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ARS □ ERS □ NASS □ NIFA

Manual

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CHAPTER III

GRANTS OF EASEMENT

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1. PURPOSE AND SCOPE

This Chapter prescribes policy, authority, operating procedures, and responsibility for the granting of easements on land under the custody and control of the Agricultural Research Service.

2. REFERENCES

(a) General Easements, 40 U.S.C. 319-319c
(b) Easements for Road Widening, 40 U.S.C. 345c.
(c) General Easements - Public Lands, 43 U.S.C. 931c
(d) Easements for Rights-of-Way - Public Lands, 43 U.S.C. 961
(e) Letter from ARS Administrator to GSD Director dated October 31, 1985.
(f) Real Estate Warrant Program, Directive 241.2
(g) Federal-aid Highways, 23 U.S.C. 317

3. ABBREVIATIONS

AAO - Area Administrative Officer
APMO - Area Property Management Officer
ARS - Agricultural Research Service
CFR - Code of Federal Regulations
FMV - Fair Market Value
FPMR - Federal Property Management Regulations
GSA - General Services Administration
GSD - General Services Division
OO - Office of Operations
REWO - Real Estate Warrant Officer
SHPO - State Historic Preservation Office/Officer
U.S.C. - United States Code
USDA - United States Department of Agriculture

4. DEFINITIONS

a. Federal-aid highway. A highway forming a part of one of the Federal-aid systems: (1) the Interstate System; (2) the Federal-aid Primary System; (3) the Federal-aid Secondary System; and (4) the Federal-aid Urban System.

b. Fair market value (FMV). Highest price in terms of money which the property will bring if exposed for sale in the open market by a seller who is willing but not obligated to sell, allowing a reasonable time to find a buyer who is willing but not obligated to buy, both parties having full knowledge of all the uses to which it is adapted and for which it is capable of being used.

c. Boundary survey. The process by which a parcel of land is measured and its area and lines of possession are determined.

d. Easement. A limited right or interest in the land of another which entitles the holder of the right to some user privilege, or benefit out of or over said land (such as to install pole lines, pipelines, roads, or driveways).

e. National Register of Historic Places. A list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, and culture.

f. Public lands. Those lands owned by the United States that are subject to entry, use, sale, or other disposal under the Public Lands Laws such as mining, grazing, or small tract leasing. Generally speaking, public lands are those lands that have been forever held by the United States of America; the terms "Public Lands" and "Public Domain Lands" are synonymous. These terms are not synonymous with "acquired lands."

g. Right-of-way. An easement which conveys a right to cross or pass over a parcel of land.

h. Acquired lands. Lands owned by the United States but which were acquired from a private party, local Government, and other non-Federal source.

5. DELEGATIONS OF AUTHORITY.

a. Authority to grant an easement for a right-of-way or other purpose is provided for in Reference (a).

b. Authority to grant an easement for road widening purposes is provided for in Reference (b).

c. Authority to grant easement on public lands for road widening purposes is provided for in Reference (c).

d. Authority to grant an easement on public lands for rights-of-way is provided for in Reference (d).

e. The authority delegated to the Administrator, ARS, has been delegated to the Director, GSD, by Reference (e).

f. Authority delegated under Section 5e herein has been delegated to the REWO under Reference (f).

g. Authority for transfer of land by the Secretary of Agriculture to the Secretary of Transportation for a Federal-aid highway is provided for in Reference (g). This authority has not been redelegated to ARS.

Under the authority of 23 U.S.C. 317, the Secretary of Transportation may transfer to a State, fee simple title or lesser interest or Government lands for use as a right-of-way for a Federal-aid highway or as a source of materials for the construction or maintenance of such a highway or road that is adjacent to Federally controlled lands.

6. DELEGATION OF AUTHORITY TO ARS REAL ESTATE WARRANT OFFICERS.

In accordance with Reference (f) and subject to the limitations of References (a), (b), (c), (d), and (g), to grant the following easements:

a. General easements (40 U.S.C. 319-319c). Under this authority, whenever a State or political subdivision or agency thereof or any person makes application for the grant of an easement in, over, or upon real property of the United States for a right-of-way or other purpose, the executive agency having control of such real property may grant to the applicant, on behalf of the United States, such easement as the head of such agency determines will not be adverse to the interests of the United States, subject to such reservations, exceptions, limitations, benefits, burdens, terms, or conditions, as the head of the agency deems necessary to protect the interests of the United States.

The easement may be granted without consideration, or with monetary or other consideration, including any interest in real property.

