

# Maine Working Farmland Access Protection Program

## Proposal Workbook **Board Adopted Policy & Guidelines**



Last Revised: February 26, 2024

Land for Maine's Future  
Bureau of Resource Information and Land Use Planning  
Maine Department of Agriculture, Conservation and Forestry  
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# Table of Contents

I. Overview ..... [2](#)  
II. Board Policies and Guidelines ..... [5](#)  
III. Threshold Criteria ..... [9](#)  
IV. Scoring System for Evaluating Farmland Protection Proposals ..... [10](#)  
V. Proposal Instructions ..... [16](#)  
VI. Completion Requirements for Approved Projects ..... [22](#)

## Appendices

Project Inquiry Form ..... [Appendix A](#)  
WFAPP Budget Template ..... [Appendix B](#)  
Appraisal Standards ..... [Appendix C](#)  
WFAPP Easement Guidelines ..... [Appendix D](#)  
WFAPP Project Agreement Template ..... [Appendix E](#)  
Post-Closing Grant Fact Sheets ..... [Appendix F](#)  
WFAPP Statute ..... [Appendix G](#)

**Project Inquiries due [May 17, 2024](#), for Bureau of Agriculture, Food and Rural Resources Review.**

**Full Proposals due [August 2, 2024](#)**

**A Subsequent Call for Proposals may be released contingent on the availability of funds.**

**Submit an electronic PDF and one printed copy of your Proposal to:**

Mariam Taleb, Agricultural Resource Division  
Bureau of Agriculture, Food and Rural Resources  
28 State House Station  
Augusta, ME 04333-0028  
[Mariam.Taleb@maine.gov](mailto:Mariam.Taleb@maine.gov)

\*Please note that printed copies submitted via mail must be postmarked by the date proposals are due.

## **I. Overview**

### **History and Need**

Agriculture is critically important to Maine's economy and food supply and contributes to the state's communities and overall quality of life. Essential to the continued viability of agriculture in Maine is the continued availability of productive farmland in all areas of the state. One effective strategy used to maintain this land base is the purchase of development rights on farmland via agricultural easements (also sometimes called agricultural conservation easements or working land easements). This ensures that Maine's farmland is not lost to development and remains available for both established and beginning farmers.

The Land for Maine's Future Program (LMF) funded its first farmland preservation project in 1990, and each subsequent round of funding has included farmland preservation as a goal. In 2021, the Maine Legislature made a permanent commitment to protecting working farmland by creating the Working Farmland Access and Protection Fund and Program, establishing a dedicated funding source for the preservation of Maine farmland. The Department of Agriculture, Conservation, and Forestry (DACF), Bureau of Agriculture, Food, and Rural Resources (BAFRR) administers the program in conjunction with the Land for Maine's Future (LMF) program in DACF's Bureau of Resource Information and Land Use Planning, and the LMF Board.

### **Purpose**

The purpose of the Working Farmland Access and Protection Program (WFAPP) is to protect Maine's important farmlands from conversion to non-agricultural uses. WFAPP Applications are submitted to and scored by BAFRR, with the LMF Board confirming the award of WFAPP funds. Successful applicants work with LMF and BAFRR staff to complete due diligence and close on projects.

WFAPP seeks to protect farmlands comprised of soils identified and classified by the USDA Natural Resources Conservation Service as "Prime Farmland," "Farmland of Statewide Importance," and "Farmland Soils of Local Importance," as well as "Unique Farmlands," that do not rely on prime, statewide or locally important agricultural soils, but do produce important high-value crops such as blueberries and cranberries. On these protected properties, WFAPP encourages agricultural practices that support soil health, carbon sequestration, and the long-term productivity of protected farmland.

WFAPP also seeks to protect properties that support farming operations in areas of the State that support and anchor a viable agricultural economy, that benefit beginning farmers or

underserved communities, and that provide multiple public benefits such as protection of wildlife habitat.

### **Who Can Apply**

Project proposals can come from a state agency, a local or statewide land trust, a non-profit conservation organization, a town, or other entity that is an eligible holder of conservation easements under Title 33 M.R.S.A, Section 476(2) and a “qualified organization” under Internal Revenue Code Section 170(h)(3). Owners and operators of farmland who are interested in protecting their land from development are welcome to contact LMF or BAFRR for more information about the WFAPP, but will need to work with one of these eligible entities rather than applying directly to LMF. All proposals must be sponsored by the Bureau of Agriculture, Food, and Rural Resources; see below for details on how to seek sponsorship and bring a project proposal to LMF.

### **Appropriate Project Types**

The WFAPP program will either fund the acquisition of agricultural conservation easements or fee simple acquisition of properties. The majority of projects receiving WFAPP funding will be the acquisition of agricultural conservation easements that extinguish development and subdivision rights on protected farmland and restrict other uses and alterations that could threaten the continued agricultural use of the land. The WFAPP agricultural easement guidelines are found in Appendix D. A model agricultural easement template will be made available on the LMF website. Unless prior approval is received from LMF, all WFAPP projects are required to use this template, with appropriate customization to meet the needs of each project.

WFAPP seeks to protect productive agricultural lands, including prime and statewide important farmland soils as well as unique farmlands that are productive for important crops that do not rely on prime farmland soils. Other program goals include supporting local agricultural markets and economies, supporting beginning and underserved farmers, enabling farmland succession and generational transfer, and achieving multiple conservation goals by protecting ecological resources or unique natural areas on farmland. The full criteria used to evaluate WFAPP proposals are found in Section III.

Non-farmland portions of a farm property may be included in a WFAPP proposal and protected by the agricultural easement. These may include woodlots, wetlands, riparian areas, and farmsteads. If these areas contribute to the overall viability of the farm by providing additional income streams from activities such as a farm stand, timber harvesting, maple sugaring, or agritourism, the project proposal should identify these activities. The easement guidelines in Appendix D include several optional provisions that may be appropriate for non-farmland portions of a property, and certain scoring criteria require the inclusion of these provisions to receive maximum points.

In rare cases, WFAPP funding may also be used by an eligible applicant to purchase farmland outright. In these cases, the applicant must demonstrate a clear commitment to ensure continued agricultural use of the property, such as by transferring it to a suitable farmer or leasing it to beginning farmers. Pursuing fee simple acquisition with WFAPP funding would be a new process and likely result in a longer timeline to project completion. If a proposal includes fee simple ownership, the applicant should consult with LMF and BAFRR early on to confirm that the planned management and/or disposition of the land is compatible with WFAPP funding.

### **Proposal Process**

Upon announcement of grant funding availability, all potential applicants **must** complete the WFAPP Project Inquiry Form found in Appendix A prior to submission of a full project proposal to provide staff with general project and contact information. BAFRR and LMF staff will be available to assist and advise project applicants with the application and review process, including an assessment of whether the proposal meets the basic program criteria and whether it meets the requirements for full consideration.

Complete applications will be submitted to BAFRR and evaluated by a Review Panel established by the Commissioner of DACF and composed of individuals with knowledge of farming and farmland protection in Maine. This step implements the 2021 legislation creating WFAPP and differs from the previous LMF funding process for farmland preservation.

Upon receipt by BAFRR, the Review Panel will evaluate and score project proposals and make recommendations, based on the program requirements and selection criteria presented below, to the Commissioner of DACF. The Commissioner will in turn evaluate and recommend suitable projects to the LMF Board for funding allocations and financial awards. Based on the recommendations of the Review Panel and the Commissioner, the LMF Board will make preliminary WFAPP awards.

Upon notification of funding support from the LMF Board, finalists will work with LMF and BAFRR staff to complete the acquisition process. Preliminary awards are confirmed as final following the Board's acceptance of appraised value, and funds are disbursed when all due diligence is complete and the project proceeds to closing. See Parts II, III, and VI of this Workbook for a detailed description of standard project conditions and requirements. Please contact LMF staff with any questions about these requirements.

## II. WFAPP Policies and Guidelines

**Willing Sellers Only** – Proposals must include a signed consent from the owner(s) of land being proposed for consideration.

**Municipal and County Approval** - Municipal approval is required for WFAPP funding when property interests representing more than 1% of a municipality's state valuation are considered for acquisition. WFAPP policy is to encourage applicants to seek municipal input on all acquisitions. Within unorganized territories, approval of the appropriate County Commissioners is required if the land value of a proposed project constitutes more than 1% of the state valuation of the unorganized territory within that county.

**Public Notice of Intent to Purchase** – The LMF Board publishes a notice of a vote to acquire property 10 days in advance of the meeting. Notices are placed in a general circulation newspaper describing the property to be voted on and inviting all members of the public to submit comments in writing or to appear before the Board with comments about the proposed acquisition.

**Public Participation Welcome at All Meetings** - All Board meetings are open to the public and include opportunity for public input. Meetings are publicly announced in advance on the LMF website, DACF website, and State of Maine public meetings calendar. Additionally, as noted above, when projects come before the Board for their final allocation, public notices are printed in applicable newspapers and on the LMF website.

**No Fee Acquisition of Lands for Timber Production** - By statute, WFAPP is prohibited from funding the fee acquisition of land for which the primary use value has been or will continue to be commercially harvested or harvestable forest land. This does not prohibit the acquisition of conservation easements in which the rights to harvest timber are retained by the landowner.

**Addressing Land and Easement Management Costs** - Applicants must address stewardship and management costs as part of a proposal. LMF statute requires that applicants provide estimates of the management costs associated with the project over the first 10 years of ownership.

**Project Ownership** - The proposal must specify how the project's ownership will be held. The entity that will hold the property in fee or easement must be listed as an applicant or co-applicant on the proposal.

When a cooperating entity will hold the property in fee or easement, a Project Agreement is signed between the entity and the State of Maine to define the terms of the project. When a state agency will hold a property in fee or easement, the project must include reference to the fact that the parcel has been acquired as part of an LMF funded project.

When a project involves an easement that is to be held by a local entity (a “cooperating

entity”, per LMF statute, includes land trusts and municipalities), language may be added to the easement giving the State of Maine third party enforcement rights on the terms of the easement. If this is not done, a Project Agreement between the cooperating entity and the State of Maine will define the terms of the project and be recorded with the easement. Because all projects have differences, the description of project goals and management expectations may change from project to project.

**Pre-Acquired Properties** – There is currently no formal process for WFAPP funding to support pre-acquired agricultural easements. Contact BAFRR and LMF staff if you would like to seek funding for a pre-acquired easement.

**Purchases Above Appraised Value Strongly Discouraged** - The Board’s basic rule is that it will not participate in a transaction where the purchase price exceeds fair market value based on an independent appraisal that is accepted by the Appraisal Oversight Committee and approved by the Board. However, it is recognized that the market will, on rare occasions, offer opportunities that may require exceptions to the basic rule. **Applicants should be aware that this exception is seldom invoked and consult with program staff prior to making any commitments that would require an exception.**

**Board Allocation of Project Funding** - The Board’s allocation is considered preliminary until the actual value is determined by an LMF Board approved appraisal. The value determined by this appraisal will guide the amount of funds WFAPP contributes to the project. In the event that the project changes in scope or size, the Board’s approval of funding may differ from the original allocation. Final funding awards are at the approval of the LMF Board. Awards are subject to the availability of funds and subject to state budget and finance procedures. Final disbursement of funds is contingent upon the Board adopting routine technical rules.

**Project Adjustments** – BAFRR and LMF must be notified if, at any point prior to closing, a proposal selected as a project finalist has adjustments to its scope and size from what was accepted for funding by the LMF Board. Staff will review and determine what adjustments are appropriate or if the proposed changes require the project to return to the LMF Board for approval.

