

United States Department of Agriculture



Helping People Help the Land

Natural Resources Conservation Service

3001 Coolidge Road, Suite 250

East Lansing, MI 48823

T (517) 324-5270/ F (517) 324-5171/ www.mi.nrcs.usda.gov

Fiscal Year 2012

Re: Wetlands Reserve Program (WRP) Application

Dear Landowner:

Thank you for your interest in the Wetlands Reserve Program (WRP). To assist you through the application process, we would like to ensure you have all the necessary information about WRP during this initial application phase. Enclosed are sample copies of the forms used to convey a WRP conservation easement; please review these forms at this time.

- A. Agreement for the Purchase of a Conservation Easement. The landowner and NRCS must sign this document (after the project has been accepted for funding) before NRCS will proceed with incurring costs associated with closing on the easement. This is the NRCS obligating document for easement acquisition funds.
- B. The Warranty Easement Deed is the legal document used to grant and convey to NRCS an easement, which includes rights of access to the easement area, rights the landowner retains, and easement prohibitions. Changes to the Warranty Easement Deed are not permitted. However, exhibits may be added for special requirements that warrant individual reference. At closing, the Warranty Easement Deed will be recorded with the property deed.
- C. The Subordination Agreement and the Limited Lien Waiver is used to subordinate mortgages and obtain limited lien waivers, when applicable, to the United States for the duration of the easement. It is recommended that you review this document with your mortgage holder, or others that have a security interest in the land, during the application phase to ensure their willingness to sign.
- D. The Landowner Questionnaire is an interview form that will be used to review land and landowner eligibility criteria.

As part of the application process, NRCS must ensure that both the landowners and the land are eligible for the program. Eligibility determinations and payments for WRP are based on actual land ownership configuration, not on operators of the land. Enclosed is a checklist of items needed to process your application. Please provide the information on the enclosed list and work with the local NRCS and Farm Service Agency (FSA) office to ensure your eligibility records are established. The forms shown on this checklist are enclosed for your reference and use. If you do not meet certain eligibility requirements, such as the 7-year ownership or adjusted gross income requirements, you may be eligible for a waiver. Contact your local NRCS office for additional information on waiver requests.

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

Please be aware that it is the landowner's responsibility to provide clear title and written, recordable access rights to the proposed easement. If the proposed easement area is only accessible by crossing a third party's property, you must obtain unrestricted recorded access from the third party.

Land enrolled in WRP is ineligible for any other USDA program payment for the life of the easement. Any existing cropland base and allotment history for enrolled acres will be permanently retired at the time the easement is recorded. We recommend that you and your lessee (if applicable) contact your local FSA and NRCS field office to determine how enrollment in WRP will impact your other program benefits.

Please contact your local District Conservationist if you have any questions.

Sincerely,



BECKY OTTO
WRP Coordinator
Natural Resources Conservation Service

Enclosures

- A. Form NRCS-LTP-31, "Agreement for the Purchase of Conservation Easement"
- B. Form NRCS-LTP-30, "Warranty Easement Deed in Perpetuity"
- C. Mortgage/Security Subordination Agreement
- D. Landowner Questionnaire
- E. Landowner Application Checklist
- F. Form NRCS-CPA-1200, "Conservation Program Application"
- G. Form AD-1026, "Highly Erodible Land and Wetland Conservation Certification"
- H. Form CCC-931, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information"
- I. Form CCC-901, "Member's Information"

Agreement Number: _____
(NRCS Use)

AGREEMENT FOR THE PURCHASE OF CONSERVATION EASEMENT

THIS AGREEMENT is made by and between _____ (“Landowner”),
and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture (“United States”), on behalf of the Commodity Credit Corporation (“CCC”). Landowner and the United States are collectively referred to as “the Parties.” The Natural Resources Conservation Service (“NRCS”) is the administering agency on behalf of the United States.