In connection with the grant of such an easement, the executive agency concerned may relinquish to the State in which the affected real property is located such legislative jurisdiction as the executive agency deems necessary or desirable. Relinquishment of legislative jurisdiction may be accomplished by filing with the Governor of the State concerned a notice of relinquishment to take effect upon acceptance thereof or by proceeding in such a manner as the laws applicable to such State may provide.

The Easement Deed may provide for termination of the easement in whole or in part if there has been:

- a failure to comply with any term or condition of the grant, or

- a nonuse of the easement for a consecutive 2-year period for the purpose for which granted, or

- an abandonment of the easement.

If such a provision is included, it shall require that written notice of termination shall be given to the grantee, or its successors or assigns.

b. Easements for road widening (40 U.S.C. 345c). This law provides for the granting of easements to States or political subdivisions of States upon application in connection with an authorized widening of a public highway, street, or alley.

The conveyance shall be with or without consideration and under such terms and conditions as the head of executive agency deems necessary to protect the interests of the United States.

The law further provides that when transfer of title to the Department of Transportation, Federal Highways Administration, can be accomplished pursuant to 23 U.S.C. 317, i.e., conveyances for purpose of highway construction, the 40 U.S.C. 345c authority will not be used.

Note: Under the authority of 23 U.S.C. 317, the Secretary of Transportation may transfer to a State fee simple title or lesser interest in Government lands for use as a right-of-way for a Federal-aid Highway or as a source of materials for the construction or maintenance of such a highway or road that is adjacent to ARS-controlled lands. As a general rule, such a transfer would be used only if other easement authorities available to ARS are inappropriate. Transfers would be accomplished in accordance with procedures outlined in ARS Real Estate Procedural Manual, Chapter: Disposal of Real and Related Personal Property.

c. General easements--public lands (43 U.S.C. 931c). The head of any department or agency of the Government of the United States having jurisdiction over public lands and national forests, except national parks and monuments, of the United States is authorized to grant permits, leases, or easements to States, counties, cities, towns, townships, municipal corporations, or other public agencies for the purpose of constructing and maintaining on such lands public buildings or other works.

In return for the grant of easement, the applicant must pay a sum representing the FMV of such permit, lease, or easement, to be fixed by the head of the department or agency through appraisal.

The maximum term of the easement is fixed, by law, at 30 years.

In the event such lands cease to be used for the purpose for which granted, the authorized use shall thereupon terminate.

d. Easements for right-of-way--public lands (43 U.S.C. 961). The head of the department having jurisdiction over public lands is authorized and empowered under general regulations to be fixed by such head to grant an easement to any individual, association, or corporation, for rights-of-way, for a period not exceeding 50 years, over, across, and upon the public lands and reservations of the United States for electrical poles and lines for the transmission and distribution of electrical power, to the extent of 200 feet on each side of the center line of such lines and poles.

It also authorizes, for a period of 50 years, for rights-of-way for poles and lines for communication purposes, and for radio, television, and other forms of communication transmitting, relay, and receiving structures and facilities not to exceed 400 feet by 400 feet.

All or any part of such right-of-way may be forfeited and annulled by declaration of the head of the department having jurisdiction over the lands for nonuse for a period of 2 years or for abandonment.

The authority delegated to the ARS REWO's under Reference (f) may not be redelegated.

7. POLICY

A grant of easement restricts, to varying degrees, the Government's and ARS' present and future use of real property. It is the general policy of ARS, therefore, to restrict the granting of easements to cases of necessity and to impose such limitations on the scope, terms, and conditions of easements as will protect the Government's adjoining property and its remaining interest in the easement area. No more land than is necessary for the purposes of the easement shall be granted.

To provide for efficient management of ARS real property, a minimum number of joint-use utility and road corridors of sufficient width to accommodate several parallel conduits should be established. Ideal corridors would be those which are parallel and contiguous to major roads, particularly boundary roads, and other legal and/or natural boundaries. Easement applicants should be directed to use established corridors.

8. PRELIMINARY DETERMINATIONS.

Applicants for easement requests should be advised to submit a General Information Sheet (Exhibit 1) to the APMO which synopsizes pertinent project details.