Project funding may be reduced from the original allocation amount based upon the impact of the project change to the attributes of the original project.

Proposals must return to the LMF Board for reconsideration when:

1. Reductions in size

- Reductions in land are more than 10% of the original total project land area. This includes instances in multi parcel projects
- A parcel is removed from a multi-parcel project.

2. Reductions in scope

If changes in project scope substantially affect public access, recreational opportunities, uses of the land, ecological or conservation attributes.

### 3. Change in project parcels

Substitute parcels must be approved by the Board.

**Reserved Rights and Title Issues** - All reserved rights and issues affecting the property's title encountered during the due diligence process must be reviewed by the Project Manager and Director, including changes to conservation easement terms, mineral ownership, reserved rights, etc. to determine if these could materially affect the conservation values of the property and the investment of public funds.

**Acquisition Awards** – WFAPP will consider requests for up to 50% of the appraised value of the land or interest in land to be acquired. In the case of multi-parcel projects, this limit applies to the total value of all parcels; WFAPP may contribute more than 50% towards the purchase of an individual parcel as long as the total award is no greater than 50% of the total value of all parcels. WFAPP funds may be applied only to the purchase of land or interests in land and may not be used for reimbursement of other project costs.

**Supplemental Awards** – By statute, the LMF Board may also award up to 5% of the appraised land or easement value for farm business planning and capital improvements, and up to 5% of the appraised land value for stewardship and management. Farm improvement awards are made by the LMF Board after the land is acquired. Farm Improvement Grants must be matched 1:1 by 1) excess cash and land value, 2) the applicant's contribution to a dedicated stewardship fund, and/or 3) applicant funds invested in farm improvements.

Stewardship Awards are made by the LMF Board at the same time as project awards. These funds must be held in a dedicated stewardship endowment fund and restricted to use on the property receiving LMF funding. Stewardship Awards must be matched 1:1 by funds placed in a stewardship fund by or on behalf of the applicant, subject to the same restrictions as the stewardship funds awarded by LMF. However, the LMF Board may allow excess match from the acquisition of the property (above 50% of land value) to serve as all or a portion of the match required for LMF stewardship awards when after demonstrable efforts the applicant is not able to provide stewardship funds as match AND the applicant demonstrates that stewardship of the property is adequately provided for through operating funds, a pooled stewardship fund, or other means.

**Match** – An applicant is expected to provide matching funds greater than or equal to 100% of the total award amount. This means that for every \$1 of WFAPP funds, there must be \$1 of match value. For this round, 100% of the required match value must be supplied in the form of cash or land value. The value of lands or interest in lands may be used as tangible match when the property interests have a direct relationship to the project. This value must be validated by an independent appraisal which meets LMF appraisal standards. This appraisal must be reviewed and accepted by the LMF Appraisal Oversight Committee.

Lands donated as matching funds are subject to the same requirements and restrictions as lands acquired with WFAPP funds.



**Purchase Price Determined by Appraised Value** - Board policy requires that the fair market value of a property or a conservation easement is determined through a qualified independent appraisal. Appraisals should follow the Appraisal Standards found in Appendix C. Board policy requires that the acquisition price be equal to or less than the appraised value. Purchases above appraised value are strongly discouraged.

Applicants may use an estimate of value for the purposes of applying for LMF funds. Once a proposal is selected by the Board as a finalist, an appraisal must be conducted in accordance with the LMF appraisal standards described in Appendix C. The Board will typically require appraisals with a valuation date no more than a year old at the time of the Appraisal Oversight Committee's review, unless an executed purchase and sales agreement is in place with a value based on the appraisal. In all instances, appraisals for WFAPP funded properties must be reviewed and accepted by the LMF Appraisal Oversight Committee.

**Press Releases** - All press releases or media advisories announcing any phase of an acquisition with WFAPP funds must be coordinated with LMF and BAFRR staff. Media coverage is encouraged.

**LMF Signage** - LMF will provide silk-screened metal signs upon completion of a project and will provide additional or replacement signs upon request. If they wish, an applicant may incorporate a digital copy of the LMF sign into their own signage, so long as the aspect ratio of the jpeg is maintained, and the sign is a minimum of 9 inches in height. Applicants are responsible for ensuring these signs are placed and maintained on all conserved properties.

### III. Threshold Criteria

The LMF Board follows established policies and guidelines when it makes decisions on which projects to fund. These “threshold criteria” supplement policies and guidelines that are found in Section II and refer to the Board’s expectation that all proposals meet the following minimum requirements. In rare cases, a proposal that does not meet these criteria will be considered.

**Adequate Title:** Clear title is required. If clear title is not available at the time of application then the applicant is required to obtain clear title prior to closing.

**Appraised Value:** The owner is willing to accept an offer at or below fair market value based on an appraisal that conforms to Land for Maine’s Future appraisal standards (see Appendix C). The appraisal valuation date should be less than a year old at the time of the Appraisal Oversight Committee review, unless an executed purchase and sales agreement is in place with a value based on the appraisal.

**Applicant’s Capacity:** Applicants must demonstrate the capacity to undertake the project with a reasonable prospect of bringing it to a successful conclusion. Land trusts that have been accredited by the Land Trust Accreditation Commission may submit proof of accreditation as proof of capacity. Non-profit applicants without proof of accreditation must submit their most recent financial audit if one exists and the most recent financial statement that represents the organization’s current financial condition. The Board may consider all relevant factors including without limitation: organizational debt, fund raising ability, past land conservation activity and transactions, track record with LMF or WFAPP projects, organizational history, scope of conservation vision, and evidence of success in building and sustaining land protection campaigns.

In addition, the Board will consider whether or not the proposed title or easement holder has the ability, experience, and resources to manage the property appropriately.

**Relationship to Local Comprehensive Planning Efforts:** For community conservation projects, the project must be consistent with an adopted comprehensive plan (if one exists) meeting the standards of the Growth Management Act (30-A MRSA sections 4301-4349) with evidence that the municipality had adopted strategies to implement the plan. For strongest Board consideration, a project should be an explicit component of a larger integrated effort by the applicant and municipality to achieve the conservation, recreation, and other goals of the comprehensive plan.

A project proposed within a locally designated growth area must be able to demonstrate that the project doesn’t diminish the intent of the designation.

#### IV. Scoring for WFAPP Proposals

All proposals seeking WFAPP funding will be evaluated according to the following criteria.

	<b>Maximum Points</b>
<input checked="" type="checkbox"/> Productive Agricultural Soils	15 points
<input checked="" type="checkbox"/> Agricultural Infrastructure	10 points
<input checked="" type="checkbox"/> Economic Viability	10 points
<input checked="" type="checkbox"/> Significance to Local Economy and Food Systems	15 points
<input checked="" type="checkbox"/> Development Pressure and Threat	20 points
<input checked="" type="checkbox"/> Alternative Use Values and other Public Benefits	15 points
<input checked="" type="checkbox"/> Support for New or Underserved Farmers	10 points
<input checked="" type="checkbox"/> Community Support	5 points
	100 points
<b>BONUS</b>	
<input checked="" type="checkbox"/> Climate Change Adaptation	10 points
<input checked="" type="checkbox"/> Agricultural Management Plan	10 points
<input checked="" type="checkbox"/> Adequately Developed Farm Transition Plans	5 points
	25 points

**Total Possible Points: 125 points**

**1. Agricultural Resources (MAXIMUM POINTS = 15)**

The percentage of soils on the property classified by the United States Department of Agriculture as prime farmland, unique farmland, and farmland of statewide importance and farmland of local importance (“agricultural soils”) and, where applicable, the availability of water sources of sufficient quantity and accessibility to support the productivity of these soils.

	<b><u>Points</u></b>
The property to be protected contains a high percentage of agricultural soils with ample water and these areas are currently devoted to agricultural uses;	11-15
The property includes a moderate percentage of agricultural soils, or a higher percentage but with significant areas in non-agricultural uses such as forest.	6-10
The property includes only a limited area of agricultural soils, productivity is limited by the availability of water, and/or the bulk of the property is in non-agricultural uses.	0-5

**Score: \_\_\_\_\_**

**2. Agricultural Infrastructure (MAXIMUM POINTS = 10)**

The agricultural structures and improvements associated with the working farmland property. This can include residences for the owner/operator, farm labor housing, greenhouses, barns, shops, processing facilities, farmstands, water systems, or other improvements that enhance the agricultural productivity or economic viability of the farming operation on the property. Note: BAFRR recognizes that lands with minimal infrastructure play an important role in Maine agriculture. Such lands are less likely to score highly in this category but remain eligible for WFAPP funding.

Agricultural infrastructure is in good repair and sufficient to support a variety of current and future agricultural operations on the property. 8-10

Agricultural infrastructure is sufficient to support some agricultural uses (which may include current uses), but other uses would require significant improvements *or* the project complements other protected agricultural endeavors with sufficient and relevant infrastructure elsewhere. 4-7

Agricultural infrastructure is insufficient for most agricultural uses (possibly because the operator has infrastructure at another site), is in disrepair, or would otherwise need substantial investment to support most agricultural uses 0-3

**Score:\_\_\_\_\_**

**3. Economic Viability (MAXIMUM POINTS = 10)**

The economic viability of the working farmland property in terms of current and potential future commercial agricultural activities in local, regional and statewide markets, as demonstrated by an existing agricultural operation with a history of success, the existence of a business plan, and/or the potential for diverse revenue streams such as agritourism or timber production

The property currently supports an economically viable agricultural enterprise and is expected to continue to do so 8-10

The property supports an economically viable enterprise that also relies heavily on other lands that will not be protected 4-7

The property does not have a demonstrated history of economic viability or the property is in transition to a new enterprise, but appears likely to be viable based on income potential and business planning 4-7

The property does not have a demonstrated history of supporting economically viable operations, and its capacity of doing so is in doubt 0-3

**Score:\_\_\_\_\_**

**4. Significance to Local Economy & Food Systems (MAXIMUM POINTS = 15)**

The significance of the project to the local agricultural economy and local food systems through the connection of the working farmland property to agricultural services including processors, aggregators and distributors, the number of on-farm jobs supported by the working farmland property, the contribution of the project to local food systems, diversity of enterprises, and pathways to food access, and the proximity of other working farmland properties in the town or region.

Scoring in this category is based on the following four criteria:

Value provided to other agricultural business such as suppliers, processors, aggregators, and distributors	0-4
Number of on-farm jobs created by agricultural enterprises on the property	0-3
Contribution to local markets, diversity of enterprises, and pathways to food access	0-3
Proximity of other working farmland properties	0-5

**Score:\_\_\_\_\_**

**5. Development Pressure and Threat (MAXIMUM POINTS = 20)**

The threat of conversion of the working farmland property such that it would become unavailable for commercial production of agricultural products.

The property is at a demonstrated high risk of conversion to non-agricultural uses, as evidenced by local population growth, documented loss of farmland in the area, or other market-based evidence, AND the proposal presents specific evidence that this property is likely to be converted if WFAPP funds are not secured.	20
Farmland in the area is at a generally high risk of conversion as shown by market-based evidence, OR there are unique factors making the property subject to a high risk of conversion independent of market conditions	15-19
Farmland in the area is at a moderate risk of conversion as shown by market-based evidence	7-14
Farmland in the area is at a low risk of conversion	0-6

**Score:\_\_\_\_\_**

**6. Alternative Use Values and other Public Benefits (MAXIMUM POINTS = 15)**

The multiple natural resources values associated with the working farmland property, including open space land, forested land and wetlands; riparian buffers; wildlife habitat; freshwater aquifers, public drinking water supplies, and historic and archaeological resources. To receive points in this category, a project must include an enforceable mechanism to protect the values identified; in most cases, this will be in the form of protections in the agricultural easement.

