



Request for Applications 2026 Forest Conservation Easements for Land Trusts Program

The Land Trust Alliance (Alliance), with support from Governor Kathy Hochul, the New York State Legislature, and the New York State Department of Environmental Conservation (DEC), is pleased to announce a fifth round of competitive land trust grants through the Forest Conservation Easements for Land Trusts Program (FCELT). This public-private partnership is funded through the state Environmental Protection Fund (EPF) and administered by the Alliance, in coordination with the DEC.

Up to \$1.35 million in funding is available through the 2026 grant round which will be awarded in the **fall of 2026**. Grant awards are contingent upon the receipt of state funds.

Applications are now being accepted and are due as noted in the table below. Awards will be announced in the fall of 2026.

Applications must be completed through our [online application and reporting system](#). Complete details about this grant opportunity including eligibility requirements and other program elements can be found below. Please review carefully as you evaluate whether your project is a potential fit.

Visit the [FCELT](#) webpage for more information including:

- Roundtable Schedule
- Resource Guide
- Frequently Asked Questions

The Alliance reserves the right to amend the request for applications specifications to correct errors or oversights, or to supply additional information, as it becomes available.

Key Dates:

Applications Due	August 13, 2026
Award Announcement	Fall 2026
Closing (latest possible date)	December 31, 2028
Final Report Due (latest possible date)	January 30, 2029
Grant Period	January 1, 2026 – December 31, 2028

Questions? For questions about the program, please contact Jim Daus, New York Forest Conservation Easement Advisor for the Land Trust Alliance, jdaus@lta.org or 518-227-1318, or Jamie Brown, New York Program Manager, jbrown@lta.org or 901-569-7133.

For questions about accessing the online system, please contact Gabriel Naccarato, New York Program Coordinator, Land Trust Alliance at gnaccarato@lta.org.

Overview and Purpose

The purpose of the Forest Conservation Easements for Land Trusts Program is to provide grants of up to \$350,000 to fund the acquisition of conservation easements by land trusts accredited by the Land Trust Accreditation Commission on forestland in New York State that increase the pace of forested land conservation to combat climate changes.

According to the 2020 New York State Forest Action Plan, “Privately owned forestlands cover 13.62 million acres and represent 74 percent of New York’s forests. 10.2 million acres are considered family-owned or non-corporate forests. Nearly 700,000 private forest landowners provide the public with the benefits of clean air and water, carbon sequestration, wildlife habitat, and a forest-based economy.” The plan identifies some of the biggest threats to keeping privately owned forests healthy and intact as follows: development pressure, inconsistent or lack of professional forest management practices, succession planning, and invasive pests which are often exacerbated by climate change and have the potential to devastate or completely wipe out entire tree species.

Land trusts are uniquely positioned to help private forest owners protect and manage their lands while also educating the public about the benefits of forest conservation to the environment and economy.

Land trusts applying for FCELT grants will be asked to articulate how and to what extent the proposed easement acquisition provides community benefits and furthers the goals/strategies identified in the [New York State Open Space Plan](#), the [New York State Wildlife Action Plan](#), the [New York State Forest Action Plan](#) and/or other local, regional or statewide land protection plans. Applicants should utilize relevant scientific data to make the strongest possible case for their project’s climate resilience benefits including The Nature Conservancy’s [Resilient Land Mapping Tool](#).

Applicant and Project Eligibility Requirements

- Applicant's service area includes the State of New York and project site is located within the State of New York. These funds are intended for projects and activities within the State of New York.
- Land Trust must be accredited by the Land Trust Accreditation Commission. However, applicants do not need to be members of the Land Trust Alliance to apply for or receive grant funding. Non-member land trusts are encouraged to learn more about the benefits of [Land Trust Alliance membership](#).
- Projects must provide permanent protection via conservation easements consistent with the provisions of Environmental Conservation Law Article 49 that satisfy the minimum conservation easement requirements contained in the Term Sheet in Appendix B. The easement must explicitly run in perpetuity, and the applicant (or another eligible land trust identified in the application and expressly collaborating with the applicant on the project) must be the intended long-term easement holder. The conservation easement must be registered with DEC. A Notice of Grant Agreement, Appendix E, must be attached to the final conservation easement as an exhibit.
- Forests (as defined in the Term Sheet in Appendix B) must cover at least 50% of the protected property. Lands used for agriculture cannot exceed 25% of the protected property. Sustainable forest management must not be a prohibited use (although it may be prohibited on portions of the property, where appropriate).
- Timber harvests must be conducted pursuant to a forest management plan under the supervision of a qualified forester (as further described in the Term Sheet in Appendix B) and approved by the easement holder (except in limited cases for on-site uses of timber harvested from the protected property).
- Acquisitions must be able to close by the end of the grant period noted in the table above. Only projects that have not yet closed prior to completion (i.e. accepted by the Alliance in the online application and reporting

system) of the grant agreement are eligible. It is recommended projects do not close until all required pre-closing items on the Due Diligence Checklist in Appendix A are satisfied as failure to complete them may jeopardize awardee's eligibility to receive grant funding.

Costs

All costs eligible for grant funding or as match must be an awardee expense (i.e. invoices must be addressed to awardee; landowner expenses are not eligible for grant reimbursement) and may include:

1. Easement acquisition;
2. Recording fees;
3. Related staff time;
4. Environmental assessment;
5. Title Insurance Premiums and related costs;
6. Baseline documentation report;
7. Boundary Surveys;
8. Appraisal;
9. Awardee's legal counsel;
10. Management plan(s) (including Forest or Recreation Management Plans) when Grantee acquires the right to perform such management;
11. Stewardship fund contribution (no more than \$15,000 may be funded by the grant - calculation methodology will be required);
12. Legal defense fund contribution (no more than \$3,000 may be funded by the grant); and
13. Other fees or expenses necessary and appropriate for the completion of a transaction.

Costs that are not eligible for grant funding or as match include:

1. Any costs incurred prior to or after the grant period noted in the table above;
2. General operating support;
3. Fees for Alliance trainings and events;
4. Accreditation fees;
5. Awardee's Insurance premiums, including Terrafirma;
6. Property taxes or other state/local/federal taxes including real estate transfer taxes;
7. Cost of improvements and heavy equipment;
8. Implementation of management plans or resource management/stewardship actions;
9. Staff costs for stewardship operations; and
10. Landowner's cost for legal or financial advisors or Landowner's cost of appraisal (e.g. to substantiate any tax benefits).

All costs, whether to be granted or counted as match, must be incurred within the grant period noted in the table above. However, expenditures are made at the applicant's sole risk prior to completion of the grant agreement. If for some reason the project cannot be completed, expenses up to the date of the project's termination (as determined by the Alliance and DEC) may be reimbursable.

Match Requirements

Applicants are strongly encouraged to schedule a time with Alliance staff to go over their specific draft budget (the template is available for download within the online application) well in advance of the deadline. Applicants must

provide a match equal to at least twenty-five percent (25%) of the grant funds requested. For example, a \$320,000 grant would require a match of \$80,000 for a total project budget of \$400,000, \$320,000 of which would be funded by the grant and \$80,000 of which would be match.

Match may include appraised value of any donation of the conservation easement by the landowner, other funds raised by the applicant to assist in the purchase of the conservation easement, and any eligible expense listed above that is not funded by the grant, including related staff time. Matching funds must be non-state funds. Source and status of the match must be explained in the application. Applications with stronger evidence of match (e.g. Landowner commits in writing to the bargain sale contained in the budget, and, if necessary, the land trust board commits in writing that it will provide any other match requirements specified in the budget) may be ranked higher than those lacking such specificity. See [FAQs](#) for more guidance. If grant funds are awarded, verifiable documentation of the match is required prior to making any payments to grant awardees.

Evaluation Process

An independent review team of volunteers and Alliance and DEC staff will review applications. The committee will evaluate and rank each application based on the answers to the application questions. Project Evaluation Criteria is included as Appendix G to this document. Applications must include all required content of the online application. All committee decisions are final.