Upon receipt of the General Information Sheet, the APMO with officials of the affected Location, will make the following determinations:

a. The United States has sufficient estate in the property and ARS has sufficient jurisdiction to grant the requested easement.

b. The property is not encumbered by other rights which would be incompatible with the proposed use.

c. The proposed use would not conflict with ARS programs, current or projected.

d. The applicant has the capacity to acquire the easement and comply with its terms.

e. Use of Federal property to support the proposed use is the only reasonable alternative available to the applicant.

f. Whether the affected Federal property is listed on the National Register of Historic Places (see Section 9).

g. Whether the proposed action will produce an environmental effect (see Section 10).

Upon receipt and review of submitted material, the APMO will advise the applicant as to whether the request can be accommodated and, if so, will direct the applicant to proceed with obtaining additional documents (see Section 13).

9. SPECIAL PROCEDURE WHEN PROPERTY LISTED IN NATIONAL REGISTER IS INVOLVED IN AN EASEMENT PROPOSAL.

1. 16 U.S.C. 470f provides that "The head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or Federally assisted undertaking in any State and the head of any Federal department or independent agency having authority to license any undertaking shall, prior to the approval of the expenditure of any Federal funds on the undertaking or prior to the issuance of any license, as the case may be, take into account the effect of the undertaking on any district, site, building, structure, or object that is included in the National Register. The head of any such Federal agency shall afford the Advisory Council on Historic Preservation established under Title II of this Act a reasonable opportunity to comment with regard to such undertaking."

2. The granting of an easement involving National Register property should be avoided. However, if there are compelling circumstances justifying such a grant, the APMO, prior to directing the applicant to proceed with additional requirements outlined in Section 13,

should contact the SHPO and supply information as to how the proposed easement would (or would not) create any change in the quality of the historical, architectural, archeological, or cultural character that qualified the property under the National Register criteria for listing in the National Register, and, if so, whether the easement would (1) destroy or alter all or any part of the National Register property; (2) isolate it from, or alter, its surrounding environment; or (3) introduce visual, audible, or atmospheric elements that are out of character with such property and its setting.

Until the SHPO's concurrence with the action is received, no further processing of the easement proposal can take place.

10. NATIONAL ENVIRONMENTAL POLICY ACT.

An assessment of the probable ecological and environmental impacts of the proposed action shall be made in accordance with 7 CFR 520, Final Regulations for Implementing National Environmental Policy Act, as published on September 25, 1986, in Volume 51, No. 186, of the Federal Register.

11. FAIR MARKET VALUE REQUIREMENTS.

Subject to the provisions set forth in References (a), (b), (c), (d), and (g), an assessment will be made of the FMV of the easement estate to determine the amount of consideration, if any, to be provided to the Government.

In determining the amount of cash consideration for an easement involving benefit to the Government, credit may be allowed against the fair value to the extent of the value of the benefit. Such values shall be established by recognized appraisal practices. Examples of benefits which may be credited against fair value are (1) improved traffic flow to and from a Government installation resulting from an easement for a public road; (2) improved drainage of a Government installation resulting from an easement for a storm-drainage channel.

Exception: No consideration will be charged for easements for Federal-aid highways and for easements issued pursuant to the following Section 12.

12. SPECIAL PROCEDURE WHEN APPLICATION INVOLVES INSTALLATION OF UTILITIES TO SERVICE ARS FACILITIES.

If utilities are to be installed on ARS-owned property and if such utilities are installed for purposes of servicing ARS facilities, an easement deed, issued to the supplying company, shall be the method of documentation.

If the installation solely services the ARS facility, to the exclusion of abutting and adjacent property owners, the requirement, for submittal of an Appraisal Report, shall be waived.

13. APPLICANT SUBMITTAL REQUIREMENTS.

Upon determination that the easement request can be accommodated, the APMO should instruct the applicant to submit, at applicant's expense, the following material:

- Record of Survey Map(s) and Legal Description(s) (Exhibit 2).
- Construction Drawings.
- Appraisal Report (Exhibit 3).
- Environmental Assessment or Environmental Impact Statement (if necessary).

14. EASEMENTS - LIMITATIONS.

a. Except as noted herein, the easement shall contain the standard terms and conditions shown in ARS Form 495 (Exhibit 4).

b. An easement issued pursuant to 43 U.S.C. 931c (Section D.3) shall be limited to a maximum term of 30 years.

An easement issued pursuant to 43 U.S.C. 961 (Section D.4) shall be limited to a maximum term of 50 years.