The project will provide highly significant public benefits in several of the areas listed above, or will provide a single benefit of exceptional significance	13-15
The project will provide highly significant benefits in one or two areas, or moderate benefits in several areas	7-12
The project will provide moderate benefits in one or two areas	1-6
The project does not include protections for any of the public benefits listed above	0

**Score:\_\_\_\_\_**

**7. Support for New or Underserved Farmers and Communities (MAXIMUM POINTS = 10)**

The extent to which the project will provide support for new or underserved farmers who would otherwise experience barriers to accessing quality agricultural opportunities, as indicated by current ownership of the farmland property being held by a member of an underserved group, the interest of the owner of the working farmland property to make the farmland available via lease or transfer the protected property to another farmer or other farmers to advance the department's goal of preserving and increasing access to farmland for new and growing farms and/or whether the applicant is from or serving an underserved or underprivileged community as defined by the department. BAFRR recognizes that applicants may take many different approaches to projects that will benefit these groups in the present and future and encourages applicants to explain the tools they plan to use.

For the purpose of scoring proposals, BAFRR will use the following definitions:

- A “new or beginning” farmer is one who has not operated a farm or ranch or who has not operated a farm or ranch for 10 or more consecutive years.
- “Underserved or underprivileged community” is defined as one or more of the following groups whose members have been subjected to racial or ethnic prejudice

because of their identity as members of a group without regard to their individual qualities, (7 U.S.C. § 2279(e)) and/ or who have historically been underrepresented in receiving financial assistance provided by the USDA’s grant and loan programs.

Groups include, but are not limited to:

- African Americans
- American Indians or members of Tribal Nations
- Alaskan Natives
- Asians
- Hispanics
- Pacific Islanders
- Refugees and Immigrants

Additionally, “underserved farmers” include producers who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve component thereof; and were released from service under conditions other than dishonorable; and has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years.

The property is currently owned or operated by a new and/or underserved farmer and the proposal includes a mechanism to ensure that new and/or underserved farmers access agricultural opportunities on the property in the future 10

The proposal includes a mechanism to ensure that new and/or underserved farmers can access agricultural opportunities on the property in the future, but the property is not currently owned or operated by a new and/or underserved farmer. 6-9

The property is currently operated by a new and/or underserved farmer, but the proposal does not identify a mechanism for ensuring that new and/or underserved farmers will continue to have access to agricultural opportunities on the property. OR the property is not owned or operated by a new or underserved farmer, but the proposal provides clear evidence that the project will provide other benefits to underserved communities, such as access to local agricultural products or outdoor recreation opportunities. 1-5

Benefits to new farmers or underserved communities are unclear or incidental 0

Score: \_\_\_\_\_

**8. Community Support (MAXIMUM POINTS = 5)**

The degree of community support for the proposed protection of the working farmland property, as indicated by support for farmland preservation in local planning and ordinances,

letters of support from community leaders or elected officials, and/or active community programs connecting residents with farms. (0-5 points)

**Score:**\_\_\_\_\_



## **BONUS CRITERIA**

### **Adequately Developed Farm Transition Plans (MAXIMUM POINTS = 5)**

Up to 5 points may be assigned to projects that have demonstrated planning and foresight in how land transfer or transition away from the current owner may function.

### **Climate Change Adaptation (MAXIMUM POINTS = 10)**

Proposals that include information on how a successful application would advance DACF's goal of supporting climate-conscious agricultural principles will receive bonus points in this category. Applications that can demonstrate existing and planned practices aimed at maximizing carbon sequestration, minimizing carbon emissions, and preserving climate-resilient habitat will qualify for bonus points in this category.

Note to applicant – BAFRR recognizes there are myriad ways to address climate resilience and adaptation on working farmlands and in associated forest and habitat areas and encourages applicants to share what strategies are currently in use, identify future strategies with high potential for success on the property, and explain how the applicant and landowner will ensure climate-friendly practices are used on the farm in the future. BAFRR will continue to develop guidance and serve as a resource to applicants and landowners seeking to incorporate these practices in their projects.

### **Agricultural Management Plan (MAXIMUM POINTS = 10)**

Proposals that commit to adopting the Agricultural Principles described in the Agricultural Easement Guidelines in Appendix D, and incorporating an Agricultural Management Plan ensuring that agricultural operations on the property are consistent with the Agricultural Principles will receive bonus points in this category. To receive maximum points, the proposal should include details about current and planned management practices that further the Agricultural Principles and demonstrate the applicant's capacity to work with the landowner and agriculture/conservation professionals in developing, monitoring, and enforcing an Agricultural Management Plan.

## **OTHER CONSIDERATIONS OF THE REVIEW PANEL AND LMF BOARD**

- Does the property increase geographic distribution of WFAPP investments?
- Does the property serve as an anchor parcel for farmland protection in an area of the state without existing protected farmland?
- Does the budget include >50% in matching funds?
- Are >50% of matching funds secured (in hand)?
- Does the relative cost of the property (WFAPP contribution or estimated value?) align with the values offered by the property? (a good bang for the buck?)
- Will the property require an average or low level of ongoing management needs? In the case of conservation easements, sufficient matching funds are needed to monitor and enforce the easement.

- Does the applicant have a good track record of completing projects to LMF standards?
- Is this a new applicant?
- Does applicant demonstrate financial & staff capacity to adequately steward the property?
- Is there a likelihood of environmental contamination on the property that would impact agricultural use?
- Does the project design result in a good investment of public funds and a good resource for the public? (Note: Unlike other LMF funded properties, LMF statutes do not require guaranteed public access on farmland properties. However, the Review Panel may consider information included in the application regarding diverse ways the public may access the protected property, with landowner permission and in accordance with other priorities of LMF and WFAPP programs, e.g. hunting/fishing/trapping access, motorized and non-motorized recreational trails, agritourism, on-site retail, or educational programs. BAFRR understands that public access is not always suitable on all farms due to food safety requirements or public safety concerns and applications will not be penalized if public access is not appropriate.)

## V. Proposal Instructions

All Farmland Protection Proposals must conform to the following format, and include: the text of your proposal, maps, aerial photos, and supporting information to fully describe the property, the farm and the farmland protection goals.

A template of this format is available from the Bureau of Agriculture, Food and Rural Resources, by emailing [mariam.taleb@maine.gov](mailto:mariam.taleb@maine.gov) or calling (207) 592-0640.

Submit an electronic PDF and one printed copy of your Proposal to:

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28 State House Station  
Augusta, ME 04333-0028  
[Mariam.Taleb@maine.gov](mailto:Mariam.Taleb@maine.gov)

**Section 1 COVER SHEET** – Photo, Farm Name, Project Name, Applicant Name, Date

### Section 2 PROPOSAL

**1) Applicant Information**

Name, address, and phone number of the land trust, town or other proposed and qualified easement holder and the primary contact person for the proposed project.

**2) Farmland Owner(s)**

Name(s), address, phone number, fax, e-mail & website (if applicable).

The Proposal's first appendix should be the landowner's letter indicating their willingness to sell development rights in exchange for the grant an agricultural conservation easement to the Applicant.

**4) Date of Application**

**5) Project Title/Name of Farm**

This is the name by which your proposal will be catalogued by Program staff.

**6) Location of the Project – Town and County**

**7) Size**

Acres to be protected and indicate fee or easement.

**8) Project Partners**

List the other organizations or entities supporting this project. Include name, address, phone number, and e-mail.

9) **Names of individuals knowledgeable about the farm site and this proposal.**

List the names of agricultural service professionals who can speak directly to the farm's productive assets, farm values, and significance to regional and local markets, and include a telephone or email where each of them can be reached.

10) **Status of Title**

Clear title is required prior to closing. Provide a brief status of title and documentation if available.

11) **Financial Summary**

Use the form in Appendix B. Note: the Board will not consider a proposal with an incomplete budget.

12) **Project Description**

A 3-5 paragraph narrative description of the proposed farmland protection project, including past, present and future uses of the farm that establishes the context for the protection effort and a clear articulation of the farmland owner's and land trust's goals.

13) **Location Information**

Provide a selection of easy to read maps no larger than 11"x 17" including:

- Maine Atlas Base Map - showing project location and regional perspective
- USGS Topographic Base Map - showing entire boundary of proposed project, legal access and adjacency of other public and private conservation lands
- Aerial Photo - showing project location, boundaries, buildings, land use types
- Other Maps as Appropriate – showing, for example, significant wildlife habitat, endangered species, significant natural communities, outstanding physical features, proposed public access, trails, etc., the context of the project within a greenbelt plan, comprehensive plan, etc.
- NRCS Soil Survey map of the property
- Copy of the recorded deed, including book and page reference of subject property.

14) **Productive Farm Assets (25 points)**

Provide information regarding the current and future productivity of the farm. This should include, but is not limited to, the acreages for all agricultural soil classifications (prime, statewide important, locally important, and unique soils), including soils that are productive for crops that do not rely on prime agricultural soils. Other information to include in your proposal; natural resources which currently provide or have the potential for generating income, such as a sugar bush, woodlot, a farm stand, a mixture of crop, hay, and pasture land, and/or other such diversified farm enterprises. Also,

please describe any existing ponds, wells, and other infrastructure used for crop irrigation, water bodies, wetlands, and the types and uses of farm structures and other agricultural infrastructure on the property. Note whether there is an existing NRCS Conservation Plan, Forest Management Plan prepared by a licensed Maine Forester, or similar plan designed to support sustainable management of natural resources and when they were last updated. Include photographs of the farm and its infrastructure.

**15) Current and Emerging Threats to Conversion (20 points)**

Indicate the degree of threat to farmland as reflected in the patterns and trends of development within a town or region. Indicate the time frame in which these threats exist. Include one or more of the following to document the potential for conversion to non-farm uses: a) full fair market value appraisal, with, if applicable, before easement and after easement values; and/or (b) the number of subdivision permits issued, the number of new house lots approved, the number of building permits issued in the town or township during the previous two years. The town office can be a good source for this information. If there are specific factors affecting the likelihood of this farm being converted to non-agricultural use, explain those factors in your proposal.

**16) Economic Viability (10 points)**

Document the potential for the property to support an economically viable farm, as evidenced by a history of successful agricultural operations on the property, the market value of agricultural products produced, the number of wholesale, retail, and customer accounts, and the potential of the property to support diverse revenue streams such as agritourism, timber production, maple sugaring, or other revenue not directly related to its agricultural productivity. If the agricultural operation on the property also utilizes on land or infrastructure elsewhere, describe these additional resources and explain the significance of this property to the overall operation. A business plan is not required, but if available is valuable to the Review Panel in assessing the viability of agricultural operations on the property.

**17) Significance to Local Economy & Food Systems (15 points)**

Document the farm's contribution to regional or local agricultural processors, local retail and wholesale farm sales and emerging markets, the use of local services, and number of people employed on the farm. Note the geographic range of the distribution of the farm products and other factors that will help the Review Panel determine the significance of the farm enterprise in maintaining the farming infrastructure within a region or locality. Indicate whether the farm sells, or has the potential to sell, a quantity of products to meet local or regional consumer demand, or the needs of other farmers, and is important to maintaining the local services infrastructure because of its use of these resources.