Grant Awards and Payments

Projects that are selected will receive a grant agreement from the Alliance. The grant agreement shall be due within 30 days of its being made available to awardees. The grant agreement and scope of work and schedule attached thereto will ask awardees to agree to:

- Minimum conservation easement deed terms (Appendix B);
- Grant reporting requirements;
- Periodic phone check-ins with the Alliance and/or DEC;
- Potential site visit(s);
- Use of photographs and other media;
- Complete the scope and schedule as an attachment to the grant agreement; and
- Complete first check-in within 90 days of grant agreement.

The scope and schedule outline the awardee's anticipated project benchmarks and due diligence/reporting requirements.

Grants that only cover the direct cost of the easement purchase will be sent to the escrow agent's trust account shortly prior to closing (or as reimbursement to the awardee after closing). Otherwise, awardees may request one interim payment either as reimbursement or payment in advance of eligible due diligence expenses identified in the final budget attached to the grant agreement.

Upon approval by the Alliance of the request, it is anticipated that a closing payment will be sent to the escrow agent's trust account shortly prior to closing (or as reimbursement to the awardee after closing) for the purchase price and other eligible expenses. Awardee shall submit supporting documents prior to receiving payment for closing, such as expense documentation, a closing statement or other documentation showing that the transaction is imminent.

A post-closing payment, if requested, is intended to reimburse awardees for any remaining unreimbursed expenses upon fulfillment of all post-closing matters and will be processed upon approval by the Alliance of awardee's final report and the payment request. Awardee must submit all final requests for reimbursement, and all required supporting documentation, including any outstanding documents with the final report to close out the grant and project.

Proof of expenses includes, but is not limited to, invoices, cancelled checks, and receipts. Each payment will require verification that sufficient matching funds have been expended or are in hand as determined in the sole discretion of the Alliance. All payments will be considered for approval by the Alliance on a case-by-case basis, depending on project's timeline and budget, expenses already incurred or anticipated and other factors, at Alliance sole discretion. Funds are not earned until advances, if any, or reimbursements, if any, are approved by the Alliance.

We will make every effort to meet your anticipated closing date. However, please recognize that the FCELT requires internal review of all due diligence material and Alliance and DEC staff are also reviewing due diligence for other grants. Delays in providing materials to the Alliance may prevent us from wiring funds to meet a specified closing date.

A list of required documentation is available in the Due Diligence Checklist in Appendix A. Please note that in addition to the Alliance's review and approval of all documents, DEC may review and approve the following documents: survey map, appraisal, title insurance policy and conservation easement including all appendices. Survey maps must be submitted with the title report for review.

The Alliance reserves the right to award less than the full amount of the application. Awardees will be notified if the award is less than the amount requested and the Alliance will work with the awardee to see how the project can be completed.

Reporting Process

The Alliance and awardees shall schedule at least three "check ins" during the grant period (a "check in" will be required prior to any approval of requests for reimbursement or advances) to ensure that the awardee is moving forward with the project, discuss any changes or issues, and ensure that all documentation is provided. The Alliance may decide to waive "check-ins" or required additional "check ins" as needed. A final report (reflecting all actual project costs) and all required supporting documentation, is due thirty (30) days after closing or no later than January 30, 2029. Failure to complete required reports may result in an awardee forfeiting a portion of or all grant funds awarded.

Conservation Easement Standards

Appendix B of this document provides applicants with a conservation easement Term Sheet. The Term Sheet includes specific conservation easement provisions that must be followed to be eligible for FCELT funds and to ensure consistency with the Alliance's and DEC's goals for the program. The Alliance may release a conservation easement template during the implementation period for this round of grants, which is intended to facilitate standardization, thoroughness, and establish uniformly acceptable easement language for this program. Should a template be made available, its use will be recommended, but it will not be mandatory for grants awarded this round. Application scopes and budgets should be prepared to include any costs associated with working without a standard template, in case the template is not completed in time to meet the transaction timeline.

Appraisal Standards and Survey Requirements

Please see Appendix C for appraisal standards and Appendix D for survey requirements.

Publicity and Freedom of Information Law

The title you give your project may be used in press releases, reports, and other public documents produced by the Alliance and DEC. If you are concerned about confidentiality, select a project title that is descriptive but does not reveal the exact property or landowner name, and please inform the Alliance of the confidential nature of the project. New

York State will announce the grant awards. Announcements will give the name of the property or project (sometimes property names are replaced by a project name), a very general location and the grant amount. They do not list the property owners' name(s) unless otherwise directed to do so.

Due to Freedom of Information Law requirements, anything submitted to or collected by the Alliance could become publicly available. As such, please take precautions when submitting any documentation. For example, be sure to redact sensitive information (e.g. bank account information) that might occur on any submittals. The awardee is advised to notify the property owner that certain details of the transaction will be shared with the public and all details may be disclosed to the public under the Freedom of Information Law.

Appendix A

Due Diligence Checklist FCELT 2026 (Round 5)

The Alliance will use this information, in collaboration with the New York State Department of Environmental Conservation (DEC) and awardees, to measure progress on deliverables that will trigger grant payments. **Please note that in addition to the Alliance's review and approval of all documents, DEC may review and approve the following documents: survey map, appraisal, title insurance report and commitment, and conservation easement.**

Title

- Provide preliminary and updated title reports or commitments. Provide an analysis of title that describes any issues and provide a plan to remedy them and otherwise affirms that all other exceptions and requirements are not issues. The analysis should make sure to specifically identify and analyze any potential impacts to the conservation purposes and specifically address mineral and timber rights, access rights, leases (including recorded or unrecorded mineral, timber, hunting or agricultural leases), mortgages, liens and any issues with legal access for monitoring. If none, specifically state that there are none.
- Survey map must be provided at time of finalized title commitment review. If any physical exceptions cannot be located on the survey, the title analysis should specify this and confirm that the exception will not significantly impact the conservation purposes (or provide a plan to remedy the exception).

Contract Documents

Provide at least one:

- Fully executed Purchase and Sale Agreement.
- Option or landowner letter affirming intent to sell or bargain sale conservation easement and timing.

Draft Conservation Easement

- Landowner and landowner's attorney shall have reviewed the conservation easement prior to submitting for Alliance (and DEC) review.
- Must follow Term Sheet attached to Request for Applications. Note: The Alliance may release a conservation easement template during the implementation period for this round of grants, which is intended to facilitate standardization, thoroughness, and establish uniformly accepted easement language for this program. Should a template be made available, its use will be recommended, but it will not be mandatory for grants awarded this round. Application scopes and budgets should be prepared to include any costs associated with working without a standard template, in case the template is not completed in time to meet the transaction timeline.
- Provide the completed Term Sheet Crosswalk form (available at the [FCELT webpage](#)) along with the conservation easement for Alliance (and DEC) review and approval.

Appraisal

See FCELT Appraisal Standards, Appendix of the Request for Applications.

Survey

- See Survey Requirements, Appendix of the Request for Applications

Approximately 30-60 Days Prior to Closing

- Environmental Assessment
 - All awardees must conduct or obtain a preliminary environmental investigation, transaction screen or Phase I assessment to identify whether there are any conditions that pose environmental risks and take steps to address any significant concerns.
- Quantify awardee's annual stewardship costs; identify methodology(ies) used to estimate such costs, consistent with Alliance guidelines.
- Management Plan (including Forest Management Plan) or Stewardship Plan, or summaries of such intended plans, if applicable.
- Baseline documentation report to be signed by landowner or if conditions prevent, schedule for finalizing.
- Board resolution approving the acquisition.
- Final LTA and DEC approval of appraisal, conservation easement (including Notice of Grant Agreement), title commitment (with analysis) and survey.
- Alliance approval of any other instruments to be recorded at closing.