Easements issued under other authorities shall not, as a general rule, exceed 50 years unless the circumstances, including legal limitations on the authority of the grantees, require a longer term. When granting easements with terms longer than 50 years, full written justification shall be documented in the file.

c. The relocation provision of the standard format Easement Deed (Article 10) may be omitted when the easement is for a highway, road, street, or railroad. It may also be omitted from easements for other purposes if it can reasonably be determined under the circumstances that relocation will not be necessary and the prospective grantee has specifically requested the omission. When granting easements which omit Article 10, full written justification shall be documented in the file.

Note: If the relocation provision is omitted, and if future requirements necessitate the relocation of the grantee's improvements, the cost of such relocation will fall upon the

Government. Accordingly, the possibility of future expansion of ARS facilities in the vicinity of the easement should be carefully examined prior to any determination for the omission of Article 10.

d. Additional terms and conditions to protect the interests of ARS and the Government, as determined by the AAO in consultation with the affected Location, shall be listed in the space provided on the back of Exhibit 4.

Examples of special provisions include:

- (for easements granted pursuant to Section 12) provide for exclusive use of Government. (REQUIRED)

- relocation and/or replacement of Government facilities displaced by construction activities.

- reserving the right for future connections at no cost to the Government.

- reserving right of access over constructed roads.

- reserving right to construct exit or entrance roads.

- reserving right to construct grade-separated crossings or pedestrian crossings over or under roads together with the additional right to cross over or under the right-of-way with utility lines and related facilities.

15. PREPARATION OF ARS FORM 495.

With reference to the limiting factors set forth in Section 14, the following procedures are required when filling out ARS Form 495.

a. Preamble.

1. USDA-ARS is to be inserted as the agent acting on behalf of the United States of America.

2. The full name and/or title of the party to whom the easement is being conveyed needs to be inserted in the space identified for the "Grantee."

3. The ARS Location and/or Worksite to be encumbered by the easement and a general description of what is being installed is to be inserted in the space identified as "facilities."

4. If any construction plans or drawings have been required of the Grantee for the installation, identifying numbers and dates are to be inserted after "plans numbered." Filling in of this information is dependent on the situation, i.e., in not every instance will plans have been prepared. If none are required, "N/A" should be inserted.

5. (REQUIRED) The legal description of the area to be conveyed needs to be inserted. The accompanying survey map should be identified as follows after insertion of the legal description: " . . . all as shown on Exhibit '1,' attached hereto and made a part hereof."

   If the legal description is too lengthy to be inserted, state the following:

   "See Exhibit '1,' legal description and Exhibit '2,' survey map, both of which are attached hereto and made a part hereof."

6. The appropriate Federal law providing for the conveyance needs to be inserted after " . . . pursuant to the Act of . . . " Please refer to Section 6 herein for the appropriate law, e.g., 40 U.S.C. 345c.

7. After the word "effective," insert the following:

   a. Article 1. The title of the official in charge of the Location and/or Worksite where the encumbrance is to be located should be inserted.

      The name of the ARS Location and/or Worksite should be inserted in the second space.

   b. Article 10. Insert "N/A" in the space provided. "Regional" should be crossed out.

   c. Article 12. Insert the number of days for Grantee to remove structures after termination. The timeframe can range from 30 days up through 180 days. In making the determination, you need to know the nature of the improvement and method of removal. The timeframe must be reasonable.

   d. Additional provisions (To be listed after Article 15). Please refer to Section 14 herein. Each additional provision should be numbered beginning with "16."

      If cash consideration is to be required of the Grantee, the amount to be provided needs to be inserted as an additional provision.

e. Signature. After preparation, the Easement Deed should be sent to the Grantee for review and acceptance. Grantee should sign under the block "Grantee's Signature." The Grantee should be instructed to return the deed to the APMO along with any required cash consideration in the form of a check made out to the Government.

After assuring that all information is complete and the appropriate documentation prepared and filed, the Area REWO should execute under "Signature." The signature may be witnessed but this is not necessary. The signature of the ARS REWO must be notarized prior to recordation.

f. Document number. Each easement will be assigned a document number which shall be entered at the top right of the form. The suggested numbering system for easements follows the guidelines set forth in Directive 210.7 (6/6/84) for contracts. For example, 57-43YK-8-001 is explained thus:

	57	43YK	8	10 001
57-Real Property Rental Contract	>	>	>	>
43YK-Last 4 digits of GSA Fedstrip requisition number		>	>	>
8-Last digit of fiscal year in which contract became effective			>	>
001-Control numbers (001-999)				>

A log on identification numbers should be maintained by the APMO.

h. Consideration. If cash consideration is involved, the Grantee's check shall be sent to:

Department of Agriculture
Administrative Collections
P.O. Box 70792
Chicago, Illinois 60673

See Directive 326.10 for preparation of ARS Form 94 for transmittal of check.