For and in consideration of _____ Dollars (\$ _____) payable by the United States to the Landowner, Landowner agrees to sell to the United States a conservation easement on lands and interests (“Property”) in accordance with the following terms and conditions:

I. Purpose.

Landowner agrees that by signing this Agreement, the Landowner is enrolling the Property in the Wetlands Reserve Program (“WRP”), 16 USC 3837, and agrees to the restoration and maintenance of the Property for the duration of the WRP easement in accordance with the Warranty Easement Deed, appended hereto as Exhibit 1. NRCS will assist landowners in restoring and protecting the wetland functions and values of their properties through the development of a Wetlands Reserve Program of Operations (“WRPO”) by NRCS.

II. Property Description.

The Property is comprised of _____ acres, more or less, and is more fully depicted or described in Exhibit 2, appended hereto.

TOGETHER, with an associated right-of-way, water uses, water rights, minerals, oil, gas, and geothermal resources depicted on Exhibit 3, appended hereto.

III. Purchase Price.

The purchase price is based on the value of the Property per acre multiplied by the number of acres. The Parties agree to adjust the purchase price to conform to the final acreage as determined by a survey procured by NRCS, unless otherwise mutually agreed to by the Parties. Any adjustment of purchase price or acreage will be incorporated in the Warranty Easement Deed, and by its execution, at closing, shall constitute the Parties’ agreement to the adjustment.

NRCS will make a single payment unless Landowner requests _____ annual installment payments. After the first installment payment, subsequent installment payments will be made in the month of October. Payment will be made by the United States using Electronic Fund Transfers (EFT).

IV. Terms of Easement.

Landowner agrees to convey the conservation easement using the Warranty Easement Deed provided by NRCS. The period of the WRP conservation easement is: (Landowner choose a term and initial below)

in perpetuity. _____

for a term of 30 years. _____

V. Restoration Rights of the United States.

A. By signing this Agreement, the Landowner agrees that NRCS will have the right to implement the WRPO on the Property upon execution of the Warranty Easement Deed. The Landowner authorizes NRCS to provide cost share assistance either directly to the Landowner or through another entity that assists with implementation of the WRPO, as determined by NRCS. These agreements and authorizations shall not merge with, but shall survive the execution and recordation of the Warranty Easement Deed to be executed pursuant to this Agreement.

B. For non-permanent easements, NRCS will not cost-share more than 75 percent of the total restoration cost; therefore, the Landowner must choose the method through which NRCS will provide restoration cost-share assistance. Landowners choosing a federal contract agree that NRCS will withhold an amount equivalent to 25 percent of the projected restoration cost-share from the easement payment in order to carry out the restoration on the Property in accordance with the WRPO. (Landowner choose a method and initial below)

Method: Federal Contract _____

Landowner or Partner Agreement _____

VI. Risk of Loss & Liabilities.

A. The risk of loss or damage to the Property occurring prior to the vesting of satisfactory title in the United States shall be borne by the Landowner. In the event of such loss or damage, NRCS may, at its discretion and without liability, withdraw from the transaction and terminate the Agreement.

B. In the event of loss or damage to the Property, the Parties may mutually agree to adjust the purchase price and proceed with the transaction based upon an acceptable WRP valuation methodology.

VII. Title.

A. The United States shall, at its cost, secure evidence of title satisfactory to the Attorney General of the United States, 40 USC 3111.

B. Prior to closing, the title to the Property shall be approved by the Department of Agriculture, Office of the General Counsel, in conformity with the title standards and regulations of the Attorney General of the United States.

C. Prior to closing, any encumbrance, exception or other cloud on title including encroachments shall be eliminated and quieted, unless deemed administratively acceptable by NRCS pursuant to instructions given by the Office of the General Counsel.