**18) Alternative Use Values and other Public Benefits (15 points)**

Provide information about any multiple natural resources values associated with the

working farmland property, including open space land, forested land and wetlands; riparian buffers; wildlife habitat; freshwater aquifers, public drinking water supplies, and historic and archaeological resources. Also provide details of whether and how these resources will be protected by the proposed conservation easement or other elements of the project structure.

Be specific about these values and how they will benefit or be permanently protected through your proposal. Provide supporting documentation (e.g., reports from the Maine Natural Areas Program, research papers, Town reports, open space inventories).

**19) Community Support (5 points)**

Community support at the local and regional level significantly furthers BAFRR's investment and vision for farmland protection. Community support comes in a wide range of initiatives such as the existence of a comprehensive plan that recognizes the importance of farms to the quality of life or local identity [the local plan itself should be consistent with the State's Growth Management Act]; adoption of land use ordinances designed to protect prime farmland soils and/or farming activity; property tax incentives that encourage/help farmers stay in farming; or zoning that encourages development to take in growth areas or the like. Other initiatives also include support for locally produced produce, such as its local distribution to individual and/or institutional buyers; the establishment of farmers' markets and relationships between local farmers and school programs.

Be specific in describing community support for farming and how this farm engages with any relevant programs. Provide documentation in the form of letters of support, copies of town zoning ordinances, excerpts from a comprehensive plan, etc.

**20) Existing or Potential Support for Beginning and/or Underserved Farmers (10 points)**

DACF recognizes the importance of supporting a new generation of farmers and food producers in accessing quality farmland and recognizes that certain segments of the population have faced additional barriers in accessing state and federal support. Projects that can demonstrate capacity or potential to support new and/or underserved farmers and communities (see Section IV for definitions) will receive favorable consideration from the BAFRR Review Panel and LMF Board. Indicate how your project does or does not seek to provide support to these groups either currently or in the future. Consider providing documentation in the form of a Board- ratified program description, memo or letter from the landowner affirming shared commitment to supporting new or underserved farmers, photos or testimony from farmers who have participated in existing new/underserved farmer programs, etc.

Additionally, census data or demographic information demonstrating proximity to eligible communities could be included.

**21) Climate Change Adaptation (10 bonus points)**

Describe whether your proposal will help prevent or mitigate impacts from climate change. This may include existing or anticipated management of fields or forest on the property to maximize carbon sequestration, minimizing carbon emissions, and preserving climate-resilient habitat, as well as any other climate benefits that can be identified with supporting documentation. Include information about any anticipated easement provisions, management plans, or other mechanisms to ensure that the property continues to be managed to provide these benefits.

**22) Agricultural Management Plan (10 bonus points)**

Explain whether your project will include an enforceable Agricultural Management Plan or comparable mechanism ensuring that that agricultural operations on the property are consistent with the Agricultural Principles described in the easement guidelines in Appendix D. Describe existing or planned agricultural practices in support of these principles and what mechanisms will be used to ensure these practices are continued by current and future farmers. Explain what resources and expertise your organization will draw on in working with farmers to identify appropriate management practices for inclusion in an Agricultural Management Plan and in monitoring and enforcing compliance.

While an Agricultural Management Plan is not required for WFAPP projects, many of the potential benefits of WFAPP projects are dependent on management practices. Regardless of whether your project will include an Agricultural Management Plan, your proposal should include as much information as possible about the mechanisms that will be used to ensure that the agricultural and other resources identified in your proposal are protected under future management.

**23) Farm Transition Plan (5 bonus points)**

Describe any plans that are in place for transitioning into new ownership and/or operation of the farm. Describe any existing or planned agreements, contracts, leases, estate plans, or other legal frameworks under which the transition will take place. Include an explanation of any mechanisms intended to support new and/or underserved farmers. If the identity of the next owner/operator is known, explain that person's connection with the property.

**24) Anticipated management and costs**

Provide the following information about planned management of the property:

- A description of the management envisioned for the property for the first 10 years following acquisition.

- If acquiring a conservation easement (instead of fee simple ownership), a description of the anticipated management responsibilities retained by the landowner and those to be assumed by the applicant/easement holder;
- If the applicant/easement holder will have any management responsibilities, estimates of the costs to the applicant/easement holder of managing the land for the uses proposed in the proposal; and
- Estimates of the costs associated with monitoring compliance with an easement and how these expenses will be met.

**25) Project Readiness**

Describe whether your project is ready to proceed to closing if selected as a finalist, based on the following criteria:

- The property is under contract, or will be under contract at the time the LMF Board meets to review proposals;
- For conservation easement projects, the applicant is able to provide a complete conservation easement meeting WFAPP's requirements (the draft easement need not be included in your proposal, but should be provided to LMF and BAFRR staff for review);
- The applicant will have match funds secured by the time the LMF Board meets to review proposals. If match funds are not secured at the time of the proposal, the proposal should include a description of fundraising and/or grant application efforts; and
- An appraisal meeting LMF standards is submitted with the proposal or has been ordered and will be completed before the LMF Board meets to review proposals.

**26) Organizational capacity**

Describe the applicant's capacity to undertake the project with a reasonable prospect of bringing it to a successful conclusion. The Board will consider all relevant factors including without limitation: level of debt, fund raising ability, past land conservation activity and transactions, organizational history, scope of conservation vision, and evidence of success in building and sustaining land protection campaigns. Non-profit applicants should submit their most recent financial audit or most recent financial statement that accurately represents the organization's current financial condition. Describe the proposed title or easement holder's ability, experience, and resources to manage the property appropriately.



## VI. Standard Conditions and Next Steps.

When the LMF Board approves its final award for a project, it does so subject to the requirement that the project meet all Standard Conditions. The Board may also assign additional special conditions to a project but, if it does, those special conditions will be identified in the final award letter.

Unless specifically waived by LMF, a project will only be ready for closing when all Standard Conditions (and any special conditions) are satisfied. Please be aware that additional follow-up actions may be required to resolve issues identified during due diligence phase to ensure that the project will accomplish the purposes of WFAPP funding.

### Standard Conditions

#### Continuing Requirements

- The proposal **must remain in** compliance with all Board Policies and Threshold Criteria in this Workbook to the satisfaction of the LMF Board and LMF/BAFRR staff.
- The applicant is responsible for obtaining documentation required by LMF Counsel, in their sole discretion, to ensure that LMF/BAFRR and State interests are protected upon the transfer of State funds. These may include (but are not limited to), documents required to clear title, documentation of authority to acquire the land and encumber it with an LMF project agreement, and documentation to verify that LMF maintains priority of title upon closing.

#### Due Diligence Requirements

- An acceptable boundary survey, with all property corners monumented, suitable for recording. The surveyor should also provide a metes-and-bounds legal description of the property, provide a surveyor's affidavit to applicant's counsel specifying that the property is free of encroachments, and provide LMF with a GIS-compatible electronic version of survey (so called "Shape" or ".SHP" files). If possible, the survey should be complete *before* the appraisal.
- An appraisal to current USPAP and LMF standards to determine fair market value. See appraisal standards in Appendix C. All appraisals must be reviewed and accepted by the Appraisal Oversight Committee prior to submission to the LMF Board. If a review appraisal is required by other funders, this review should be submitted to LMF with the appraisal.
- A Purchase and Sales Contract with all appurtenant conditions and extensions (if applicable). This is required for all (including pre-acquired) properties.
- Documentation of good title. Provide a title commitment for appraised value (not purchase price) identifying all existing encumbrances on the property, including those that will be removed at or prior to closing. Source documents for all

encumbrances and exceptions identified in the commitment, as well as deeds showing current ownership, must also be provided. NOTE: Most title commitments include an exception for matters that could be determined by a survey (such as boundary encroachments). LMF requires that this “survey exception” be removed or a same-as-survey endorsement be included.

- A letter of approval from elected officials if the project represents more than 1% of a municipality’s state valuation or a letter of approval from County Commissioners if the project constitutes more than 1% of the state valuation of unorganized territory within the county. The letter of approval should acknowledge that the project represents >1% of relevant valuation.
- Documentation of matching funds. If a stewardship endowment has been included as match, this documentation must include a letter from the applicant’s governing body that this commitment has been fulfilled.
- An executed LMF Project Agreement developed by LMF/BAFRR staff and the applicant. NOTE: The Project Agreement will include an agreement on signage acknowledging WFAPP support. LMF Staff will supply you with a silk-screened metal sign. If you plan to incorporate a digital copy of the sign into your own signage instead, please be in touch with your project manager for guidance.

## Next Steps: Closing Requirements, and Post-Closing Responsibilities

When the above Standard Conditions have been satisfied, an applicant will be ready to prepare for the closing process.

### **Closing Requirements**

- The applicant may choose their own or LMF’s counsel to serve as the closing attorney. Any attorney wishing to serve as a closing attorney for an LMF transaction must first be qualified to conduct a real estate closing and be willing to sign the State of Maine’s LMF service contract. The service contract contains LMF’s escrow instructions and governs the conduct of the closing attorney from the receipt of funds through their post-closing obligations.
- Attorneys wishing to serve as closers must **also** be entered in the State of Maine system as a vendor. LMF staff will provide the necessary forms upon request.
- The applicant is responsible for all closing costs and closing attorney’s fees, whether the closing is performed by applicant’s or LMF’s counsel.
- Applicant’s counsel is responsible for preparing a closing agenda, closing statement, and closing materials for approval by LMF. In addition to conveyancing documents to be recorded and other typical closing documents, the applicant will be asked to provide, at a minimum:
  - Certificate of corporate good standing (for non-governmental applicants)
  - Certificate of corporate authority or documentation of municipal authority to acquire and encumber the land (this may be documentation of a town vote if a town vote was required)
  - Confirmation that property taxes are paid in full
  - Final title insurance commitment for appraised value (not purchase price)

Obtaining some of these documents may require advance planning, others may “expire” if they’re not within the required number of days of closing. Consult your counsel and your project manager for guidance.

- Funds will be placed in escrow with the closing attorney according to the escrow instructions in the closing attorney’s service contract with the State of Maine.

- Prior to disbursing LMF funds, the closing attorney must follow all requirements identified in the service contract, including the requirement to update title to the time of recording, confirm that all closing documents are recorded correctly, and that the recording has been verified by the applicable registry of deeds. The time it takes for the registry to verify its recordings varies from registry to registry and can take more than 24 hours to resolve. Please prepare for this delay.

### **Post-Closing Responsibilities**

- If the applicant prepares a press release, it should be provided to LMF for review and approval prior to publication
- A final title insurance policy matching the final title commitment in all its material terms is due within 30 days of closing.
- The closing attorney should return the original recorded Project Agreement to LMF and all other original documents to the applicant as provided in the service contract.
- Within 30 days of closing, the closing attorney provides LMF with the final closing package including all executed and recorded documents
- LMF will provide signs to be displayed at public access points on the property
- LMF will arrange for ecological and/or archaeological surveys to assess any features of the property that may require special management
- LMF will provide information about applying for [Access Improvement Grants](#)
- The applicant is responsible for crediting LMF in future maps, brochures, websites, and other communications about the property
- If there is a Project Agreement, the applicant is responsible for providing annual reports to LMF and to the Designated State Agency.
- If there is a Project Agreement, a management plan for the property must be submitted to the DSA for review within 18 months of closing..