16. RECORDATION.

The Easement Deed shall be recorded in the local records of the County where the easement site is located. The recorder's office should be instructed to return the original deed with recordation date clearly discernible to the appropriate APMO office.

17. DISTRIBUTION.

The original deed with recordation data shall be returned to the GSD Real Property Management Section for retention as a permanent document. A copy shall be retained in the Area office. A copy shall be provided to the Location where the easement is located.

18. ADMINISTRATION OF EASEMENTS.

After easements have been granted, the APMO, in coordination with Location officials, will act as necessary to assure that Grantees remain in compliance with the terms and conditions of the easements. An easement may be amended. The amendment shall be in writing and recorded in County records. Procedures for the processing of the initial request will be followed. Distribution of documents shall be in accordance with Section 17 herein.

19. PROCEDURES FOR TERMINATION BY ARS.

An Easement Deed may be terminated upon failure of Grantee to comply with terms and conditions of the Easement Deed; upon abandonment; or upon nonuse for a period of two consecutive years. If the APMO, in consultation with the Location officials, determine that termination, in accordance with circumstances provided herein, is justified, termination may be effected under the redelegation of authority in Section 5h herein. Termination shall be in writing and termination document recorded in appropriate County records. Distribution of documents shall be in accordance with Section 17 herein.

20. PROCEDURES FOR TERMINATION BY GRANTEE.

The Grantee may terminate an easement by a reconveyance or release to the United States. The fact of termination does not relieve the Grantee of any obligation under the easement. A separate, recordable conveyance to the United States is required.

Exhibits

1	General Information Sheet	1 page
2	Specifications for Boundary Survey	4 pages
3	General Specifications for the Appraisal Report	2 pages
4	Easement Deed	2 pages

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A. APPLICATION BY:

[ ] Individual [ ] Partnership [ ] Corporation [ ] Public Agency

Applicant's Name _____

Applicant's Address _____

_____
(City) (State) (Zip Code)

Telephone ( ) _____

B. PROJECT LOCATION:

Quarter, Section, Township, Range, Reference Median _____

County _____ State _____

ARS Facility _____

C. PROJECT DESCRIPTION:

Acres _____

Length _____ Width _____

Improvements to be Constructed _____

_____

_____

Purpose of Project _____

_____

_____

Scheduled Start _____

Scheduled Finish _____

D. SIGNATURE AND CERTIFICATION:

All statements contained above and on any related exhibits are true and correct to the best of my knowledge.

Applicant _____

By _____

Title _____

Date _____

SPECIFICATIONS FOR BOUNDARY SURVEYS

A. GENERAL

1. Definition.

"Site" shall mean the area to be surveyed.

"Parcel" shall mean the specific location of the project.

2. Drawing.

Drawing(s) shall be 24" x 36" with 1/2" border on top, bottom, and right side, and 1-1/2" border on left side.

Drawings shall be reproducible drawings of polyester film base type, 4 mil thickness, matte both sides equal to Cronflex produced by Dupont, or Kodagraph Estar produced by Eastman, or line base type similar to "Photac."

A 5" x 5" title block shall be provided on lower right-hand side of the drawing. The title block shall indicate:

U.S. Department of Agriculture
Agricultural Research Service
Name of Facility
City, State

A 4" x 4" title block shall be provided on lower left-hand side of the drawing for surveyor's title block. Show survey date in title block.

3. Scale.

Use a scale of 1 inch - 16 feet or 1 inch - 20 feet. Indicate graphic scale on drawing.

Show North arrow on drawing.

Where practical, place northerly side of site at top and make one street parallel to one side of sheet.

4. Computations and Measurements.

Surveyor may use electronic distance measuring (EDM) equipment, steel tape, or a combination thereof to obtain required distances.

Surveying computations may be made by using electronic computations, manual computations, or a combination thereof.

5. Registration.

All survey work shall be performed under the direction of a Registered Land Surveyor (RLS).

The RLS seal shall be affixed (stamped) on each survey drawing.

B. FIELD WORK

1. Boundary Line Layout.

Research public records for information bearing on the title to the parcel.

Perform a field investigation for evidence affecting the locations of lines and corners in the area. Continue this process until determinations for the locations of the subject lines and corners appear to be substantiated by majority evidence.

2. Boundary Field Traverse.

Lay out, and establish in the field and run a continuous traverse along all boundary lines. Record all angles and bearings. Record all distances measured.