D. Landowner represents and warrants that Landowner has full right, power, and authority to convey; that there is no condemnation or similar proceedings affecting any part of the Property and no proceedings shall be pending on the Closing Date; and that Landowner is not subject to any commitment, obligation, or agreement, including but not limited to, any rights of first refusal or option to purchase, granted to a third party, which would or could prevent Landowner from completing the sale of the Property contemplated by this Contract.

E. Landowner agrees to pay at closing any taxes that are due or delinquent owing against the Property.

VIII. Closing.

A. NRCS has _____ months (not to exceed 12 months) from the date the designated NRCS official executes this Agreement to close on the conservation easement unless the Parties mutually agree to extend this Agreement prior to its expiration.

B. NRCS will select a closing company or closing agent and pay all normal costs of closing.

IX. Conveyance Instruments.

A. Landowner shall execute and deliver at closing a Warranty Easement Deed conveying a conservation easement on the Property to the United States of America.

B. Landowner shall deliver, without cost to the United States, any other documents that may be required to convey good and merchantable title, including trust instruments, powers of attorney, corporate resolutions, and similar instruments.

C. The deed or deeds of conveyance shall be prepared by NRCS in consultation with the Office of the General Counsel.

X. General Provisions.

A. Landowner agrees that officers and authorized agents of the United States shall have at all reasonable times the right to enter upon the Property for any purpose related to purchasing the conservation easement, including inspection of the Property and the resources upon them, restoration planning, survey, and other due diligence work related to real property acquisition.

B. Landowner agrees not to do or authorize others to do any act by which the value or title to the Property may be diminished or encumbered, or the Property devalued, including the extraction of resources or materials (for example, oil, gas, minerals, timber), the manipulation of topography, or the release of hazardous materials or substances.

C. Except for reasons beyond the control of the Landowner, as determined by NRCS, if the Landowner fails to convey the easement, the Landowner will be in default and shall pay the United States the amount of costs incurred by the United States for survey and all other actions taken in furtherance of this Agreement.

D. NRCS may, at its discretion and without liability, terminate this agreement at any time due to the lack of availability of funds, inability to clear title, state of the land, risk of hazardous substance contamination, or other reason.

E. The Parties agree that this Agreement shall not be assigned in whole or in part, except that Landowner may, assign this Agreement to purchase Conservation Easement to a qualified intermediary if he /she elects to conduct a like-kind exchange in accordance with Internal Revenue Code Section 1031. As part of the like-kind exchange, the subject property will be conveyed to the United States and the United States will make payment in accordance with the purchase agreement, assignment, and closing instructions. The United States makes no assurances that this transaction will qualify as a like-kind exchange in accordance with Internal Revenue Code Section 1031. Further, the Parties agree that no Member of Delegate to Congress or Resident Commissioner shall be a party to any share or part of this Agreement.

F. All covenants, warranties and representations made by Landowner shall survive this Agreement.

G. Irrespective of any violations by the Landowner of the terms of the conservation easement, the conservation easement survives and runs with the land for its duration.

H. If NRCS requires a closing or escrow agent to perfect this transaction, the Landowner hereby agrees that the payment may be disbursed into an escrow account administered by the closing company, escrow agent or authorized person selected by NRCS for completion of the transaction between NRCS and the Landowner.

I. Landowner understands the program requirement that any existing cropland base on the enrolled acres must be permanently retired at the time of easement closing. The landowner understands that it is their responsibility to contact the Farm Service Agency (FSA) to obtain and execute any documents necessary to transfer or retire base acres from the enrolled land prior to the closing of the easement. Upon closing and recording the easement, NRCS will provide

written notification of easement recording to FSA, at which time any base acres remaining on the easement acres will be permanently retired.

J. Landowner understands that they are responsible to contact FSA to determine impacts to commodity payments that may result from easement closing and recording.

K. Landowner acknowledges that NRCS may provide a copy of this Agreement to the Farm Service Agency (FSA) at the time it is executed for the purpose of allowing FSA to track WRP enrollments to ensure the county cropland enrollment limits are not exceeded. Execution of this Agreement alone does not authorize the permanent retirement of base acres or commodity payment refund collection.