# Appendix A

## WFAPP Inquiry Form

### POTENTIAL PROJECT INFORMATION:

Property name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Location: Municipality: \_\_\_\_\_ County: \_\_\_\_\_

Applicant name: \_\_\_\_\_

#### Inquiry Contact Person: *(please list full name and mailing address)*

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town & State: \_\_\_\_\_

(Tel.#) (E-Mail)

#### Landowner: *(please list full name and mailing address of landowner):*

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town & State: \_\_\_\_\_

(Tel. #) (E-Mail)

#### Potential Partners *(e.g. Conservation Commission, Federal Agency, local Land Trust or Non-profit Org.)*

*(Mailing Address, telephone #)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Size *(Farmland acres)* \_\_\_\_\_ *(Total acres)* \_\_\_\_\_

Type of Project:  Acquisition in Fee  Conservation Easement  Combination of both

#### Additional Resources to be Protected: *(Please check all that apply.)*

- Water Access Land -  Inland  Coastal
- Areas of Scenic Interest and Prime Physical Features
- Lands Supporting Vital Ecological or Conservation Functions and Values
- Rare, Threatened or Endangered Natural Communities, Plants or Wildlife Habitat
- Open Space
- Ecological Preserve
- River or Trail System
- Island or Undeveloped Coastline
- Significant Mountain

**PROJECT DESCRIPTION:**

Provide information regarding the suitability for public acquisition, special features, and proximity to existing public lands, and anticipated ownership of project lands. Describe current agricultural use and management of the property. (250 words recommended – no additional space provided.)

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**Note:** Please attach the following: Site Location Map  
Property Boundaries on USGS Topographic Map  
NRCS Soil Map showing agricultural soils

All owners of land being proposed to WFAPP are willing sellers and have full knowledge that their property is being presented to the Land for Maine's Future Board for consideration. If this project is presented to the LMF Board we will need a letter of consent from the owner(s).

Submit your completed form electronically to LMF and to BAFRR.

Mariam Taleb, Agricultural Resource Division  
28 State House Station  
Augusta, ME 04333-0028  
(207) 592-0640  
[mariam.taleb@maine.gov](mailto:mariam.taleb@maine.gov)

Land for Maine's Future  
[LMFSubmissions.DACF@maine.gov](mailto:LMFSubmissions.DACF@maine.gov)

# Appendix B

## WFAPP Project Budget

The following format should be used to present the budget for the proposed project. Please consult with LMF staff with any questions, and prior to modifying this form. Proposals with incomplete budget information will not be accepted for Board consideration.

**Project Name:** \_\_\_\_\_

### PROJECT PARCELS

List all parcels included in this project, including pre-acquired or match parcels.

PARCEL NAME	VALUE	ESTIMATED/APPRaised
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
<b>TOTAL LAND VALUE</b>	<b>\$ _____</b>	
<b>WFAPP ACQUISITION FUNDS REQUESTED</b>	<b>\$ _____</b>	

(May not exceed 50% of land value)

### ACQUISITION MATCH

List all bargain sales, match parcels, or funds applied directly to the purchase of land.

Do not include funds that will be applied to other project costs.

MATCH SOURCE	AMOUNT	PENDING/SECURED
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
<b>TOTAL ACQUISITION MATCH</b>	<b>\$ _____</b>	

### STEWARDSHIP FUNDS

In Round 12, applicants may request WFAPP funds to be placed in a stewardship endowment. The maximum award amount is 5% of the first \$200,000 of land value in your project, then 2% of land value over \$200,000, to a maximum of \$25,000. These awards must be matched 1:1 with the applicant's stewardship funds unless the LMF Board's approves alternate match as described in Section 1.

<b>WFAPP STEWARDSHIP FUNDS REQUESTED</b>	<b>\$ _____</b>
<b>APPLICANT'S MATCHING STEWARDSHIP FUNDS</b>	<b>\$ _____</b>
<b>TOTAL STEWARDSHIP ENDOWMENT</b>	<b>\$ _____</b>

### PROJECT TOTALS

<b>TOTAL PROJECT COST (LAND + STEWARDSHIP)</b>	<b>\$ _____</b>	<b>100%</b>
<b>TOTAL WFAPP FUNDS REQUESTED</b>	<b>\$ _____</b>	<b>_____%</b>
<b>TOTAL MATCHING FUNDS</b>	<b>\$ _____</b>	<b>_____%</b>

# Appendix C

## LMF Appraisal Standards

### Instructions for Applicants and Appraisers

#### General Requirements

The Land for Maine's Future Program requires that all appraisal reports comply with the most recent edition of the USPAP and Appraisal Standards required by LMF. For proposals using other sources of funding (e.g. federal), additional appraisal standards may be required for those programs (e.g. Yellow Book). If a Yellow Book appraisal is submitted, the Applicant must submit a copy of the appraisal review and any documentation of its acceptance by other agencies. Any appraisal submitted to LMF must be conducted by a Maine Certified General Appraiser with an active license in good standing.

#### Appraisal Standards

For LMF's purposes, an acceptable appraisal must:

- 1) Be in the form of an Appraisal Report. A Restricted Appraisal Report or "form" appraisal is not acceptable. The Appraisal Report must be in the form of a complete, USPAP-compliant appraisal report, clearly written and reasoned and containing sufficient narrative to describe the data collection and analysis so that non-Appraisers can understand how the valuation conclusion was derived. "Sufficient narrative" for LMF as an intended user includes:
  - a) A Title Page
  - b) A Transmittal Letter (including specification that landowner or designated represented was provided the opportunity to participate in the inspection, summary of appraisal assignment, size of property, effective date, estimated value, and statement that the appraisal meets LMF standards).
  - c) A Table of Contents
  - d) A summary of important facts and conclusions
  - e) Each sale discussed in the narrative *as well as* presented in table or grid form, showing adjustment for times, size, location, appeal, soils, improvements (buildings, etc.) and circumstances of the transaction that may affect value (as applicable to type of subject).
  - f) A discussion of any document included within the report material to the appraiser's conclusions.
  - g) A clear description of the appraiser's approach, reasoning behind decisions, and resulting conclusions.



- h) An Addendum containing:
- A **legible** site map of the subject showing all relevant features with "North" clearly identified. A copy of a survey map is best but, in the absence of a survey, a tracing of the property boundaries from an ortho-photo is preferred.
  - A map showing the location of all comparable sales and listings.
  - Photographs of subject and all recent comparable sales
  - Citations to applicable portions of zoning ordinances, by-laws, and other local regulations
  - Wetlands or flood plain map, if applicable. If these are present, you **must** delineate boundaries within the subject property.
  - Statement of any limiting conditions
  - Appraiser's qualifications
  - Copy of recorded deed
- 2) Comply with ALL applicable standards. LMF will accept appraisals that comply with USPAP as well as any additional standards appropriate for a given transaction, e.g., Treasury Regulations for gifts/bargain sales and/or the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA" a.k.a. "Yellow Book").
- 3) Appropriately identify the property and address any enhancement or larger parcel identification issues pursuant to the relevant standards. Any added value accruing to reserved lots, abutting land or lands in the same neighborhood under related ownership as a result of the conservation acquisition must be considered.
- 4) Address the appropriate Client. The appraisal must identify the "Client" as the purchaser of the property, another project partner that does not have an ownership interest in the property being acquired, **or** the seller and the purchaser **jointly**. However, in the case of a Yellow Book appraisal with an accompanying appraisal review, the seller may be identified as the only Client.
- 5) Intended User. The Land for Maine's Future must be identified as an additional Intended User (also satisfactory is State of Maine, DACF, DIFW, DMR or Maine Historic Preservation Commission).
- 6) Review. The appraisal *may* be subject to Compliance Review by a third-party Appraiser.
- 7) Sales between Private Entities. LMF requires that the direct sales comparison approaches to valuation include at least three properties and be accomplished primarily through comparison with sales between private parties. Sales to nonprofit conservation organizations or to government agencies must be limited to a supplementary role in the analysis. If any comparison sales are employed that involve governmental or nonprofit conservation owners, the use of the sale must

conform to the UASFLA.

- 8) Hypothetical Conditions. In the unusual instance when an appraisal analysis includes Extraordinary Assumptions or Hypothetical Conditions, the applicants and Appraiser should discuss the approach taken with the LMF project manager and Director prior to finalizing the appraisal. This does not apply in the case of conservation easement appraisals where the “after” situation is generally considered a hypothetical condition.
- 9) Appraisal Report Presentation. Applicants may submit electronic PDF-format appraisals.
- 10) Subject Property Sales History. The appraisal report must include a ten-year history and analysis of conveyances of the subject property and must include and analyze the last deed of conveyance in an addendum.
- 11) Value Conclusion. The Appraiser shall state a single value in the reconciliation, not a range of value.
- 12) LMF Standards Met. The appraisal must include a statement that the appraisal meets LMF Appraisal Standards.
- 13) Public Availability. Appraisals received by LMF are public documents and should not contain statements limiting public availability.
- 14) Conservation Easements – Additional Requirements.
  - The proposed conservation easement or other similar protection agreement must be included in an addendum. **In order to ensure an accurate valuation, the draft easement must be complete enough that it clearly states what rights are being retained and what rights are being conveyed and restricted.** This easement should be reviewed with the LMF project manager before being used for the appraisal. Appraisers may include an extraordinary assumption, stating that “assignment results may be affected if the recorded deed differs from the draft deed of conservation easement that was appraised, and I reserve the right to prepare a new appraisal if necessary.”
  - A careful discussion of the proposed restrictions should be included in the after- value analysis.
  - Any improvements, including reserved building rights and their envelopes allowed in restrictions, must be discussed in the appraisal and shown on the map of encumbered land.

## **Appendix D**

### **Agricultural Easement Guidelines**

This document lays out the standard restrictions and reserved rights that are expected in easements acquired with LMF funding and which are found in the full LMF agricultural easement template. These easement terms are summarized here for the benefit of applicants and landowners in developing a project proposal, but reference should be made to the easement template for definitions, limitations, exceptions, and specific language.

These guidelines include several provisions that are marked as optional. Some of these are optional at the discretion of the applicant, but others are required if the project proposal includes protection of public benefits such as wildlife habitat. The project proposal should indicate when optional provisions will be included.

If an applicant requests funding for an easement with provisions substantially different from those described below, the project proposal must explain the altered provisions and why they are consistent with the purposes of LMF farmland preservation funding. Such proposals are discouraged, but may still be eligible to receive LMF funding if the LMF Board and BAFRR determine that the proposal is consistent with the purposes and policies of LMF. Consultation with LMF and BAFRR staff prior to requesting funding for an easement that will deviate from these guidelines is strongly advised.

These provisions should be considered minimum requirements. Applicants may include easement provisions that will provide greater protection to the agricultural or conservation values of the property than those below. The project proposal should identify the enhanced provisions, and such proposals may receive preferential scoring if the Board agrees that the changes will increase protection.

#### **Easement Purposes**

- Preserve the opportunity for productive agricultural uses of the property by prohibiting incompatible uses and development.
- Preserve water quality, wetlands, and riparian areas
- Preserve wildlife habitat, natural areas, and open space on the property to the extent that such preservation is consistent with the agricultural use of the property
- [OPTIONAL] Protect significant wildlife habitat, natural communities, or other ecological resources (this purpose must be included to receive a scoring preference for protection of these resources)
- [OPTIONAL] Preserve the scenic values of the property for the general enjoyment of the public
- [The easement may recite additional purposes if they are appropriate to the project design.]