3. Offset Traverse Lines.

Boundary field traverse lines shall be run along the actual boundary lines. If this is not possible, then traverse lines must be offset with complete information shown in field notes to relate the offset lines to the actual boundary line.

4. Error of Closure.

Error of closure of each boundary field traverse shall not be more than 1:10,000 unadjusted and traverse shall be adjusted to close using the compass rule or other standard recognized method.

5. Monuments.

If only one ownership, set concrete monuments at corner of traverse. If more than one ownership, set concrete monuments at corners on the exterior perimeter of the entire site considered as one parcel.

Concrete monuments shall be 6" x 6" x 3' in size, with a 3/8" diameter brass or copper pin 3" long embedded in the center of the top. Mark the exact intersection of the property lines by a punch mark or cross mark on the pin.

Set all monuments flush with ground or concrete surface.

6. Offset Monuments.

When corner is inaccessible, set monument on property line, offset from corner.

Remove any existing concrete to minimum extent necessary to set monuments.

When buildings prevent setting offset monuments, set copper or brass pins, 3/8" diameter x 3" long, in property lines projected in curbs or sidewalks, drilling holes in sidewalk or curb and grouting pins in place. Brass pins shall not be set in any object other than concrete sidewalks or curbs which are in good condition.

Note all pins, offset monuments, and offset distances on drawing. Show by note on drawing the type and size of pins used.

C. BOUNDARY SURVEY DRAWING

1. Show adjusted traverse information for all field traverses.

2. Show bearings of boundary lines computed to nearest second.

3. Show distances of boundary lines to nearest hundreth of a foot.

4. Show central angle, arc length, radius, bearing and distance of long chord and interior angles between the long chord and adjacent boundary lines. In the legal description, also state direction of radius center with respect to long chord.

5. Show, by note on drawing(s), whether bearings are referred to true or magnetic north. Other references are subject to approval.

6. Show area of all parcels in acres to nearest thousandth (3 decimal places).

7. Show all iron pins and monuments set, and label "IRON PIN set," etc.

8. Show lot lines (drawn lightly) if property has been subdivided and give lot and block numbers and identify reference plat and deed book and page of such plat from which lot and block numbers were taken.

9. Show names of present owners of all parcels and alleys, and names of parties holding easement rights, and indicate deed book numbers and page.

10. Show names of owners of adjacent property on the drawing.

11. Show established building lines according to zoning ordinances, and their relation to property lines. State source of any established building lines.

Bench Mark: Top Entrance Step of Courthouse (or other object) Elev. 265.56 (Mean Sea Level). Elevations shown on this survey are based on an assumed elevation of 96.40' for fin. first floor U.S. Post Office (as used on original construction drawings). The fin. first floor elevation of the Post Office is at 262.80 (M.S.L.), referred to the Bench Mark Datum above.

D. LEGAL DESCRIPTIONS

1. Reference the point of beginning from the point of intersection two street right-of-way lines.

2. Write a Metes and Bounds legal description of the parcel.

E. SUBMITTALS

1. Reproducible drawing and ten copies.

2. Legal description(s) - two copies.

GENERAL SPECIFICATIONS FOR THE APPRAISAL REPORT

The appraisal report is a document used to support, and to justify in part, the decisions made by Management. The Appraiser, in writing it, should be mindful of the fact that it may be subpoenaed into court or become the subject of investigation by a Committee of the Congress. Therefore, it is essential that its contents reveal that the Appraiser has made an intelligent and adequate study and analysis of the appraisal problem, has considered all available, pertinent, and reliable data, and that he has used sound and logical reasoning in developing his valuation conclusions.

1. FORMAT.

The report shall be bound in a durable cover with a typewritten label on the face thereof, identifying the appraised property. The paper used shall be a good grade bond (the heavier the better, in order to withstand repeated usage) of size 8-1/2 x 11 inches. All pages shall be numbered consecutively from the beginning of the report to the end, including maps, plans, photographs, and exhibits, and each important heading shall be shown in the Table of Contents.

OUTLINE.

To provide uniformity, the text shall be divided into three parts: Part I, Part II, and Part III. The report shall contain tabulations or schedules of supporting data, with brief explanation of their connection with the narrative sections of the report. Computative data in support of the approaches to value should be included. The following specified outline may vary, dependent upon the type of property under appraisal. Of necessity, additional data will be required in the case of highly specialized properties. At times, certain items may be deleted (as in the case of land valuation only). Generally, however, the following outline contains the minimum information required and the omission of any item shall be justified by narrative.