Landowner has hereunto signed on this _____ Day of _____, 2011.

Landowner(s): _____

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2011.

Notary Public

Acting in the County of: _____
My Commission Expires: _____

[NOTARIAL SEAL]

The Secretary of the Department of Agriculture, acting and through his/her authorized representative has executed this Contract on behalf of the United States of America on this _____ Day of _____, 20____.

THE UNITED STATES OF AMERICA

BY: _____

Funds are authorized by Budget and Finance.

State Budget Officer

Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM EASEMENT

NO. _____

THIS WARRANTY EASEMENT DEED is made by and between _____ of _____ (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of _____ Dollars (\$ _____), the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA** and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind

the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Developed recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, diking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or levees, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake the actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State or local laws, including all Environmental Laws.

SAMPLE

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this _____ day of _____, 2_____.

Landowner(s): _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2_____, before me, the undersigned, a Notary Public in and for said State personally appeared _____ who know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of _____

Residing at _____

My Commission

Expires _____

ACCEPTANCE BY GRANTEE:

I _____ (name), _____ (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this _____ day of _____, 2_____.

Signature

Title

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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SAMPLE

MORTGAGE / SECURITY SUBORDINATION AGREEMENT

WETLAND RESERVE PROGRAM

Name:

Address:

Address:

Contract No:

SAMPLE

Drafted By:

Return to:
Becky Otto
Natural Resources Conservation Service
3001 Coolidge Road, Suite 250
East Lansing, MI 48823

WETLANDS RESERVE PROGRAM

MORTGAGE/SECURITY SUBORDINATION AGREEMENT AND LIEN WAIVER

Name:
Contract No.:

This Subordination Agreement and Lien Waiver effective _____,
is signed by _____, an authorized official of

("Subordinated Party") who hereby grants, to the extent specified in Part II of this document, the following Mortgage Subordination and Lien Waiver to the United States of America by and through the Natural Resources Conservation Service (NRCS). The property described below is encumbered with a Wetlands Reserve Program (WRP) Reserved Interest Conservation Easement which includes a grant to the United States of America a right of access to the easement area.

The easement area is located in the County of _____, Township of _____, State of _____ and is identified as follows:

Easement Area. The property encumbered by the Wetlands Reserve Program (WRP) Easement is described as follows:

See Easement Area description attached hereto and made a part hereof as Exhibit "A".

PART I - GENERAL TERMS

- A. Authority. This Subordination and Limited Lien Waiver is acquired by NRCS under the authority of Title X of the Food Security Act of 1985, as amended (16 U.S.C. 3837)
- B. Purposes. This Subordination and Limited Lien Waiver is required by NRCS in connection with the United States acquisition of a wetland conservation easement over the property described above to ensure that the easement area is maintained to promote wetland functions and values. This transaction is subject to WRP Contract Number, NRCS # _____.

C. Duration of Easement and This Subordination and Lien Waiver.

The easement and subordination agreement and lien waiver shall continue in perpetuity.

D. Mortgage(s) Assignments and Financing Statements Subordinated Hereby. This Subordination and Limited Lien Waiver is applicable to the following mortgage executed originally by _____;

1. Mortgage dated _____, recorded _____
in Liber _____ Page(s) _____, County of _____,
State of Michigan.
2. Mortgage dated _____, recorded _____
In Liber _____, Page(s) _____, County of _____,
_____, State of Michigan.