Approximately 1-3 Weeks Prior to Closing

- Funding request (should tie to budget and explain variances), draft Settlement Statement, and wiring instructions.
- Executed Alliance escrow agreement (instructions for Escrow Agent).
- Final Title Commitment including any update to the analysis of title exceptions and plan to remedy).
- Record the signed and stamped survey in the county clerk's office prior to closing to allow map recording information to be referenced in the conservation easement document.

At Closing

- Executed conservation easement (includes Notice of Grant Agreement and Survey map recording information).
- Executed baseline acknowledgment.
- Final settlement statement.
- Executed real estate tax form (TP-584).
- Executed mortgage and/or other lien subordination documents, if any.
- Any other instruments recorded at closing.
- Final title update, rundown or markup just prior to closing.

Post-Closing

- Final escrow documents (e.g. settlement statement; TP-584) with SSN(s) redacted.
- Recorded Conservation easement with Notice of Grant Agreement.
- Other requirements documents (recorded subordination, access easements, etc)
- Signed baseline documentation.
- Management Plan(s) (e.g. Forest Management Plan or Stewardship Plan), if applicable.
- Final title policy (with all objectionable exceptions removed or omitted).
- Confirmation from the awardee that it has requested registration of the conservation easement project with DEC and inclusion in the NY Protected Area Database.
- Proof of stewardship contribution.
- Final Report and Final Budget Report with documentation of all expenses and match.

Appendix B

Term Sheet

Forest Conservation Easement for Land Trusts 2026 (Round 5)

Introduction

The purpose of this term sheet is to provide guidance to applicants as to those conservation easement elements that New York State Department of Environmental Conservation (“DEC”) requires, at a minimum, to be addressed in the final conservation easement document for the Forest Conservation Easement for Land Trusts program.

Exact wording is given in the few instances where exact wording is required, otherwise the element should be worded as determined by the awardee's attorney and other professional advisors. DEC and The Land Trust Alliance (Alliance) will be reviewing the wording of the conservation easements. See [FCELT webpage](#) for a list of resources to assist with Conservation Easement drafting.

Conservation Easement must use the EXACT structure outlined below:

- Whereas Clauses
- Purposes Of The Conservation Easement
- Restricted Uses And Rights
- Grantee's Affirmative Rights
- Grantor's Permitted Uses and Rights OR Grantor's Reserved Rights
- Enforcement
- Administrative Provisions
- Definitions (may be an Appendix to CE)

Conservation Easement Minimum Requirements

Please Note:

- The parenthetical “(mandatory)” means the element must be addressed by the Conservation Easement and worded as determined by the awardee's attorney and other professional advisors.
- Exact language is required when indicated by (“exact”).
- The elements labeled “(optional)” may be disregarded unless desired by awardee or the contemplated use will occur on the Protected Property (in which case the element must be addressed).
- For all other elements, awardees may draw from their own templates.

1) Whereas Clauses

- a. Describe the Protected Property subject to the Conservation Easement with a legal description in Schedule A [NOTE: the final CE legal description must reference the recording information of the survey], set forth encumbrances and exceptions to title in Schedule B attached to the Conservation Easement, and enter the recording information of the survey map (mandatory). **NOTE: it is awardee's responsibility to record the survey sufficiently in advance of closing to be able to enter the survey recording information prior to recording the conservation easement.**
- b. Set forth the intention to preserve and limit the uses and development of the Protected Property in perpetuity (mandatory).
- c. Provide that Grantee is authorized to accept and hold the Conservation Easement to protect property important to the conservation of natural resources under the provisions of New York State ECL, Title 3 of

Article 49 (mandatory); and

- d. Include this clause: (exact) Said Conservation Easement is acquired with funding received by the Grantee under a grant funded by the New York State Environmental Protection Fund in accordance with Round 3 of the Forest Conservation Easements for Land Trusts Grant Program 2025 ("Grant"), Grant No. FCELT-R4-2025-(County#), from the Land Trust Alliance to the Grantee, awarded under contract C012269 between the New York State Department of Environmental Conservation and the Land Trust Alliance, for purposes of forest conservation. Upon recording of this deed, all use of the Protected Property is and shall remain subject to the terms and conditions described in the Notice of Grant Agreement attached hereto as Schedule _____ and recorded herewith.

2) Purposes of the Conservation Easement

- a. Prevent division and forest fragmentation (mandatory). To prevent division of the Protected Property to keep the Protected Property intact and under one ownership to prevent the fragmentation of the Protected Property.
- b. Limit use and development (mandatory). To limit the development of the Protected Property and prevent residential, commercial, industrial and Agricultural Uses of the Protected Property, except as permitted by the Conservation Easement and only if such uses are limited in such ways as to prevent or minimize impacts to Forestland and be consistent with the Purposes of the Conservation Easement.
- c. Preserve and Protect Conservation values (mandatory). To protect the conservation values associated with the Protected Property including: native flora and fauna and the ecological processes that support them; diverse forest types and conditions; wildlife habitat; soil productivity; Biological Diversity; water quality; and wetland, riparian, and other aquatic habitats as well as the scenic vistas of undeveloped land from public roads.
- d. Ensure Sustainable Forestry (mandatory) To allow for Forest Management guided by a Forest Management Plan on the Protected Property, while ensuring that the Protected Property remains in a healthy, forested condition.
- e. Prevent conversion of Forestland (mandatory). Prohibit conversion of forest to other uses.
- f. Ensure Agricultural Use is consistent (mandatory only for conservation easements that allow for agriculture) with the Conservation Easement. To allow for Agricultural Use consistent with the Purposes of the Conservation Easement.

3) Restricted Uses and Rights – Essentially, this section strips the property of all its rights and then the

Permitted Uses and Rights (section 5 below) adds back the typical specific, limited reserved rights.

Paragraphs in this section should all be built around central, broader use prohibitions or limitations.

Exceptions to those prohibitions and limitations should be minimized in this section and detailed in the

Permitted Uses section. Avoid restrictions that the land trust cannot monitor and enforce. Any exceptions to substantive prohibitions and restrictions must have been proposed in Grantee's original grant application.

- a. Prohibit Forest Conversion (mandatory). Except as specifically provided by the Conservation Easement, the Forestland existing as of the conveyance date of the Conservation Easement (as must be clearly identified in the baseline documentation) shall be maintained as Forestland and not converted to non-forestry purposes.
- b. Prohibit residential, commercial, or industrial uses (mandatory,) except as permitted by the Conservation Easement (see section 5), to protect the Protected Property from conversion to other land use types.
- c. Prohibit recreation and education improvements (mandatory) except as permitted by the Conservation Easement.
- d. Extinguish development and building rights (mandatory) except as permitted by the Conservation Easement.
- e. Prohibit division or conveyance of rights (mandatory). Except as specifically permitted by the Conservation Easement, keep the Protected Property intact and under one ownership and prevent

- fragmentation and prohibit modification or conveyance of easements, right of ways or similar documents.
- f. Limit existing improvements, buildings and structures (mandatory) and prohibit new improvements except as specifically permitted by the Conservation Easement.
- g. Limit utilities and utility access (mandatory). Limit the construction or presence of utility improvements (including wind and solar power), and equipment (including towers), and access thereto and prohibit such new uses except as specifically permitted by the Conservation Easement.
- h. Prohibit all types of waste disposal on the Protected Property (mandatory) except, as specifically permitted by the Conservation Easement.
- i. Mining (mandatory). Prohibit surface mining and prohibit or limit the extraction of sand and gravel as specifically permitted by the Conservation Easement.
- j. Prohibit new dams (mandatory). Limit to existing use only.

