

REQUEST FOR PROPOSALS
PURCHASE FROM A CONSERVATION BUYER

Posted: September 25, 2024

The Nature Conservancy of Idaho seeks proposals from interested buyers of a ~504-acre agricultural property in Teton County, Idaho (“Property.”)

***Non-Binding Nature:** This RFP and subsequent proposals submitted by prospective buyers are for discussion purposes only, are not binding on a sale, and may not be relied upon in any manner; no party shall be bound until a Purchase and Sale Agreement has been duly executed and delivered.*

Seller: The Nature Conservancy (“the Conservancy” or “TNC”) is a 501(c)(3) non-profit conservation organization whose mission is “to conserve the lands and waters on which all life depends.” The Conservancy acquired the Property in order to protect a variety of agricultural, conservation, scenic and open space values on the Property. The Conservancy will sell the Property subject to a conservation easement to ensure that those values remain permanently protected.

Buyer: Prospective buyers (“Buyers”) must be a “Qualified Farmer or Rancher”, as defined by federal regulations. See the relevant section below for details. Prospective buyers must be willing to acquire the Property subject to a conservation easement that will permanently protect the conservation and agricultural values associated with the Property. See Conservation Values section for details.

Property Interest: Fee interest in one parcel encumbered by a conservation easement, containing approximately 503.93 acres, more or less, as depicted on map attached as Exhibit A.

Price: TNC must receive no less than the fair market value (FMV) at the time of sale. The most current estimate of the FMV of the property as encumbered is \$950,000. FMV may change based on the final terms of the reserved conservation easement, and future additional appraisals are likely to be necessary.

Timeline: Bids will be accepted for a minimum 30 days and until an acceptable proposal is received.

Property Overview: The Property is a ~504-acre parcel of land located on the West side of Highway 33 at its junction with County Road 2500 North, approximately 2 miles north of the city center of Driggs in Teton County, Idaho. The Property is active pastureland. The sale will include shares in the Grand Teton Canal Company sufficient to support continued production.

The Property will be encumbered by a Conservation Easement upon sale. The easement will restrict the use of the site to agricultural and recreational uses, protect the agricultural and conservation values against impairment, will be held the Nature Conservancy or another qualified holder in perpetuity. The easement will allow for one building envelope. All subsequent division or subdivision of the site will be prohibited by the Conservation Easement.

Agricultural Infrastructure: The sale of the property will include all fences and irrigation control structures.

Access: Access to the Property is primarily from and along County Road North 1000 West.

Water: The Property includes a number of shares in the Grand Teton Canal Company sufficient for continued irrigation and agricultural production. Surface water is delivered through the Grand Teton Canal Company system, with laterals located through the property and adjacent to the property.

Sale to Include: All land, structures, irrigation infrastructure, leases, canal company shares and water rights. Sale is on an “AS IS, WHERE IS” basis.

Conservation Easement: The Property will be sold or traded to a Buyer subject to a permanent conservation easement intended to protect and preserve the Property’s agricultural values, habitat for fish and wildlife, open space, and scenic values. Basic terms of the conservation easement will include:

- Development limited to one (1) building envelope;
- No subdivision;
- Protection of agricultural and conservation values against impairment;
- Noxious weed control;
- Adherence to a Grazing Management Plan that includes practices intended to protect conservation values and soil health;
- Limitations on non-agricultural commercial operations;
- Wildlife-friendly fencing specifications;
- The Conservancy’s right to access the Property to monitor the ecological condition of the property and compliance with the easement’s terms.
- The Conservancy’s right to enforce the conservation easement terms.

Proposals from prospective buyers should indicate whether these restrictions are acceptable or provide acceptable alternatives, recognizing that specific conservation easement language addressing these restrictions may be crafted in further negotiations.

Qualified Farmer or Rancher: The buyer may be an individual, entity, or Indian Tribe, but must be a “Qualified Farmer or Rancher”, as set forth in National Instruction 300-308.4B(3). Evidence that the buyer is so qualified may include:

- A Schedule F to IRS Form 1040 filed for one of the three most recent full tax years;
- Certification that the Buyer has been determined by FSA to be ‘actively engaged in farming’ for one of the two most recent years based on their Farm Operating Plan submitted on the appropriate CCC-902; or
- Certification that the Buyer currently is a beginning farmer or rancher as determined by FSA.

The requirement that the Buyer be a Qualified Farmer or Rancher will only be applicable to the first sale of the Property from The Nature Conservancy - subsequent transfers from Buyer have no such restriction.

Additional Evaluation Criteria for Proposals: The Nature Conservancy will give special consideration to proposals from prospective buyers that address the following priorities and issues or include other habitat conservation proposals for Teton East or additional properties:

- Experience implementing conservation objectives on other land holdings, such as wildlife habitat or soil health enhancements, stream/riparian protections, native plant restoration, wetland enhancements or similar kinds of projects.
- Experience managing water resources as to minimize diversions and use. Measures may include improvements to production management practices, measurement and monitoring of irrigation, and infrastructure improvements.
- Ability to offer conservation easements or other measures on other property the buyer may own. Other measures may include land trades, river corridor protections, water conservation measures or water right transactions.
- Owner of a property that is already under conservation easement.
- Conversion of agricultural land to restored native vegetation (Conservation Reserve Program or similar).
- History of land ownership and/or management in the Teton Valley region, in particular, an understanding of the ecology of this landscape and well-developed relationships within the local community.
- Application of improved water management practices. Specifically, irrigation practices that might be employed to enhance water flows during drought conditions – such as dry year lease options or “agreements not to divert” with the State of Idaho.
- NRCS defined socially disadvantaged, beginning and limited resources farmer rancher, and veteran farmers.
- Special family history or compelling social story.

General Sale Terms: Terms are negotiable. Proposals from prospective buyers should address each of these terms, recognizing further negotiations will be required.

- Cash at closing.
- Earnest money deposit within 10 days of signing a Purchase and Sale Agreement.

- Closing contingent upon completion of Conservation Easement Deed.
- The Conservancy will provide standard coverage title insurance, closing fees will be split equally and other costs will be paid according to the custom within Teton County, Idaho.
- Prior to a proposal being accepted, Buyer will be required to complete a conflict-of-interest disclosure form and any potential conflict of interest with the Conservancy may be grounds for the Conservancy declining an offer.

Process: The Conservancy will accept proposals for a minimum of 30 days starting September 25, 2024. The Conservancy will review all proposals and consider a variety of criteria including sale terms and permanent conservation outcomes in deciding which offers to further consider. The Conservancy reserves the right to reject any proposal for purchase of the Property in its sole and absolute discretion, including any proposal that meets the terms and conditions of purchase stated in this proposal. The final sale terms must be documented in a form of Purchase and Sale Agreement to be provided by the Conservancy.

For more information, please contact:

Mallory Spika
Operations Manager
The Nature Conservancy
P.O. Box 2770
Hailey, ID 83333
208/788-8988
mallory.spika@tnc.org

Exhibit A – Property Boundary and Location