### **Property management plan [OPTIONAL]**

To ensure that permitted uses of the property are carried out in a manner consistent with the purposes of the easement, applicants may choose to accompany the easement with a property management plan that includes specific practices the landowner will follow in the course of agriculture, forestry, and other permitted management activities (at a minimum, a forest management plan is required if commercial forestry will take place on the property). When approved by both parties, the management plan is incorporated into the easement by reference, and the management requirements of the plan apply as though they were included in the easement itself. Unlike the easement, a management plan can be amended at any time by agreement between the landowner and the easement holder, allowing for flexibility in management as best practices or land use goals change. If a management plan will be developed, applicants should plan to have the initial management plan in place before closing on the easement.

**Agricultural Principles.** Projects that will include an agricultural management plan with enforceable provisions to allow the easement holder to ensure that agricultural management of the property is consistent with the following principles will receive preference in scoring.

- (i) Protection and enhancement of the sustained ability of the property and its soils to support productive agricultural uses now and in the future.
- (ii) Protection and enhancement of soil health on the property as evidenced by increased soil organic matter, healthy soil structure and topsoil horizons, water and nutrient retention capacity, and biological and microbiological diversity and activity within the soil.
- (iii) Protection of wildlife habitat and unique natural areas; in particular, any Habitat Protection Areas identified in the easement.
- (iv) Preservation of wetlands, water quality, and riparian areas with specific practices to safeguard against nutrient runoff and water body contamination.
- (vi) Limited and appropriate utilization of external inputs such as pesticides and fertilizers.
- (vii) Incorporation or adoption of other stewardship and resource protection plans, including but not limited to a Nutrient Management Plan, Conservation Stewardship Programs plan etc.
- (viii) [OPTIONAL] Mitigation of climate change via sequestration of carbon in agricultural soils, reduction of greenhouse gas emissions, adoption of water conservation infrastructure, equipment, or practices in on-farm irrigation or other water use.

### **Affirmative rights of the easement holder**

- Enforcement of the provisions of the easement
- Access to the property for monitoring
- Mowing to keep designated fields open
- [OPTIONAL] Habitat restoration/management in designated areas of the property (may be required if the proposal includes protection of habitat resources that require management – consultation with the Department of Inland Fisheries and Wildlife and/or the Maine Natural Areas Program is recommended)

## **Farmstead areas**

Rather than designating building envelopes within the easement, LMF strongly recommends excluding farmstead areas, or other areas where improvements are concentrated, from the easement entirely. This avoids the challenges of trying to anticipate and draft for all the possible improvements and uses in these areas, as well as the stewardship costs associated with monitoring these uses. If this approach is used, LMF requires that the farmstead area be encumbered with a covenant preventing it from being transferred separately from the easement area. This ensures that necessary agricultural infrastructure remains in the same ownership as the protected farmland without imposing undue restrictions in the farmstead area. The outline below assumes the easement takes this approach and assumes that many of the uses and improvements prohibited within the easement area will be located within this excluded area. Applicants are encouraged to seek feedback from BAFRR and LMF staff on best practices regarding farmstead area determinations in advance of a final proposal submission.

At the applicant's discretion, the farmstead area may instead be included in the easement. In this case, the LMF easement template will need to be modified with appropriate provisions addressing uses and improvements within this area. In general, any use of the farmstead area that is consistent with the purposes of the easement is permissible, but the need to draft language acceptable to all parties may delay project completion. However, there is no scoring preference for projects taking one approach over the other.

## **Restrictions and reserved rights**

The following is a general summary of the provisions that are included in the LMF agricultural easement template. The full text in the template, however, includes definitions, exceptions, limitations, approval requirements, and other details that are omitted here, and it is that full text that LMF-funded easements are expected to incorporate. Applicants and landowners should review the full text and consult BAFRR staff with any questions.

- **Purchase of Development Rights.** As a condition of funding, the property may not be used, altered, or developed in a manner that precludes its availability for commercial production of agricultural products
- **Agricultural use.** Agricultural uses, including farming, grazing, orchards, etc., are allowed, as is agritourism on the property, but sod farming or other practices that remove topsoil from the property are prohibited. The property management plan must include provisions regarding agricultural and conservation practices to ensure that management is consistent with the land's long-term productivity and the purposes of the easement. There need not be an affirmative obligation to farm the property, but there should be at least an affirmative obligation to keep existing fields open rather than allow them to revert to forest if not farmed, except with the approval of the holder and BAFRR in order to improve the viability of the agricultural operation or accomplish other purposes of the easement such as carbon sequestration or protection of water quality.

- **Forest and vegetation management.** Forest management on the property is permitted, provided that commercial forestry is subject to a forest management plan that has been submitted to the easement holder and BAFRR for review. Smaller-scale noncommercial management is permitted without a forest management plan.
- **Subdivision.** Subdivision, partition, separate sale of component parcels, etc., is prohibited. No portion of the easement area may be transferred or encumbered separately from the whole. If the farmstead area is excluded from the easement, a covenant must be placed on it to make it subject to the same restrictions on subdivision as the easement area. An exception may be made for creating a separate parcel within the farmstead area if local zoning requires a separate lot to construct farm labor housing or if the applicant can demonstrate the viability of smaller, subdivided farm operations *and* that creating subdivided parcels would contribute significant benefit to other policy objectives as outlined in the WFAPP workbook. Such exceptions require approval from BAFRR and may be subject to further conditions from LMF and BAFRR
- **Leases.** The property may be leased, in whole or in part, for permitted uses. Tenants must be notified of the requirements of the easement (and management plan, if applicable).
- **Structures and improvements.** Stacking pads for manure or feed are permitted, as are temporary structures and improvements for agricultural or forestry uses. Permanent structures within the easement area are prohibited, except that permanent agricultural structures may be permitted with prior approval of the holder and BAFRR as to design and location if they cannot practicably be sited on grantor's reserved land. (Note to applicants - unlike NRCS, WFAPP does not require a specific limit on impervious surface areas, but this limit may be included if the project also receives NRCS funding or if the applicant prefers to include a limit. Proposals to protect farms with large areas of impervious surfaces should explain how this is consistent with the agricultural viability of the property, however.)
- **Fencing.** Existing fences may be maintained, and new fencing may be constructed.
- **Signs.** Signs are prohibited in the easement area (or outside the farmstead area if this is included in the easement).
- **Mining.** No mining, quarrying, etc., is permitted, except for removal of material incidental to an allowed use. Limited borrow pits may be permitted on the property to provide material for permitted roads or structures for on farm use only (Note to applicants – use of material on adjacent or nearby properties under the same ownership may be allowed. Contact BAFRR staff for more information.)
- **Alteration of topography.** Grading, filling, removal of soil, or otherwise altering the surface of the land or any wetlands or water courses on the property is prohibited, except as necessary for an allowed use.
- **Utilities.** Utilities are generally prohibited on the property, except for utilities serving permitted improvements on the property. Existing utility rights of way remain in place, but new utility easements across the property may not be granted except with the approval of the holder and BAFRR.
- **Energy generation.** Energy generation is prohibited on the property (or restricted to the farmstead area)

- **Water systems.** Water systems, including pumps, wells, cisterns, and irrigation systems, are permitted in furtherance of agricultural use or other permitted uses or improvements on the property. Construction of new ponds is permitted with approval of the holder and notification sent to BAFRR. Interests in water or water rights appurtenant to the property may not be conveyed separately from the property.
- **Waste and wastewater.** The discharge of wastewater and disposal or storage of trash, rubbish, debris, hazardous substances, etc., in the easement area is prohibited. This does not restrict the storage and application of agricultural chemicals. (Note – if there are existing dump sites, abandoned vehicles, etc., on the property, applicants should consult with BAFRR and LMF to determine whether waste will need to be removed or if accommodations can be made in the easement language.)
- **Roads.** Existing roads on the property may be maintained, and new roads for management of the property are permitted. New access rights of way across the property may not be granted except with the approval of the holder and notification to BAFRR.
- **Specific prohibitions.** Residential and industrial uses within the easement area are prohibited, as well as several specific uses and improvements that are inconsistent with agricultural uses (see the easement template for the full list). Any activity illegal under federal, state, or local law is prohibited.
- **Research and education.** Use of the Protected Property for research and education is permitted, consistent with the other provisions of the easement. Excavation of archaeological sites is specifically permitted as an exception to the prohibition on surface alterations. Alteration or removal of historic or archaeological resources is prohibited without prior approval.
- **[OPTIONAL] View preservation.** If the easement seeks to preserve views of the property from a public road, water body, or similar, maintenance of these open areas is required.
- **Habitat improvements.** Management activities to enhance habitat on the property are permitted.
- **[OPTIONAL] Habitat protection area.** Within a designated habitat (or ecological) protection area, agricultural and other uses are prohibited in favor of habitat protection. The property management plan must include a section addressing preservation of the habitat/ecological values in this area. These provisions are required if the proposal includes protection of habitat, ecological, or riparian resources.
- **Public access.** The easement is not required to include any public right of access to the property.
- **Trails.** Trails for motorized and non-motorized recreational use are permitted.
- **Recreational use.** Recreational uses of the property (public or private) are allowed. Minor structures and improvements associated with recreational use, such as kiosks, picnic tables, and signs, are permitted. If use will be intensive due to public access, agritourism, or commercial recreation, the holder and landowner should develop a recreation management plan so that these uses do not interfere with agricultural uses or other protected conservation values of the property.

# Appendix E

## Project Agreement Template

### LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT (Pursuant to P.L. 2009 c. 645, Sec. J) *[ Conservation Easement Version ]*

Cooperating Entity: \*

Project Name: \*

Parcel Name: \*

Location: \*

Designated State Agency: \*

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#### Premises Covered by this Agreement:

(1) The \* Property, being a conservation easement over lands located on the \* side of \*, Town of \*, \* County, Maine, hereinafter called the "Protected Property", and as more fully described in a \* Deed from \* and \* to the \*, dated \* and recorded \* in the \* County Registry of Deeds in Book \*, Page \*; and see also plan by \*, File No. \*, dated \* and recorded in said Registry in Plan Book \*, Page \*.

***[Delete Item 2 if no match lands]***

(2) **Match Lands:** The \* Property by deed dated \*, and recorded in the \* County Registry of Deeds ("\*") on \* in Book \*, Page \*, and depicted on a Plan of Land \* prepared by \*, dated \*, a copy of which is on file with the Land for Maine's Future Fund application and with the Maine Department of \* and \*. This parcel is offered as Match Land. See Item 4 below for other conditions pertaining to this parcel.

All of the foregoing hereinafter referred to as "the Premises".

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**Scope (Description of Project): \***

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#### Project Cost:

LMF Contribution to Cooperating Entity: \$\*

Cooperating Entity: \$\*

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The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: [~~Delete following language if no match lands. Substitute applicable language~~]  
That portion of the “Premises” designated as the Match Parcel above is subject to the management restrictions and covenants of this Project Agreement, but is not subject to the Project Agreement General Provisions Part II, section Paragraph H subsection (iv).

The Land for Maine’s Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of [*insert agency name*], represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes, Section 6200 et seq., as amended, and augmented by P.L. 2009 c. 645, Sec. J, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB’s share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

**The following special project terms and conditions are added to this Agreement:**

1. Under the terms of the Conservation Easement, the Protected Property, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.