4) Grantee's Affirmative Rights

- a. Right to enter and inspect (mandatory). Grantee shall have the right of entry to the Protected Property for inspections upon reasonable notice. No notice is required of the Grantee if monitoring via remote aerial monitoring). Grantee must be granted the right to enter the Protected Property for monitoring and inspections, including use of motor vehicles on existing paths, trails, and roads sufficient to support the motor vehicle use without damage to the Protected Property. If immediate entry is required to prevent, terminate, or mitigate a violation, then such notice shall not be required.
- b. Emergency actions (mandatory). Provides Grantee the right to enter the Protected Property in an emergency. Such right shall not impose any obligation or legal responsibility on Grantee, except as to conditions created by Grantee.
- c. Right to provide for public access and use (optional). May include but not be limited to hiking, biking, snowshoeing, cross-country skiing, horseback riding, hunting, trapping, fishing, camping, snowmobiling, boating and use of motor vehicles.
 - i. Non-motorized access and recreational uses
 - ii. Motorized access and recreational uses – identify roads and trails
 - iii. Public camping
 - iv. Public hunting, fishing and trapping
 - v. Public access to adjoining protected lands
- d. Public recreational amenities and improvements (optional). Right for the Grantee to construct, install and improve amenities for public use associated with the acquired recreation rights. Can include, but not limited to roads, lean-tos or weather shelters, boat launches, campsites, trails, bridges, signs, fences, gates and barriers, etc.
- e. Management of public recreational rights (optional). It is the responsibility of Grantee to manage the public recreation on the Protected Property.
 - i. Recreation management plan may be prepared to manage public use
 - ii. Include costs required for shared road maintenance.
- f. Grantee's duties and responsibilities for roads, trails, bridges, culverts, parking lots, boat launches and campsites open to public use (optional).
 - i. Repair and correct those amenities solely for public use
 - ii. Public use suspended due to weather
 - iii. Public use suspended due to lack of funding
- g. Grantee's right to sand and gravel (optional). Allows Grantee to use sand and gravel, with defined size and location, from the Protected Property for construction and maintenance of any recreational amenities with Grantor approval. If the Grantor wants to take a tax deduction, there should be a prohibition on all surface mining, including for any sand and gravel extraction.

5) Grantor's Permitted Uses and Rights – This section adds back specific, limited reserved rights by providing

detailed descriptions of, and limitations to, any specific permitted uses and rights and exceptions to Restricted Uses and Rights found in section 3 above. The permitted uses and rights in this section typically should fit within the broader, otherwise restricted uses and rights enumerated in Section 3 above (if not, consider how it should be limited). Avoid permitted rights that the land trust cannot monitor and enforce. Any substantive reserved rights must have been proposed in Grantee's original grant application.

- a. Prevent or minimize impacts to Forestland (exact). Any permitted uses and rights must be consistent with the Purposes of the Conservation Easement, must prioritize the protection of the forest habitat conservation value over other conservation values, and must be located to prevent or minimize impacts to Forestland.
- b. Forest management activities (mandatory). Conduct Forest Management under a professional Forest Management Plan (FMP) consistent with the Purposes of the Conservation Easement.
 - i. Approval of Forest Management activities. Grantor's right to conduct Forest Management activities on the Protected Property shall be subject to the following:
 1. Forest Management Activities (Including any harvests or timber stand improvements) shall be carried out in accordance with (i) a third-party Forest Certification Program (i.e., Forest Stewardship Council, Sustainable Forestry Initiative; American Tree Farm Program), or (ii) a FMP and harvest plan prepared and overseen (including harvest managed) by a forester who is certified by the Society of American Foresters or successor organization as is later created, or has a bachelor degree in forestry from a school accredited by the Society of American Foresters, or a Cooperating Consulting Forester with the DEC, or a qualified forester approved by the Grantee in writing in advance. Harvesting operations will comply with the most recent New York State Forestry Best Management Practices for Water Quality or its equivalent. Provided however, that no third-party Forest Certification Program or FMP or harvest plan shall be required to harvest up to ten (10) standard cords of firewood annually for Grantor's personal use, to remove trees that have fallen, or are dead, diseased, or dangerous.
 2. Grantor shall be required to notify Grantee of any Forest Management activities and provide Grantee with a copy of the Forest Management Plan at least thirty (30) days prior to commencing Forest Management activities.
 3. Forest Management improvements (mandatory if such improvements are permitted). FMP must identify any new and existing improvements (e.g. staging areas, roads, sugar house, etc.) associated with Forest Management activities. Permanent Forest Management improvements (e.g. those improvements not to be moved or removed within twenty-four months after installation) require approval by Grantee.
 4. The FMP must identify the types of Forest Management activities the Grantor wants to conduct (e.g. selective cutting, thinning, invasive treatments, sustainable harvest, maple syrup production, etc.). Forest Management techniques must, at a minimum, prioritize Sustainable Forestry, promote the health of the Forest, and be flexible and adaptable to ensure that the Protected Property remains in a healthy, forested condition (e.g. address invasives).
- c. Agriculture (mandatory for conservation easements that allow for agriculture). Grantor may continue to use a portion, limited to no more than twenty-five (25) percent of the Protected Property for Agriculture Uses including Agricultural Use structures, as defined in 9 NYCRR § 577.2. The Agricultural Use of the Protected Property must not interfere with Grantee's Affirmative Rights and must be consistent with the Purposes of the Conservation Easement. Prohibit conversion of Forestland to agriculture even if agriculture not using 25%.
- d. Right to lease (optional). Any such leases must be for limited durations for outdoor recreation (such as hunting) or agriculture (and only on portion of the Protected Property where agriculture is allowed). Must be consistent with the Purposes of the Conservation Easement.

- e. Non-forestry improvements; building areas; access and utilities (mandatory). Identify all existing improvements, buildings, and structures and prohibit or limit any future uses. CE terms may include (if proposed in the original grant application) a building area/s, farm stand, maple syrup production, recreation or education structures, sustainable forestry, or other similar improvements, provided that any such use (and access thereto) must be consistent with the Purposes of the Conservation Easement. The Conservation Easement shall, where applicable, provide for the following:
 - i. Existing or new residential buildings, garages, barns, utilities, roads, drives, and septic systems, etc. Identify existing or planned improvements within specific limited building areas, outside of forested areas or otherwise located to minimize impacts to forested areas and other conservation values.
 - ii. Waterbody and wetland buffers for new improvements, buildings, and structures. Must comply with all federal, state and local laws/restrictions. No new improvements, buildings, and structures within areas designated as undevelopable, critical environmental areas or special resource areas (i.e. areas with unique geological features, wetlands or habitat for endangered species) as depicted in the baseline documentation report.
 - iii. Access road, improvements and utility corridors. Existing rights-of-way to utilities, adjacent properties, and outparcels, or existing or new rights-of way to building areas and for Agricultural Uses and improvements, and for forestry access (for heavy equipment).
- f. Utilities (mandatory). Right to retain or construct utility improvements (including renewable energy improvements, if desired), and equipment (including towers), and access thereto for those uses permitted by the Conservation Easement.
- g. Waste disposal (mandatory). Waste disposal for forestry and agricultural handling of animal and vegetation waste shall be conducted in accordance with sound agricultural and forestry practices and in a manner consistent with a management plan and all applicable local, state or federal laws and regulations.
- h. Gates, barriers, fences; keys, combinations; marking boundaries (mandatory). Grantor retains rights to re-post boundaries, erect gates, etc.
- i. Preserving water quality (mandatory). Grantor may take actions, including the maintenance or removal of existing dams and impoundments, to preserve and enhance water quality and reduce erosion with Grantee approval.
- j. Right to sand and gravel (optional). Shall only be for use on the Protected Property of the Grantor and the locations of removal and use shall be approved by Grantee, exclude riparian areas, and prevent or minimize impacts to water quality. If the Grantor wants to take a tax deduction, there should likely be a prohibition on all surface mining, including for any sand and gravel extraction (monitor the latest guidance from the Alliance).
- k. Natural resources benefits (optional). Grantor may, with Grantee approval, create and retain rights to ecosystem services benefits, credits, and compensation. The use must be consistent with the Purposes of the Conservation Easement (e.g., carbon credits).
- l. Right to convey the entire Protected Property as one unit only (mandatory). Grantor may sell, transfer, or otherwise convey the entire Protected Property as one entire unit only, subject to the Conservation Easement (where conveyance of a portion of the protected property is contemplated in Grantee's original application such conveyances are permissible).