PART I

1. Title Page
2. Table of Contents
3. Letter of Transmittal
4. Photographs
5. Statement of Limiting Conditions
6. Reference

PART II - ANALYSES AND CONCLUSIONS

7. Purpose
8. Legal Description
9. City or Area Data
10. Neighborhood Data

11. Property Data
    a) Site (Descriptive), Soil, Topography, etc.
    b) Improvements (Descriptive)
    c) Equipment (General Description and Inventory)
    d) Condition (Current for Each Item or Group)
    e) Assessed Value and Annual Tax Load
    f) Insurance, Coverage, and Annual Premium Costs
    g) Zoning (for Subject and Comparable Properties)
    h) History
12. Analysis of Highest and Best Use
13. Land Value: Justification Therefor
14. Estimate of Value as Indicated by Cost Approach
15. Estimate of Value as Indicated by the Income Approach
16. Estimate of Value as Indicated by the Comparative (or Market) Approach
17. Appraiser's Interpretation of the Estimates (Correlation)
18. Certification

PART III - ADDENDA

19. *Location Map (Within the City of Area)
20. *Comparative Data Map (Showing Geographic Location of the Appraisal Property and the Comparative Parcels Analyzed)
21. Detail of the Comparative Data (Narrative)
22. *Plot Plan
23. *Floor Plans
24. Other Pertinent Exhibits
25. Qualifications of Contract Appraiser

*All maps and plans may be bound as facing pages opposite the description, tabulation, or discussions they concern.

STATEMENT OF WORK (SOW) FOR APPRAISAL

The Agricultural Research Service (ARS) requires an appraisal of the _____-acre property described as follows: _____

_____:

(If available, legal description included in Exhibit 1)

The following items should be provided by the appraiser in the proposal and/or the appraisal report:

1. The general specifications for the appraisal report (see attached Exhibit 2) describes in detail the format and items to be included in the appraisal report. The appraiser will provide a statement in the proposal that this format will be followed in the appraisal report.

2. The appraiser certification (see attached Exhibit 3) is to be included in the appraisal report. The appraiser will provide a statement in the proposal that this certification will be included in the appraisal report.

3. A description of the property to be appraised, including a plat, will be provided in the appraisal report. The description and plat will be furnished by ARS to the appraiser if available.

4. The appraiser must have a recognized professional designation, i.e., Member of the Appraisal Institute (MAI), or Society of Real Estate Appraisers (SREA). The appraiser will provide evidence of his/her educational background in both the proposal and the appraisal report.

5. The appraiser must have experience in performing appraisals for the Federal Government and should provide evidence of this experience in both the proposal and the appraisal report.

6. The appraiser must have experience in performing appraisals on the type of property to be appraised. The appraiser should provide evidence of this experience in both the proposal and the appraisal report.

7. Three (3) copies of the appraisal report, and other correspondence relevant to the appraisal, as required in item number 10, will be required. The following individuals should receive copies of all relevant documents:

   1) Chief, Property Management Branch, 6303 Ivy Lane, Room 601, Greenbelt, MD 20770-1433, 301-344-0198, Telefax Number 301-344-0311;

   2) Area Property Management Officer, _____;

   _____

   3) Location Coordinator, _____;

   _____

8. The appraiser will contact the Location and/or Area Property Office for purposes of admission and directions to the property to be appraised as follows: _____

_____

9. The appraisal report will be completed within thirty-one (31) work days after notice to proceed on Phase I.

10. Three phases of work will be conducted under the SOW, as follows:

Phase I - The appraiser will provide ARS with an indication of his/her conclusion of Highest and Best Use, in writing, to the ARS contacts shown in item number 7, within seven (7) work days after the notice to proceed. The appraiser will proceed only when directed by ARS. ARS will review the conclusion of the appraiser and advise the appraiser within five (5) work days after receipt of the appraiser's conclusion whether to proceed.

Phase II - After review by ARS of the appraiser's conclusion and upon direction from ARS, the appraiser will provide a general estimate of value, in writing, to the ARS contacts shown in item number 7, within seven (7) work days. The appraiser will proceed only when directed by ARS. ARS will review the general estimate of the appraiser and advise the appraiser within five (5) work days after receipt of the appraiser's general estimate whether to proceed.

Phase III - After review by ARS of the general estimate of value and upon direction from ARS, the appraiser will proceed to complete the appraisal report. The report will be submitted to the ARS contacts shown in item number 7, within seven (7) work days, for final review and approval.

