. Fish & Wildlife Service.]

- A. All rights, titles, and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the U.S. Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. § 668dd. The U.S. Fish and Wildlife Service may enforce all of the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of floodplain functional values.
- B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

- A. The agreed upon purposes of this reservation are the protection and restoration of the floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "floodplain" is defined by reference to section 6(c) of Executive Order 11988. Any ambiguities in this easement shall be construed in a manner which best effectuates floodplain protection and restoration and fish and wildlife purposes.
- B. Any subsequent amendment to or repeal of any Federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

Conservation Easement for Floodplains (Continued)

- C. For purposes of this easement, floodplain management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife, and associated ecology; and any other activity consistent with the preservation and enhancement of floodplain values.
- D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat, or other suitable document may be recorded in the land records of the respective county in which the property is located.
- E. The easement reservation does not authorize public entry upon or use of land.
- F. The landowner and invitees may hunt and fish on the easement area in accordance with all Federal, State, and local game and fishery regulations.
- G. This easement shall be binding on the landowner, and the landowner's heirs, successors, or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.
- H. The easement manager shall be the agent of the United States or its successors and assigns. The easement manager shall have all discretionary powers of the United States under this easement. [except that the power to release or modify, in any manner, the terms or this easement may be exercised only by a designated employee of the United States Department of Agriculture. Any such succession or assignment of authority must be by express written language, and no power to modify or release all or part of the easement may be inferred from or implied by the conduct on any individual, entity or governmental entity.]² In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract, or otherwise provide for action by employees, agents, or assigns which may include the landowner.

[VI. STATE OR LOCAL REQUIREMENTS.

Insert any State or local floodplain protection requirements that are more restrictive than those contained in the preceding paragraphs.]

² Use only when a Federal agency (other than the U.S. Fish and Wildlife Service) or State fish and wildlife agency is the easement manager.

Language for Properties Contaminated With Hazardous Waste

County Offices shall incorporate the following 2 paragraphs into the main body of the deed.

DEED LANGUAGE FOR PROPERTIES CONTAMINATED WITH HAZARDOUS WASTE

The GRANTOR remains responsible for addressing any contamination of the property, existing at the time of transfer, by hazardous substances (as defined by 42 U.S.C. section 690 and any other applicable Federal or State laws), as well as any contamination which has migrated from the property onto any adjacent properties not owned by the Grantor, whether such contamination has been identified at the time of the transfer of title to the Grantee or is identified after transfer of title. Accordingly, subject to the availability of appropriations, the Grantor agrees to take all necessary and appropriate steps, as required by any State and Federal law, to investigate, decontaminate, cleanup, and remediate any and all contamination on or from the property, including, without limitation, groundwater contamination.

The GRANTOR and its employees, agents, contractors, and subcontractors have the right, upon reasonable notice to the Grantee or any assignee, to enter upon the property for decontamination, cleanup, and remedial actions.

County Offices may add the following notification as an attachment to the deed.

**NOTIFICATION
HAZARDOUS SUBSTANCE ACTIVITY**

The property described as:

[insert legal description for property to be conveyed]

was examined for evidence of potential hazardous substance contamination. To the extent such information is available on the basis of a complete search of Agency files, hazardous substance was stored for one year or more, or was known to have been released or disposed of.

The following table documents the hazardous substances detected in a site investigation conducted by [insert name of contractual firm that prepared the investigation report along with the title of report and its date]. These contaminants were found in soil samples obtained from areas identified as areas where a release of hazardous substances was likely. The TYPE identifies the hazardous substance by product name and chemical name, the REPORTED SITE CONCENTRATIONS indicates the amount in kilograms for solids and liquids, and the PROPOSED RCRA CORRECTIVE ACTION SOIL CRITERIA LEVELS indicates whether corrective action is needed to remediate the contamination.

Language for Properties Contaminated With Hazardous Waste (Continued)

CONTAMINANT	TYPE AND CASRN NUMBER 1/	REPORTED SITE CONCENTRATIONS (mg/kg)	PROPOSED RCRA CORRECTIVE ACTION SOIL CRITERIA LEVELS (mg/kg)

1/ CASRN - Chemical Abstracts Service Registry Number. This is a specific number assigned to known hazardous substances and is available from analytical laboratories, USEPA lists, or the National Office. If known, the number must be on the notification that accompanies this deed, according to 40 C.F.R. 373.3(a).

List any other information pertinent to describing the history of hazardous substances located on the property.

The information contained in this notification is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. section 9620(h).

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____