6) Enforcement

- a. Notice to cure (mandatory).
- b. Dispute resolution (mandatory). Include language consistent with Alliance Standards and Practices that provides for mediation. Do not permit arbitration as a method of dispute resolution.
- c. Force majeure/acts of third parties (mandatory).
- d. Failure to act by Grantee (mandatory). Shall not be deemed a waiver of Grantee's right to take such actions

in the future.

- e. DEC right to enforcement (mandatory). DEC must be granted the same right as Grantee (but not be obligated) to inspect and enforce the terms of the Conservation Easement if Grantee fails to regularly inspect or enforce the terms of the Conservation Easement (or if Grantee is no longer accredited by Land Trust Accreditation Commission).
- f. Restoration (mandatory). Grantee has the right to restore Protected Property

7) Administrative Provisions

- a. Construction and interpretation (mandatory). Distinguishes between titles for ease of document use and the Conservation Easement content/provisions.
- b. Baseline documentation (mandatory). The requirement for a report of the current condition (baseline) of the Protected Property, at the time of closing, for monitoring purposes. In the event that seasonal conditions prevent the completion of a full baseline documentation report by closing, the Grantor and land trust sign a schedule for finalizing the full report and an acknowledgement of interim data [that for donations and bargain sales meets Treasury Regulation §1.170A-14(g)(5)(i)] at closing.
- c. Notice, Review and Approval Process (mandatory). The procedure for review and approvals and who officially written notice should be sent to.
- d. Regulatory Authorities, Compliance with Law (mandatory). Clarifies that the Conservation Easement does not replace compliance with laws.
- e. Assignment (mandatory). Should the Grantee at any time cease to exist or become ineligible to hold the Conservation Easement for any reason, then a court of competent jurisdiction shall assign the Conservation Easement to another qualified organization.
- f. Severability (mandatory). If any part of the Conservation Easement is struck down by a court, the remainder of the Conservation Easement stays enforceable.
- g. Amendments or Modifications (mandatory). Allow for future amendments to the document with conditions and upon review and written approval of DEC and Grantee.
- h. Proceeds and Extinguishment clauses (mandatory). Follow the latest Alliance guidance regarding United States Treasury Department Regulations.

8) Definitions (may be an Appendix to CE)

- a. "Agricultural Use" (exact - only for Conservation Easements that allow for agriculture). Those activities necessary to: produce Crops, Livestock and Livestock Products; or use the Protected Property as a "Farm Operation" to the extent permitted by the Conservation Easement; or be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is contained in a conservation plan.
- b. "Biological Diversity" (exact). The variety and abundance of life forms, processes, functions, and structures of plants, animals, and other living organisms, including the relative complexity of species, communities, gene pools, and ecosystems at spatial scales that range from local to regional to global.
- c. "Crops, Livestock and Livestock Products" (exact - only for Conservation Easements that allow for agriculture) shall be defined pursuant to Article 25-AA of the AML (Agriculture and Markets Law 301), or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter OR (mandatory) insert the actual current definition wording.
- d. "Farm Operation" (exact - only for Conservation Easements that allow for agriculture). Shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then

the definition existing at the time of repeal shall serve thereafter OR (mandatory) insert the actual current definition wording.

- e. "Forestland" (exact). Land covered with forest or reserved for the growth of forests.
- f. "Forests" (exact). An ecosystem characterized by a more or less dense and extensive tree cover, often consisting of stands varying in characteristics such as species, composition, structure, age class, and associated processes, and commonly including meadows, streams, fish, and wildlife.
- g. "Forest Management" (exact). Forestry practices, including thinning, invasive species removal, or harvesting of timber, planned as part of a deliberate forest management program, the construction, alteration or maintenance of wood roads, skidways, landings and fences, and related research and educational activities.
- h. "Forest Management Plan" (exact). A working guide, prepared by a professional forester, that allows the landowner to maximize a mix of forest benefits, including wildlife, timber, recreation, aesthetic value and other benefits.
- i. "Forest Certification Program" (exact). A market-based, non-regulatory forest conservation tool designed to recognize and promote environmentally responsible forestry and sustainability of forest resources. The certification process involves an evaluation of management planning and forestry practices by a third-party according to an agreed-upon set of standards. These standards include measures to protect water quality, Biological Diversity, wildlife habitat, species at risk and forests with exceptional conservation value.
- j. "Forest Products" (exact). All products derived or extracted from the forest on the Protected Property, including, without limitation, ginseng, trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, herbaceous vegetation, barks, limbs, branches, gum, tree sap, and mushrooms.
- k. "Grantee" (exact). The Party identified as Grantee in the preamble, its employees, successors, and assigns.
- l. "Grantor" (exact). The owner(s) in fee simple of the real property that is subject to the Conservation Easement. The term "Grantor" shall include Grantor, its successors, heirs and assigns.
- m. "Protected Property" (exact). The lands subject to the Conservation Easement, more particularly described in Schedule A.
- n. "Sustainable Forestry" (exact). Forest Management activities that achieve sustainability by practicing a land stewardship ethic that ensures that the Protected Property remains in a healthy, forested condition and includes (individually or integrating a mix of) the following: conservation of soil, air and water quality, Biological Diversity, wildlife and aquatic habitat, recreation potential, and aesthetics and/or the production of an economic return through sustainable production and/or harvesting of Forest Products. Forest harvest activities on the Protected Property are considered sustainable if long-term harvest levels, although variable, are consistent with appropriate growth and yield models in an approved Forest Management Plan or Forest Certification Program.

DEC in consultation with the Land Trust Alliance designed this material to provide accurate, authoritative information about the subject matter covered with the understanding that DEC and the Land Trust Alliance is not engaged in rendering legal, accounting, tax, or other professional counsel. If a land trust or individual requires legal advice or other expert assistance, they should seek the services of competent professionals.

Appendix C

Grant Appraisal Requirements

FCELT Round 2026 (Round 5)

All appraisals completed for this grant need to follow *NYSDEC Grant Programs Standards and Procedures for Appraisal Reporting and Reviewing*. All consultant appraisers hired by the Grantee need to be provided with these standards prior to accepting an appraisal assignment. The following three documents summarize the assignment conditions required by this grant program. Please refer to the full document at https://dec.ny.gov/sites/default/files/2025-11/NYSDEC_Grant_Standards_Procedures_Appraisal_Reporting_Reviewing_20250801.pdf for more information.

Assignment Conditions for Appraisals of Awarded Grant Projects

*Appraisals under New York State Department of Environmental Conservation review **MUST** incorporate the following standards as assignment conditions:*

- Appraisals are to be compliant with the most recent publication of the Uniform Standards of Professional Appraisal Practice (USPAP).
- Appraisal reports are to be written in a full **narrative** format by a **Certified General Appraiser** and should include a signed certification including the names of persons providing significant real property appraisal assistance, if applicable.
- Include New York State Department of Environmental Conservation (NYSDEC) as the client and The Land Trust Alliance (Alliance) as an intended user. Any additional intended users to be included as needed.
- Per USPAP and DEC internal directive, make sure appraisals do not include demographic data in the appraisal report that relates to protected characteristics (race, color, religion, national origin, sex, disability, or familial status) for example, census reporting.
- If an estimated value is anticipated to be greater than or equal to \$500,000, two appraisals **must** be commissioned. Both appraisal reports are to share the same effective date of value. If a second appraisal is secured at a later date, the second appraisal must be completed with a retrospective date of value matching that of the first appraisal.
- NYSDEC requires the appraiser to disclose in the appraisal report ANY previous valuation of the subject property or portions of the subject property regardless of how many years have elapsed since that valuation.
- The Consultant Review Appraiser will be required to attend any site inspections performed by the Contract Appraiser(s). The grant applicant and the property owner will be invited to attend this site inspection. The grant applicant and property owner may provide factual data; property or market information; and verification of sales, contracts, listings to the appraiser at the site inspection. The grant applicant and property owner are not to provide appraisal instructions to the appraiser during the appraisal and review process.
- Appraisals **must** adhere to *DEC Guidance for the use of Hypothetical Conditions (see following page)*. All extraordinary assumptions and/or hypothetical conditions must be clearly and conspicuously stated.
- If timber production is a primary or secondary use of the subject or sale properties, it may be necessary to consult with a timber expert for analysis and comparison purposes. This is not to be interpreted as a requirement for a timber cruise.
- Appraisals of Conservation Easements **must** not be finalized until after the easement language has been reviewed and approved by the Alliance.
- Appraisals of Conservation Easements **must** include a before and after valuation. Appraisals of