2. Under the terms of the Conservation Easement, the Cooperating Entity agrees that any fees or charges imposed for public access to, or use of, the Protected Property shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

3. The Conservation Easement or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a “qualified organization” under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised

Statutes , Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

4. At least annually, on or before the anniversary date of this Agreement, the Cooperating Entity will review the following matters with the DSA:

- i) the stewardship monitoring report of the Premises, such annual report to reflect the Cooperating Entity's obligation to monitor the landowner's management of the Premises primarily for continued use of its agricultural soils and for the multiple resource public benefit values which include open space, wildlife habitat, wetlands and other natural resources;
- ii) any stewardship management plan between the Cooperating Entity and the landowner for the Premises, if such plan has changed since a previous report;
- iii) updated financial statement reporting the status of that portion of the Cooperating Entity's stewardship fund that applies to the funds allocated to its responsibilities under the Easement; and
- iv) a written summary of communications between the Cooperating Entity and the landowner for any landowner activities that required either (60) day notice or one-hundred twenty (120) day requests for prior written consent and approval.

5. etc. *\*[ Other terms to be inserted as needed]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \*, 200\*.

**THE LAND FOR MAINE'S FUTURE BOARD**

By: \_\_\_\_\_  
Patick Keliher, Its Chairman

**STATE OF MAINE  
Department of Agriculture, Conservation and Forestry**

By: \_\_\_\_\_  
Amanda E. Beal, Its Commissioner

**COOPERATING ENTITY**

\*

By: \_ Print Name:

Title:

**STATE OF MAINE**

County of \*

Date: \*

Then personally appeared the above-named \*, duly authorized \* (title) of \*  
***[Insert name of Cooperating Entity]*** and acknowledged the foregoing to be his/her free act  
and deed in his/her capacity and the free act and deed of said \*.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print Name: \_\_\_\_\_

My Commission Expires:

Seal:

**LAND FOR MAINE'S FUTURE FUND  
PROJECT AGREEMENT GENERAL PROVISIONS**

**Part I – DEFINITIONS**

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation, which will implement the Project as provided in this Agreement.

**Part II – CONTINUING ASSURANCES**

The Cooperating Entity specifically recognizes that Land for Maine’s Future Fund project assistance creates an obligation to acquire, use and maintain the conservation easement described in this Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2009 c..645, Sec. J, and the following requirements:

**A. LEGAL AUTHORITY:** The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Conservation Easement on the Protected Property or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

**B. FINANCIAL ABILITY:** The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine’s Future Fund, share stated on the cover page of this Agreement.

**C. USE OF FUNDS:** The Cooperating Entity shall use moneys granted by LMFB only for the

purposes of acquisition/access improvement of the Project as approved by LMF Board and provided for herein.

**D. USE AND MAINTENANCE OF PREMISES:** The Cooperating Entity shall assure that the Protected Property shall be forever used, operated, and maintained as prescribed in the Conservation Easement and this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2009 c. 645, Sec. J. Permits and licenses necessary for the implementation of this Agreement or use of the Protected Property shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the Project and ownership and management of the Conservation Easement shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMF Board as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Protected Property subject to the Conservation Easement in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

**E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS:** The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMF Board and the Director of the DSA.

Financial records, supporting documents, statistical records, monitoring records, and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMF Board and the DSA during normal business hours.

**F. ANNUAL REPORTING REQUIREMENTS:** On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMF Board. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMF Board. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

**G. RIGHT OF ENTRY:** Under the terms of the Conservation Easement, the DSA, its employees, agents, and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

**H. PROVISIONS IN THE EVENT OF TRANSFER:**

**i. PRIOR NOTICE AND APPROVAL:** In the event of any intended sale or transfer, in whole or in part, of the Conservation Easement or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMF Board and shall obtain written consent from the same prior to such transfer.

**ii. DISSOLUTION:** In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2)

Director, LMF Board. Prior written consent to the transfer and disposal of the Conservation Easement shall be obtained from LMF Board as with a conveyance of the Conservation Easement under Subsection H(i) unless the DSA requires that the Cooperating Entity transfer title to the Conservation Easement to the DSA or a successor designated by the DSA under Subsection I(d).

**iii. SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest in all or a portion of the Conservation Easement. In the event that the LMF Board or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

**iv. SHARE IN PROCEEDS:** In the event of any sale, transfer, termination, or condemnation of any or all of the Conservation Easement or disposal of the Conservation Easement pursuant to dissolution (hereinafter “transfer”), the Cooperating Entity shall pay to the Land for Maine’s Future Fund, or to another fund designated by the LMF Board, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

- (a) the ratio of the value of the LMF’s contribution to the value of the Conservation Easement as a whole as of the date of this Agreement, hereby established as %, multiplied by
- (b) the appraised value of the Conservation Easement, or portion thereof, which value shall determined as the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement as of the date of transfer.

The LMF Board may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMF Board. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage, and use the Premises under the terms of this Agreement.

The State’s share of proceeds shall be paid to the LMF at the time of the transfer, sale, condemnation or dissolution.

**I. ENFORCEMENT ALTERNATIVES:** In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Conservation Easement, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity’s deed to the Conservation Easement;
- (b) the right to require specific performance on the part of the Cooperating Entity;
- (c) the right to a return of the State’s share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Conservation Easement to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

**J. AMENDMENT:** This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

**K. NOTICES:** Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

**To Cooperating Entity:**        *[insert name & address]*

**To DSA:**                                **c/o Director, Bureau of Agriculture, Food and Rural Resources  
90 Blossom Ln.  
Augusta, Maine 04333**

**To LMFB:**                                c/o Director, Land for Maine’s Future Program  
28 State House Station  
Augusta, Maine 04333

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMF Board shall be referred to collectively as the “State,” and when being sent, notices shall be sent to both entities.

- (a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity’s last known address on file with the tax assessment records of the municipality of *[insert name of town where project land is located]*, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable, and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity’s notices must include sufficient information to enable the State to determine whether Cooperating Entity’s

plans are consistent with the terms of this Agreement and the conservation purposes hereof.

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) In the event that the Protected Property is owned by more than one Cooperating Entity, the Cooperating Entity or its successor owners shall designate an agent responsible for the seeking of approvals from the State, and for the receipt of notices from the State. In the event that no single entity or agent is so designated, the approval of or notice to any executive officer of the Cooperating Entity shall be deemed the approval of or notice to all such owners.

[remainder of page left blank]

#### **Exhibit A**

[Insert final Legal Description of Project Agreement property]



# Appendix F

## Post-Closing Grant Fact Sheets

### Land for Maine's Future Access Improvement Grants Fact Sheet for Applicants *UPDATED January 2021*

#### **Purpose**

Access improvement grants are available to enhance the public accessibility to land that is acquired with proceeds from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund.

Access improvement grants enhance Land for Maine's Future (LMF) acquisition dollars by making conserved land more accessible to the public. Grants may be for the upgrade of access roads, the addition of parking, trails, and boat launches, or the installation of signage, information kiosks, and picnic tables. Grant funds can be used to reimburse work that has already been done, assuming the Board approves funding for all aspects of the work completed.

#### **Funding Availability**

In statute, access improvement grants are limited to 5% of the appraised value of the acquired property, but the Land for Maine's Future Board routinely establishes a set-aside for these grants based on funds available. For the 2023 funding cycle, the LMF Board has authorized up to 5% of the LMF award for these grants.

#### **Eligibility**

A landowner of LMF funded land may apply for an access improvement grant to fund minor capital improvements to improve accessibility on the LMF funded land and on adjoining lands in the same ownership or under the same management. Access improvement grants are not offered for lands which are protected by conservation easements unless easement terms explicitly allow the easement holder to make access improvements to the land covered by the easement. LMF staff will contact the applicant to inform them of the application process and amount of funds available for their access improvement project.

#### **Application Criteria**

Projects must meet the following criteria for access improvement grants:

- The proposed improvements do not compromise the original intent for which the property was purchased.
- The proposed project improves accessibility of the LMF funded lands, consistent with management objectives. If access improvement funding is for abutting lands under the same ownership or management, then the access improvements must offer a benefit to users of the LMF funded parcel.
- Public uses are supported and/or enhanced by the project.

## **Application Process**

1. LMF staff will contact you with information about the funds available, application process and deadline for submissions.
2. Applications are reviewed by LMF staff to determine eligibility and completeness.
3. If the applicant is an entity other than the State (e.g. land trust or municipality), the application is reviewed by staff from the sponsoring state agency for farmland protection and access projects, the Department of Agriculture, Conservation and Forestry's Bureau of Agriculture, Food and Rural Resources, to ensure the project is consistent with the objectives of the original acquisition project.
4. Upon recommendation from BAFRR, LMF staff reviews the application against the purposes and objectives of the access improvement funds and makes a recommendation to the Board for their approval.

## **Application Format and Instructions**

Applicants should complete an Application Summary Form and provide a proposal narrative that contains the following information:

1. Map(s) - General property map, map depicting the location of the primary access point of the site, any other public access points to the property, and the location of the property to which access improvements are proposed to be made. Maps should be at a scale suitable to show the location of the proposed improvements.
2. Project Description - Narrative of what improvements are proposed, how the improvements will enhance accessibility and public use of the LMF funded lands.
3. Suitability of Intended Use - Description that demonstrates that the property has no legal constraints preventing the development and use of the proposed access and that the physical characteristics of the site are suitable for the intended access.
4. Impact on Natural Resources - Description of any impact the proposed access will have on the natural and cultural resources of the property and the surrounding land. Demonstrate that the intended access is consistent with property's management objectives. Consultation with the Maine Natural Areas Program, Maine Department of Inland Fisheries and Wildlife, and Maine Historic Preservation is recommended.
5. Project timeline - Identify key milestones and dates for completion.
6. Adaptive Access - If the applicant is seeking supplemental funding for adaptive access, include a description of the specific design aspects of the project that will encourage and increase use of the property by people with physical impairments or disabilities. Describe what resources you have used to ensure your improvements are consistent with accessibility guidelines.
7. Signage - The Board requires that the Land for Maine's Future Program be acknowledged in permanent signage at the primary access point of the site. LMF provides silk-screened, metal signs with LMF logo for this purpose. Please indicate in your proposal if you will need additional signs.
8. Project Budget - Itemization of how the funds will be used and identification of sources and amounts of matching funds.

**A hard copy of your proposal should be sent to:**

Land for Maine's Future Program  
Department of Agriculture, Conservation &  
Forestry  
22 State House Station  
Augusta ME 04333-0022

**Completion of Access Improvement Grant Projects**

Projects must be completed within 18 months of the grant award date, unless the project finalist has prior written approval from the LMF project manager for an extension. A one- year extension may be granted at the project manager's discretion if circumstances warrant, following notice to the LMF Director. Any additional extensions must be approved by the LMF board.

**Grant Reporting Requirements**

Grant recipients must submit a written report upon completion of the access improvement project. The report must describe the access improvements made and the ways it enhances public uses and include documentation of how the funds were expended and photographs of the completed work.

Completed access improvement projects will be included in the LMF Biennial Report, as part of the report to the public about progress achieved by the program.

**Advance and return of access improvement funds**

LMF will enter into a contract with each Cooperating Entity selected for an access improvement grant. LMF will be responsible for managing the contracts and ensuring funds are used consistent with the project proposal. LMF staff will approve payments for work that has been completed. Any unspent funds will remain available for future Board allocations.

For access improvement grants to state agencies, the funds will be journaled directly to the state agency upon approval of application. The agency is responsible for returning all unused funds within 6 months of completion of project. LMF shall enter into a Memorandum of Agreement with BAFRR for all access improvement grants. The MOA will state the terms and indicate the expiration dates and be signed by the Commissioner of DACF.