11. The appraiser must provide evidence of a license or certification after July 1, 1991, as required by Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

12. Additional items to be included and/or considered in the appraisal report are as follows: (Include any items or conditions unique to the appraisal.)

_____

_____

_____

_____

_____

United States Department of Agriculture
Agricultural Research Service

EASEMENT DEED

THE UNITED STATES OF AMERICA, acting by and through the _____

first party (hereinafter called *Government*), hereby grants and conveys an easement to _____

second party (hereinafter called *Grantee*) to construct, maintain and use _____

(hereinafter referred to as *facilities*, in, on, across, over or under, as may be, of the property of the Government, described as follows *(insert legal description)*:

All as shown on a map marked Exhibit "A", attached hereto and made a part hereof.

The foregoing easement is given pursuant to _____ and is made subject to the following terms and conditions:

1. The _____ is designated as the onsite representative of the _____ for the administration of this easement.
2. The Government does not warrant the title to any of said land, and the rights and privileges herein granted shall be subject to any mineral reservation or other rights, if any, now outstanding in third parties.
3. The rights and privileges hereby granted shall not be assigned by the Grantee without the written consent of the Government.
4. The Grantee shall be liable for any damage resulting to the Government from the use of the property by the Grantee and shall hold the Government harmless from any and all claims or damages by third parties from the use of the property by Grantee.
5. The Government reserves unto itself, its nominees and assigns, the right to use any part of said lands for any purpose, provided such use does not interfere with the rights and privileges hereby granted.
6. The Grantee shall be responsible for the maintenance and security of all of its equipment located within the easement area covered by this grant.
7. No soil or materials shall be placed on property of the Government outside of the granted area, and refuse, if any, resulting from clearing of the land shall be disposed of to the satisfaction of the onsite representative or designee.
8. Any property of the Government damaged in connection with said construction will be repaired by the Grantee at no expense to the United States.
9. The Grantee shall not use an "active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (61 Stat. 163; 7 U.S.C. § 135 et seq.), in violation of said Act on the land described in this easement.
10. The area granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the ARS Real Estate Warrant Officer, or his designated representative, to be necessary, without liability or expense to the Government, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the Government.
11. In the event the Grantee fails to use the easement for a consecutive 2 year period from the date hereof, or in the event the Grantee shall at any time abandon the use of the property for the purpose for which granted, or in the event the Grantee shall violate any of the provisions of this grant, the Government may terminate this grant by giving the Grantee notice in writing 60 days in advance of such termination and the rights thereby granted shall thereupon terminate.
12. Upon the revocation or termination of this grant, the Grantee may, within a period of _____ days of the effective date of termination, remove all structures which have been placed on the premises by the Grantee, but upon failure to remove the structures they shall become property of the Government.
13. The Grantee does by the acceptance of this easement covenant and agree for itself, its assigns, and its successors in interest to the property herein conveyed or any part thereof, that the covenants set forth below shall attach to and run with the land:
    (a) That the aforesaid granted easement area will be used in full compliance with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this deed to the end that no person in the Government shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any programs or activities provided thereon; and

Form ARS-495 (8/88)

(b) That the Government shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

(c) In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above-described property shall, at the option of the Government, revert to and become the property of the United States of America, which shall have an immediate right-of-entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title and interest in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Government to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, with respect to such future performance, shall continue in full force and effect.

14. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit to arise therefrom. This provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

15. This easement shall be granted for a period of _____ years and terminate on _____.

16. This easement was granted in consideration of _____ dollars paid by the Grantee to the Government.

List any additional provisions or conditions. If none, so state

IN WITNESS WHEREOF, the United States of America acting by and through the Agricultural Research Service, United States Department of Agriculture, has executed these presents.	*Signature*
	Authorized Representative's Title — *Date*
WITNESSES *(Signatures)*	**GRANTEE'S ACCEPTANCE**
	Signature
	Authorized Representative's Title
	Date

UNITED STATES OF AMERICA

On this _____ day of _____ before me appeared _____ to me personally known who being duly sworn by me, did say that he is the _____ Agricultural Research Service, United States Department of Agriculture, and that the seal affixed to this instrument is the seal of the United States Department of Agriculture and that instrument was signed and sealed on behalf of the United States of America by authority duly given, and the said _____ acknowledged said instrument to be the free act and deed of the United States of America.

Given under my hand and notarial seal, this the _____ day of _____

NOTARY PUBLIC