- Conservation Easements using a direct valuation approach will not be accepted.
- Appraisals of Conservation Easements ***must*** include all appropriate assumptions and limiting conditions while also adhering to *DEC Guidance for the use of Hypothetical Conditions*.
- Appraisal reports must be transmitted to the designated review appraiser.
- Corrections and/or revisions recommended by the review appraiser for compliance with applicable standards, laws and regulations, must be made and submitted in a timely manner.
- The date of the fully executed contract of sale must be within **1 year** of the appraisal report date.
- Failure to adhere to any one of these standards may result in the rejection of the appraisal report.

Guidance for the use of Hypothetical Conditions

Hypothetical Condition

The Uniform Standards of Professional Appraisal Practice (USPAP) defines a hypothetical condition as: “A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

Comment: Hypothetical Conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Before an appraiser can use a hypothetical condition in an appraisal assignment the appraiser has to satisfy all the following conditions as set forth by USPAP:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison, and
- Use of the hypothetical condition results in a credible analysis
- Clearly and conspicuously state all hypothetical conditions
- State that their use might have affected the assignment results

There may be circumstances where appraisers need to use hypothetical conditions in their assignments. If the appraiser determines that hypothetical conditions are necessary, they ***must contact*** the Alliance for prior ***written approval***. The appraiser ***must*** consult with the Alliance and the client before use of a hypothetical condition in an appraisal report completed for a grant project. The Alliance may reject an appraisal report if the appraiser delivered the report with a hypothetical condition, which was not previously approved by the client and the Alliance.

Assignment Conditions for Appraisal Review of Awarded Grant Projects

*Consultant appraisal reviews **must** incorporate the following standards as assignment conditions:*

- Appraisal reviews are to be written in compliance with the most recent publication of the Uniform Standards of Professional Appraisal Practice (USPAP).
- Appraisal reviews ***must*** be prepared by a ***NYS Certified General Appraiser***.
- Appraisal reviews ***must*** be performed as a “technical field review” (see definitions).
- Appraisal review reports ***must*** be in a full narrative format.
- Appraisal review reports ***must*** include compliance check sheets
- The Consultant Review Appraiser will be required to attend any site inspections performed by the Contract Appraiser(s). The grant applicant and the property owner will be invited to attend this site inspection. The grant applicant and property owner may provide factual data; property or market information; and verification of sales, contracts, listings to the appraiser at the site inspection. The grant

applicant and property owner are not to provide appraisal instructions to the appraiser during the appraisal and review process.

- The subject must be field inspected and comparable sales should be inspected by the reviewer when practical. Sales over one hundred miles from the subject do not require field inspection. If previously inspected by the reviewer near the date of sale, they do not require field inspection. However, if the property was inspected before the date of sale, due diligence to verify the property condition on the sale date is required.
- The review appraiser **must** examine all appraisals to ensure they meet applicable appraisal requirements and **must**, prior to acceptance, seek necessary corrections or revisions from the appraiser.
- Per USPAP and NYSDEC internal directive, make sure appraisals ***do not*** include demographic data in the appraisal report that relates to protected characteristics (race, color, religion, national origin, sex, disability, or familial status) for example, census reporting. If information of this type is included in an appraisal, contact the appraiser and request it be removed and revised pages sent.
- NYSDEC requires the review appraiser to disclose in the review report ANY previous valuation of the subject property or portions of the subject property regardless of how many years have elapsed since that valuation.
- The review **must** make one of the following conclusions:
 - a) Recommend the appraisal as the basis of the amount believed to be just compensation (if two appraisals are under review, only one can be recommended); **or**
 - b) Accept the appraisal as meeting all the requirements, but do not recommend it as the basis of the amount believed to be just compensation and develop an independent opinion of value in accordance with the most recent publication of USPAP; **or**
 - c) Do not accept the appraisal because it does not meet all requirements and develop an independent opinion of value in accordance with the most recent publication of USPAP.

Appendix D

Boundary Survey Map Survey Map Check Sheet FCELT 2026 (Round 5)

GENERAL:

Land Surveyor Certification Block

- ☐ Standard Template Surveyor Certification Used (**See Certification Template below**)
- ☐ Firm Name (if applicable)
- ☐ Certificate of Authorization number to provide Land Surveying Services in New York State (if applicable)
- ☐ Land Surveyors Name
- ☐ NYS LS Registration Number
- ☐ Address & Phone Number
- ☐ LS stamp box signed and sealed with ink stamp or embossed
- ☐ Survey Completed Date
- ☐ Certified to awardee (See Template for certification names)
- ☐ Certified to People of the State of New York
- ☐ Certified to New York State Department of Environmental Conservation (NYSDEC) with reference to Grant Number
- ☐ Certified to Title Company with reference to Title Policy number

Title Block

- ☐ Standard Template Title Block Used (**See Survey Title Block attached below**)
- ☐ Purchase Type (Fee or Conservation Easement recited as Lands or Conservation Easement to be acquired)
- ☐ Awardee Name
- ☐ Grantee Name
- ☐ Patent Data (if known)
- ☐ Hamlet, Village, City, Town, County, State
- ☐ Scale Bar that is able to be directly measured with an engineer's scale without conversion. Acceptable scales are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', 1" = 60', 1" = 100', 1" = 200'.

Standard Map Notes

- ☐ *Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.*
- ☐ *Only copies from the original of this survey marked with an original of the Land Surveyor's embossed seal and/or inked seal shall be considered to be valid true copies.*
- ☐ *Certifications indicated hereon signify that this survey was prepared in accordance with the current Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. [NOTE: except (B1 and C2 of the Code) that copyright symbols and copyright language must not be present on the survey map]*
- ☐ *Certifications are limited to the persons for whom the survey is prepared, and on their behalf to the title company, governmental agencies and lending institutions listed hereon.*
- ☐ *Certifications are not transferable to additional institutions or subsequent owners.*

- ☐ Highway and Utility Easement Note if required. (Highway or Utility upon property surveyed)

Map Body

Reference Title Data

- ☐ Background Title data if required to explain problems discovered
- ☐ Current Deed of Record with reference to recording info (Grantor and Grantee, Date of Instrument, Recording Date, Liber and Page)
- ☐ Current Adjacent Owners with reference to recorded Liber and Page
- ☐ Filed Map(s) with reference to recording info (Map Dated and Recording Date)

Orientation

- ☐ North Arrow with Reference to the *New York State Plane Coordinate System*, with a note similar to the following: *"All bearings are oriented to Grid North as per the New York State Plane Coordinate System, West Zone, True North being at 78°35' West Longitude."* Also, current magnetic declination must be shown and/or noted on the north arrow.
- ☐ The specific metadata (*horizontal control reference data*) unique to the project must be shown on the final map stating the specific instrumentation, survey method, expected tolerances, date and time of network connections, grid system information, and CORS stations used. **See GNSS metadata template below for an example.**
- ☐ All work performed using the Global Navigation Satellite System (GNSS), which includes GPS, shall be done according to the National Geodetic Survey (NGS) Classifications, Standards and Specifications for GNSS Geodetic Control Surveys ([Technical Memorandum NOS NGS 92](#))