***Resources:***

USFS trail accessibility guidelines: <http://www.fs.fed.us/recreation/programs/accessibility/>

American Trails: <http://www.americantrails.org/resources/trailbuilding/>

National Park Service boat launch guidelines:

<https://www.nps.gov/ncrc/programs/rtca/helpfultools/launchguide.pdf>

**Land for Maine's Future**  
**Farm Business Planning and Capital Improvement Grants**  
**Fact Sheet for Applicants**  
*February 2021*

**NOTE TO APPLICANTS:** Updated guidance and procedure for Capital Improvement Grants may be developed. Additional information will be provided to all applicants by BAFRR staff. This version is provided for informational purposes only.

**Purpose**

After completion of a farmland protection project through the Land for Maine's Future program, Farm Business Planning and Capital Improvement Grants ("farm grants") are available to provide for the land's continuing use as a working farm.

Farm grants enhance Land for Maine's Future (LMF) acquisition dollars by investing in the viability of agricultural operations on protected land. Grant funds may be used for professional assistance in developing a farm business plan or for capital improvements to the farm such as improved drainage or construction of needed structures. These capital improvements should enhance the agricultural productivity of the property and/or improve the economic viability of the farm enterprise, and must be in compliance with the terms of the conservation easement.

**Funding Availability**

By statute, farm grants are available in an amount up to 5% of the appraised value of the agricultural conservation easement funded by LMF. For the 2023 funding cycle, the LMF Board has authorized up to 5% of the LMF award value for Capital Improvement Grants. BAFARR will make a recommendation to the LMF Board regarding the grant request, and the LMF Board will vote on whether to approve the request.

Farm grants must be matched. Applicants should provide an overall project budget that includes cash and in-kind match so that the LMF Board has a clear picture of the projects supported by these grants.

**Eligibility**

The owner or operator of the protected farmland may apply to LMF for farm grant funds in the year after the easement is acquired. The application must include a letter of support from the easement holder to ensure that the planned improvements are consistent with the purpose and terms of the conservation easement. Funds may also be used for improvements on adjacent land that is under the same ownership or management. Further, for capital improvement projects, it is highly recommended that farm applicants have a current business plan or include farm business planning as part of their proposal.

Eligible expenses for farm grants include professional assistance in developing a business plan, as well as capital improvements to the farm. Grant funds may be used to pay for contracted services or materials used in making improvements.

Farm grant funds may not be applied to operating expenses of the farm, such as farm labor, fuel, feed, or chemicals. Additionally, capital investments must be for improvements to the property; expenses such as equipment or livestock are not eligible.

**Application Criteria**

Projects must meet the following criteria for farm grants:

- Any proposed improvements do not compromise the original intent for which the easement was

funded by LMF and do not conflict with the terms of the conservation easement.

- The proposed project provides for the land's continuing use as a working farm through business planning, enhancements to the agricultural productivity of the property, and/or improvements supporting the economic viability of the farm enterprise.

### **Application Process**

1. LMF staff will contact you with information about the funds available, application process, and deadline for submissions.
2. In developing the proposal, the applicant must consult with staff from the Bureau of Agriculture, Forestry, and Rural Resources (BAFRR) to ensure the project is consistent with State policies and objectives for improving agricultural viability.
3. Applications are reviewed by LMF staff to determine eligibility and completeness.
4. LMF staff reviews the application against the purposes and objectives of the farm grant funds and makes a recommendation to the Board for their approval.

### **Application Format and Instructions**

Applicants should complete an Application Summary Form and provide a proposal narrative that contains the following information:

1. Map(s) - General property map and a map depicting the location of existing and proposed improvements. Maps should be at a scale suitable to show the location of the proposed improvements.
2. Project Description - Narrative of what business planning and/or improvements are proposed and how the proposed activities will enhance the agricultural productivity of the property, protect other conservation values identified in the conservation easement, and/or improve the economic viability of the farm enterprise.

If you have a current farm business plan, describe how any proposed improvements fit into this plan. If your proposal includes developing or updating a farm business plan, briefly describe your expected planning process and desired outcomes. (Note: If you do not yet have a business plan but propose to develop one, you may request capital improvement funds to be used to implement the resulting plan, even if the exact improvements will not be known until the plan is complete. In this case, BAFRR and LMF must approve the specific use of these funds before you begin work on improvements.)

3. Suitability of Intended Use (capital improvement proposals only) - Description that demonstrates that the property has no legal constraints preventing the development and use of the proposed improvements and that the physical characteristics of the site are suitable for the intended improvements.
4. Impact on Natural Resources (capital improvement proposals only) - Description of any impact the proposed improvements will have on the natural and cultural resources of the property and the surrounding land. Demonstrate that the intended improvements are consistent with the property's management objectives. Consultation with the Maine Natural Areas Program, Maine Department of Inland Fisheries, and Wildlife and Maine Historic Preservation is recommended.
5. Project timeline - Identify key milestones and dates for completion.
6. Signage - The Board requires that the Land for Maine's Future Program be acknowledged in permanent signage on the site. LMF provides silk-screened, metal signs with LMF logo for this purpose. Please indicate in your proposal if you will need additional signs.

7. **Project Budget** - Itemization of how the funds will be used and identification of sources and amounts of matching funds. Identify any federal funding such as EQIP or CSP related to the proposed improvements (Note: If receiving federal cost share assistance for a project, LMF funds may only be applied to costs in excess of the federal assistance).

**A hard copy of your proposal should be sent to:**

Land for Maine's Future Program  
Dept. of Agriculture, Conservation & Forestry  
22 State House Station  
Augusta ME 04333-0022

Your proposal should also be sent electronically to the LMF Project Manager and BAFRR representative.

**Completion of Farm Grant Projects**

Projects must be completed within 18 months of the grant award date, unless the applicant has prior written approval from the LMF project manager for an extension. A one year extension may be granted at the project manager's discretion if circumstances warrant, following notice to the LMF Director. Any additional extensions must be approved by the LMF board.

**Grant Reporting Requirements**

Grant recipients must submit a written report upon completion of the farm grant project. The report must describe any improvements made and the ways they advance the purposes of the grant funding. Photographs should be included with the report.

Completed farm grant projects will be included in the LMF Biennial Report, as part of the report to the public about progress achieved by the program.

**Advance and Return of Farm Grant Funds**

Farm grants are reimbursement grants. Funds will be disbursed by LMF after receipt and approval of a final grant report and invoices or receipts documenting all expenses to be reimbursed. In the case of large awards or awards for work that will take place in multiple phases, interim reports and disbursements may be possible on a case by case basis with the prior approval of LMF. If requesting interim disbursements, the project timeline must indicate when payments will be requested. LMF will enter into a contract with each farm owner or operator selected for a farm grant. LMF will be responsible for managing the contracts and ensuring funds are used consistent with the project proposal. Any unspent funds will remain available for future Board allocations.

***Resources:***

Maine Department of Agriculture, Conservation and Forestry's (DACF) Agricultural Resource Development Division (for technical and other resource support):

<https://www.maine.gov/dacf/ard/index.shtml>

DACF Business Planning Information:

[https://www.maine.gov/dacf/ard/resources/business\\_planning.shtml](https://www.maine.gov/dacf/ard/resources/business_planning.shtml)

NRCS programs: <https://www.nrcs.usda.gov/wps/portal/nrcs/main/me/programs/financial/#>

Legal Food Hub: <https://www.legalfoodhub.org/>

## Appendix G

### WFAPP Statutes

#### §6203-C. Maine Working Farmland Access and Protection Fund

**1. Fund established.** The Maine Working Farmland Access and Protection Fund, referred to in this section as "the fund," is established and is administered by the board in cooperation with the Commissioner of Agriculture, Conservation and Forestry under the provisions of this chapter and Title 7, section 164. The fund consists of the proceeds from the sale of bonds authorized for the purposes set forth in subsection 3 and funds received as contributions from private and public sources for those purposes. The fund must be held separate and apart from all other money, funds and accounts. Eligible investment earnings credited to the assets of the fund become part of the assets of the fund. Any balance remaining in the fund at the end of a fiscal year must be carried forward for the next fiscal year.

**2. Grants.** The board may make grants to state agencies and designated cooperating entities for the purposes identified in subsection 3. Grants are made according to rules adopted by the board. Rules adopted pursuant to this subsection are routine technical rules as defined in chapter 375, subchapter 2-A.

**3. Fund proceeds.** The proceeds of the fund may be applied and expended to acquire property or interests in property that are designed to protect access to working farmland. The board shall include as a condition of an acquisition or grant made under this section the requirement that the protected property may not be used, altered or developed in a manner that precludes its availability for commercial production of agricultural products.

**4. Matching funds.** For each grant made under this section, the board shall require the applicant or the grant recipient to provide matching funds at least equal to the amount of the grant.

**5. Uses of the fund.** When an interest in land or an interest in working farmland is acquired with proceeds from the fund, the board may fund minor capital investments in the stewardship of that land. Funds for stewardship investments must be held in a dedicated stewardship endowment and identified for use on the funded property. The stewardship investments may not exceed 5% of the appraised value of the acquired property.

A. When an interest in land is acquired with proceeds from the fund, the board may fund minor capital improvements on the land and on adjoining lands in the same ownership or under the same management to improve public access, as long as these improvements do not exceed 5% of the appraised value of the acquired property. [PL 2021, c. 135, §4 (NEW).]

B. When an interest in working farmland is acquired with proceeds from the fund, the board may fund the development of a business plan and capital improvements to provide for the land's continuing use as working farmland, as long as these improvements do not exceed 5% of the appraised value of the acquired property. Capital improvements under this paragraph may also be made on adjoining farmland in the same ownership or under the same management.

## §164. Maine Working Farmland Access and Protection Program

**1. Program established; administration.** The Maine Working Farmland Access and Protection Program, referred to in this section as "the program," is established to provide protection to strategically significant working farmland properties as defined in Title 5, section 6201, subsection 4-A whose continued availability to commercial agricultural businesses is essential to the long-term future of the economic sector. The department shall administer the program either directly or by contract with a suitable organization.

**2. Review panel.** The department shall establish a review panel to advise the commissioner in the operation of the program, including, but not limited to, evaluating applications and recommending to the department applicants for participation in the program.

**3. Selection criteria.** The selection criteria with which to evaluate applications for protection of working farmland property under the program must include, but are not limited to:

A. The interest of the owner of the working farmland property to make the farmland available via lease or transfer the protected property to another farmer or other farmers to advance the department's goal of preserving and increasing access to farmland for new and growing farms;

B. The threat of conversion of the working farmland property such that it would become unavailable for commercial production of agricultural products;

C. The percentage of soils classified by the United States Department of Agriculture as prime farmland, unique farmland, farmland of statewide importance and farmland of local importance;

D. The agricultural structures and improvements associated with the working farmland property;

E. The economic viability of the working farmland property in terms of current and potential future commercial agricultural activities in local, regional and statewide markets; connection of the working farmland property to agricultural services including processors, aggregators and distributors; and number of on-farm jobs supported by the working farmland property;

F. The proximity of other working farmland properties in the town or region;

G. The degree of community support for the proposed protection of the working farmland property;

H. The multiple natural resources values associated with the working farmland property, including open space land, forested land and wetlands; riparian buffers; wildlife habitat; and freshwater aquifers; and

I. Whether the applicant is from or serving an underserved or underprivileged community as defined by the department by rule. Rules adopted under this paragraph are routine technical rules pursuant to Title 5, chapter 375, subchapter 2-A.

**4. Grant agreements.** The commissioner shall enter into grant agreements with state agencies and cooperating entities for the purpose of receiving grants from the Maine Working Farmland Access and Protection Fund under Title 5, section 6203-C.