PART II – Subordination and Lien Waiver

The “Subordinating Party” (1) subordinates its interest in the property described herein to the easement of the United States for the same property which is conveyed to the United States of America in the WRP easement; (2) acknowledges that the farm which contains the easement area is burdened by the right of access granted to the United States Of America in the easement and the Subordinating Party further agrees that the right of access granted by the easement in favor of the United States of America shall be superior to any rights of the Subordinating Party and its heirs, assigns, and successors; (3) subordinates its interest in the easement area to the purposes of the WRP, the easement practices described in the WRP Easement; (4) agrees that NRCS may make payments in connection with the WRP contract without regard to any lien or claim that the Subordinating Party may have with respect to any person with an interest in the easement area, unless an assignment of such payment has been made to the Subordinating Party on a form approved by the NRCS which form is to be attached hereto as Exhibit B; and (5) acknowledges, states, reaffirms, and confirms that it is the holder or successor in interest to the original holders of record of each of the mortgages, liens, financing statements and encumbrances identified in Part I, Subpart D, above.

This Subordination and Waiver: (1) binds the Subordinating Party and its heirs, assigns, and successors with respect to the interests that the Subordinating Party and such other persons have, or may have, in the property or against any person having an interest in the property; and (2) inures in favor of the United States, the NRCS and NRCS’ assigns and/or successors of any kind.

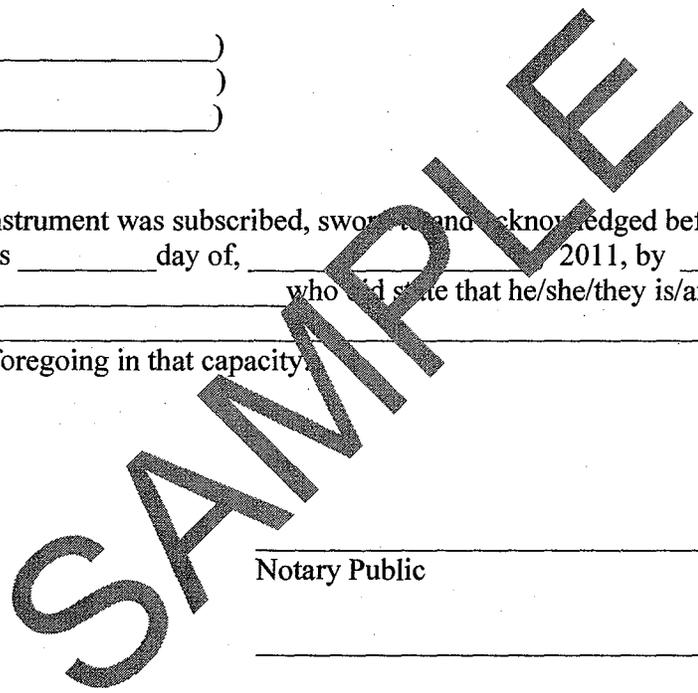
Signature of Authorized Representative Date Title

Signature of Authorized Representative Date Title

Acknowledgment

COUNTY OF _____)
STATE OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me a notary public this _____ day of, _____ 2011, by _____ who did state that he/she/they is/are authorized officials of _____ and did execute the foregoing in that capacity.



Notary Public

_____ County

Acting in _____ County

(NOTARY SEAL)

My Commission Expires: _____

EXHIBIT A WILL BE A COPY OF THE LEGAL
DESCRIPTION FROM COMPLETED SURVEY.

SAMPLE

EXHIBIT B

NOTE: IF YOU, AS THE AUTHORIZED OFFICIAL FOR THE MORTGAGE SECURITY SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER CHOOSE TO HAVE THE PAYMENT ASSIGNED TO THE LENDING INSTITUTION, PLEASE PROVIDE A STATEMENT ON COMPANY LETTERHEAD STATING THE TERMS OF PAYMENT.

SAMPLE

**WETLAND RESERVE PROGRAM (WRP)
LANDOWNER QUESTIONNAIRE**

(This questionnaire must be completed by the landowner at the time of application.)