Location

- ☐ Location Map Block (4"x4" Quad or equivalent) with reference to source and scale
- ☐ Tax Map Parcel ID of Subject Parcel

Parcel Data

- ☐ Bearing and Distances properly labeled
- ☐ Record Data if different (Interior angles and distances)
- ☐ Property corners must be set or found and labeled accordingly
- ☐ The location, size, character, and type of all monuments found during fieldwork must be shown
- ☐ Points on line are to be disbursed along the subject boundary lines to be marked, at intervals not to exceed 150 feet. Boundary evidence and points on line shall be combined where possible. Ideally, the points on line should be intervisible (when the lines are brushed out) and reasonably close to the boundary line.
- ☐ At least three corners will be labeled with its New York State Plane Coordinate System datum value with decimal values out to two (2) places. In congested areas of the map a table may be used.
- ☐ Corner Descriptions labeled
- ☐ Corner Ties to road intersection if required
- ☐ Area stated

Record Data Information

- ☐ Filed Map Block & Lot Numbers
- ☐ Superimposed subdivision lot lines, etc...
- ☐ Street or Highway lines indicated if required
- ☐ All gores or overlaps clearly indicated

Content & Physical Locations

- ☐ Legend
- ☐ Physical evidence of possession clearly indicated and explained
- ☐ Identify building envelopes with clearly marked bearings, distances, and acreage
- ☐ Property subdivisions (if applicable) must be identified
- ☐ Show all building improvements
- ☐ Locate and label or otherwise reference all title exceptions when possible
- ☐ Clearly map and note visible evidence of easements on or across premises
- ☐ Clearly map and note surface indications of underground easements
- ☐ Clearly map and note subsurface structures not shown where not visible or readily apparent
- ☐ When within ten (10) feet of boundary (including Building envelope or permissible subdivision boundaries, if any), show offsets to boundary line for all buildings, fences and improvements (including those on adjoining land).
- ☐ All physical evidence of encroachments/possession (by subject property or adjoining property) clearly shown, labeled, and offset distances to boundary line(s) stated

Topological Labeling

- ☐ Improvements properly labeled
- ☐ Roads properly labeled (Name, surface, width)

Surveyor hereby certifies that they have reviewed each item above and acknowledge by checking each box.

Signature _____

Print name _____

Map Certification Template

Survey certified by:

(Name of Firm (if applicable) and Surveyor)

(NYS LS Registration number)

(Certificate of Authorization number to provide Land Surveying Services in New York State (if applicable))

(Address of Firm (if applicable) and Surveyor)

(Phone Number of Firm (if applicable) and Surveyor)

Certification: I hereby certify that this is an accurate map completed (date) prepared by me or under my direction from an accurate survey completed (date) from deeds and maps of record and that this survey was prepared in accordance with the Code of Practice adopted by the New York State Association of Professional Land Surveyors (NYSAPLS) and the same is certified to:

1) Name of awardee

2) People of the State of New York

3) New York State Department of Environmental Conservation (NYSDEC)

4) Name of Title Insurance Company and Title Policy number: _____

(LS Stamp Box – signed and sealed with ink stamp or embossed)

Appendix D

Survey Title Block

MAP OF AN ARTICLE 49 CONSERVATION EASEMENT TO BE ACQUIRED BY A GRANT FUNDED THROUGH THE NEW YORK STATE ENVIRONMENTAL PROTECTION FUND BY A PARTNERSHIP OF THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE LAND TRUST ALLIANCE TO BE ACQUIRED BY (Name of Awardee) FROM (Name of Seller or Grantor) UNDER (Grant Number: XXXXXXXXXXXX) SITUATE (Patent Lot Number if known) (Patent Allotment if known) (Patent Name if known) Town of XXXXX County of XXXXXXXX State of New York 0100200300  SCALE – 1 INCH = 100 FEET

Appendix D

GNSS Metadata Template

Horizontal Control Reference Data

Instrumentation:

- Javad Triumph-LS, Combination GPS Receiver, & Data Collector.
- Javad Triumph-1M Static Base Receiver, with Internal 1-Watt Radio.
- Javad HPT-435BT 35-Watt Radio Repeater.

Survey Method:

- Initial (4- Hour Minimum) Static Base Station Observation, Combined with Differential Real Time Kinematic (RTK) Observations.
- All (RTK) Collection Utilizing Javad's "Beast Mode", (5Hz Base Data Up Sampling Corrections).
- All RTK Established Control Derived by the Average of a Minimum of Two, 10-Minute Collection Sessions, Separated by at Least Three Hours.

Expected Horizontal Positional Tolerance:

- Base Station = (0.02'±)
- RTK Established Control = (0.05'±)
- RTK "Side Shot" Positions = (0.06'± to 0.25'±)

Network Connections Measured:

- 08/08/2019 For Base Station # 500 (261 Minutes)

Grid System:

Name: NAD 83 (2011) / NAVD 88
Zone: New York West
Epoch: 2010
Geoid: geoid12b_conus
Linear Unit: U.S. Survey Feet

GPS Continuously Operating Reference Stations (CORS) Held Fixed, in Establishing Base Station Control:

ID	Designation	Latitude	Longitude
NYFD	Fredonia, NY	42°25'41.78564"(N)	79°20'22.71934"(W)
NYSM	Salamanca, NY	42°11'31.38162"(N)	78°44'50.46542"(W)
UPTC	Titusville, PA	41°37'43.70176"(N)	79°39'50.62099"(W)

Map Information:

- All BEARINGS are Oriented to Grid North as per the NY SPC System, West Zone. True North Being at 78°35' West Longitude.
- All DISTANCES Shown are Ground Distances, U.S. Survey Feet.
- All COORDINATES Shown are NY State Plane Coordinates, NAD 83 (2011), West Zone, U.S. Survey Feet.
- Project Average Combined Factor = 0.999955647

To Obtain Grid Distance:

- Multiply "Map Distance" with the Average Combined Factor.

Appendix E

FCELT 2026 (Round 5)

EXHIBIT _____

NOTICE OF GRANT AGREEMENT

THIS NOTICE, dated _____ day of _____, 202_, is made by the
_____, (hereinafter "Grantee") whose address is
_____.

WITNESSETH

WHEREAS, the _____ has acquired a conservation
easement over certain real property located in the Town/Village of
_____, County _____, State of New York, Tax Map District
_____, Section _____, Block _____ and Lot
_____, which real property is more particularly described above in Exhibit
annexed hereto (hereinafter "Protected Property");
and

WHEREAS, the _____ has been awarded a grant funded by the
New York State Environmental Protection Fund in accordance with Round 4 of the Forest
Conservation Easements for Land Trusts Grant Program 2026 ("Grant"), Grant No.
FCELT-R5-2026-(County #), awarded under contract C012269 between the New York State
Department of Environmental Conservation and the Land Trust Alliance, for purposes of forest
conservation;

NOW, THEREFORE, Notice hereby given to any party having a right, title or interest in the
Protected Property, now or in the future, that, in addition to the terms of this conservation
easement, the following provisions are perpetual and run with the land:

1. The Protected Property may be subject to inspection upon the request of the New
York State Department of Environmental Conservation to ensure compliance with the
terms of this conservation easement.
2. In the event the Grantee does not maintain or otherwise loses its status as accredited
by the Land Trust Accreditation Commission; the State of New York may require the
conservation easement be assigned to an accredited land trust or eligible public body.

Grantee:

By:

Print name:

State of New York

County:

On the _____ day of _____ month in the year 202_ before me, the undersigned _____ personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed in the same in the signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed in the instrument.

Notary Public

(Notary Public Stamp Here)

Appendix F

FCELT Baseline Documentation Report Checklist

FCELT 2026 (Round 5)

Follow most recent Alliance guidance on minimum requirements for Baseline Documentation: [Practice 11B: Baseline Documentation Report – Land Trust Alliance](#)

Including:

- ☐ Date of completion
- ☐ Documentation of the conservation values and public benefits, including written descriptions along with related maps and photographs as necessary to monitor and enforce the conservation easement.
- ☐ Documentation of existing conditions that relate to the easement's restrictions and reserved rights, including written descriptions and related maps and photographs as necessary to monitor and enforce the conservation easement.
- ☐ Information on the location of the easement
- ☐ Property description. An address is not sufficient. Must be a full description including a section describing how the property fits within a larger context of the conservation objective/s, or how it was funded using public and/or private dollars, or how the project may have been referred from another conservation organization or governmental entity, for example. If there are tenants on the property or it is leased for grazing or timber harvesting, this information should also be included in this section.
- ☐ Dated signatures of the landowner and land trust acknowledging that both attest to the accuracy of the information contained in the report (the land trust must have the baseline signed by the time of closing of the conservation transaction).
- ☐ Includes the Statement: "Any permitted uses and rights must be consistent with the Purposes of the Conservation Easement, must prioritize the protection of the forest habitat conservation value over other conservation values, and must be located to prevent or minimize impacts to Forestland."

Appendix G

Complete Project Evaluation Criteria

FCELT 2026 (Round 5)

Section 1: The Project and Conservation Values: This focuses on the project and related conservation values and considers the overall protection of forests and other existing and future conservation benefits including ecosystem services and resilience values in the context of the durability of those benefits.

- What are the project's principal conservation values? What is the project size, landscape setting, percentage of forest cover and the composition of the forest being protected? What are the climate resilience attributes of the forest (e.g. how diverse is the forest and the land and its topography)? What rare or significant species, habitats or natural features are present? Reference [NY Natural Heritage Program, New York Wildlife Action Plan](#), species listed as threatened or endangered under the federal [Endangered Species Act](#) and/or included on [New York State's Endangered, Threatened and Special Concern Species List](#).
- What ecosystem services and resilience values does the project offer (e.g. resiliency to extreme weather events)? To what extent does the applicant clearly articulate these benefits? What are the project's scores from the [Resilient Land Mapping Tool](#)? How do other tools or measures of long-term climate resilience, or other local or regional resource studies, conservation plans, or inventories support or prioritize the ecosystem services and resilience values offered by this project?
- How durable are the conservation values (particularly the forest and its diversity) likely to be over time? To what extent is the project exposed to risks that could impact the conservation values including the project's ecosystem services or resilience values, such as sea level rise, weather, invasives, or other impacts to resilient landscapes, such as future development, that could block connectivity?
- How does this property complement existing local and regional (landscape) conservation and resiliency? Be sure to clearly illustrate your assertions (e.g. on the maps). Some examples you might address:
 - To what extent does the project strategically leverage conservation and resilience across a larger area, such as by enhancing connectivity or removing a specific threat to landscape-scale connectivity and/or resilience?
 - To what extent does the project fill a gap in, expand, or otherwise complement existing conservation efforts?
 - To what extent is/are the landscape setting(s) under-represented among existing nearby conserved lands?
 - Does the project have potential to catalyze additional forest land and climate resilience protection work in the area?
- How does the project address existing conservation priorities as identified in the [New York State Open Space Plan](#), the [New York State Wildlife Action Plan](#), the [New York State Forest Action Plan](#) or other established conservation plans?
- How well does the applicant address proposed (reserved), current, and former uses, practices, and improvements on the protected property and do limits thereto (e.g. structures, envelopes, square footage, forestry, commercial uses, public uses, trails, events, roads, utilities, renewable energy improvements, subdivision, etc.) seem consistent with forest protection and the conservation values (e.g. do these uses negatively impact the conservation values of the project)? Are the proposed uses appropriate in the context of protecting the climate resilience and ecosystem services benefits of the property? For example, if timber harvests are

contemplated, how will it be consistent with forest protection and climate resilience?

- Has the applicant identified and demonstrated a viable strategy for addressing short-term (e.g. high priority) and long-term stewardship needs (e.g. invasives, trail building, etc.)?

Section 2: Feasibility and Readiness: This considers the project's technical design, likelihood of success and ability to be completed within the grant period.

- Does the project meet or exceed the eligibility requirements?
- What level of due diligence has already been performed (e.g. Title research, valuation, survey, environmental, etc.)? What has the applicant done to confirm availability of access to the property? To what extent has the applicant researched third party rights, trespass, mineral severance, timber leases, mortgages or other complicating factors? If such factors exist, does the applicant have a reasonable plan to rectify the issues?
- What significant contingencies or other complicating factors exist (e.g. contract contingencies, appraisal contingency, or financial, environmental, technical, or logistical issues)? How likely are these factors to delay or undo the project? Has the applicant adequately described the complicating factors and their ability to address them?
- Does the applicant demonstrate sufficient financial commitment either from the landowner, donors, grant funders, or its board of directors to satisfy or exceed the match requirements (and, if not, a reasonable plan to obtain the commitment and funds)? Applicants should clearly identify the sources and status of all matching funds and demonstrate they will work diligently to locate and secure leveraging funds.
- Does the applicant have, or will the applicant have, sufficient commitment from the landowner to complete the project (e.g. is there a signed contract to purchase or some commitment from the landowner indicating the landowner will not list the property for sale during the grant period)?
- Is the proposed budget well researched (e.g., likely to appraise as anticipated) and supported and appropriate to the scale of the project?

Section 3: Urgency and Threat of Conversion: This considers the timeliness of the project.

- How great is the risk of forest conversion, division, or fragmentation? Have these landscape settings experienced high levels of land use conversion? Why is it urgent to protect this property now? What about this project makes the forest particularly important to conserve in this round versus a future round such as the property is or will be actively placed on the market for sale, lack of legacy planning or other family dynamics, or developers have expressed written interest in the property and relevant infrastructure is nearby?

Section 4: Stewardship: This considers the organization's focus on forest conservation and climate resilience (as a conservation strategy and organizational priority) and the organization's capacity to carry out such strategies and priorities and to manage and steward the property in perpetuity.

- Does the applicant have capacity, expertise and/or partnerships commensurate to the proposed project? If applicable, does the applicant have sufficient organizational capacity and expertise to work with the landowner to manage and steward the property, including restoration projects, invasive species removals, providing technical assistance, etc.?
- Has the applicant substantiated that its stewardship and defense funding for the proposed project is sufficient? How likely is the applicant to have secured such stewardship resources at the time of closing?

- Does the organization have a track record and/or stated key organizational focus (mission, strategic plan, etc.) of prioritizing forest protection and climate resilience? Does the project specifically advance such goals? If this project could catalyze additional climate resilient projects, does the applicant indicate an intention or plan to undertake such additional work?

Section 5: Community Benefits: This considers the project's benefits to communities including climate resilience related community benefits.

- Does the project directly build community resilience to climate impacts or will it help the community adapt to a changing climate? Examples could include but are not limited to: securing or strengthening community access to water; protecting cold water streams and water quality; decreasing risk from and/or enhancing resilience to flooding, wildfire or other hazards; and bolstering sustainable, local economic activities.
- Does the project provide opportunities for public or landowner engagement around issues of forest stewardship or climate resilience? Does the applicant indicate an intention or plan to undertake such engagement?
- Does the project entail meaningful collaboration with local communities? Have they been engaged in the project's conception, design and/or intended outcomes? Have they invested time, money or other resources?

Section 6: Reasonableness of Cost: This considers the cost effectiveness of the conservation easement and transaction expenses.

- Does the applicant demonstrate value for the conservation easement as it applies to protection from development within the context of the local real estate market and the unique aspects of the property? Does the applicant discuss the sale price and the estimate for the conservation easement acquisition; what is included and any standout features? Any seller concession on price should be noted.
- Does the applicant discuss the non-land acquisition costs and state what will be contracted (legal, title, insurance, appraisal etc.). Is the project well researched and supported and are expenses appropriate to the scale of the project? Are all acquisition expenses reasonable and has the applicant included details?