Landowner Name: _____ Spouse Name: _____
 (primary contact) _____ (if married) _____
 Landowner SSN or TIN: _____ Spouse SSN: _____
 Mailing Address: _____ E-mail Address: _____
 _____ Phone Number: _____

DUNS: _____
 (entities only): _____ County : _____

	YES	NO
1) Has the land been owned for less than 7 years? (if YES, site is not eligible without STC waiver.)		
2) Are there any co-owners other than the spouse? (List the names on the next page. Provide copy of deed.)		
3) Are there any tenants living on the property? If YES, is there a lease? Yes <input type="checkbox"/> No <input type="checkbox"/> ; Name of tenant: _____ Provide a copy of the lease.		
4) Is there a power of attorney in place? (if YES, provide copy.)		
5) Are there any landfills, dumps, trash piles, or scrap yards on or near the land you are offering?		
6) Are there any sewage lagoons, wastewater treatment facilities or livestock operations on or within 1,300 feet of the land you are offering?		
7) Are there any oil or gas wells/pipelines on or near the land you are offering?		
8) Are there any chemical storage or loading facilities on or nearby the land you are offering?		
9) Are there any Utility Right-of-Ways (ROWs) on the land you are offering?		
10) Are there any County Drain Easements on the land you are offering?		
11) Are there any service stations or factories on or nearby the land you are offering?		
12) Do others have an interest in the minerals?		
13) Is the land enrolled in the P.A. 116 program?		
14) Are there any existing easements or leases on the property?		
15) Are there any buildings or structures located on the land you are offering?		
16) Do you have legal unobstructed access to the land you are offering for enrollment? (Route should be a minimum of 16 feet wide and provide access for vehicles and equipment.)		
17) Are there any mortgages, liens or other encumbrances on the land you are offering for enrollment?		

	YES	NO
18) If there is a mortgage or lien on the property, the mortgage company or lien holder must be willing to subordinate or partially release their interest. Have you contacted your mortgage company/lien holder regarding a subordination or release? Provide name of mortgage company or lien holder below.		
19) Is there a land contract currently encumbering the land you are offering for enrollment?		
20) Is the property you are offering for enrollment owned by a corporation, partnership, LLC, estate, or trust? If so, please provide articles of organization or operation, corporation resolution, trust agreement or partnership agreement showing signatory authority.		
21) Do you have a seasonal address that is different from the one listed on your application? If so, please provide your seasonal mailing address below and indicate the months it should be used.		
22) Was the property previously surveyed? If so, please provide a copy of the survey.		
23) Has the landowner completed and submitted SF1199A, Direct Deposit Sign-up Form?		
24) Will the WRP easement create any land parcel with blocked access? (Land locked. Also consider future parcel sales.)		
25) Are there any known cultural resource sites within the proposed easement area? (old foundation, cemetery, etc.)		
26) Do you desire any excluded parcels that will require private access be maintained?		
27) Are there CRP-funded tree stands on the proposed easement area?		

If you answered YES to questions 2, 5-12, 14, 15, 18, 19, 21, or 25 above please explain below:

- 2. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 14. _____
- 15. _____
- 18. _____
- 19. _____
- 21. _____
- 25. _____

Signature: _____ Date: _____

Signature: _____ Date: _____



WETLANDS RESERVE PROGRAM (WRP)

CHECKLIST OF INFORMATION TO BE PROVIDED BY LANDOWNER UPON APPLICATION

	ITEM NAME	FORM NUMBER OR EXAMPLE DOCUMENTS	PROVIDE TO
	Conservation Program Application	Form NRCS-CPA-1200	NRCS
	Evidence of Ownership	Warranty Deed, Grant Deed, Quit-Claim Deed	NRCS
TO BE PROVIDED BY ALL INDIVIDUALS AND ENTITIES LISTED ON THE DEED			
	Highly Erodible Land and Wetland Conservation Certification	Form AD-1026	FSA
	Average Adjusted Gross Income (AGI) certification and Consent to Disclosure of Tax Information	Form CCC-931	FSA
	Evidence of Signature Authority	Corporation charter, bylaws, trust agreement, articles of partnership, power of attorney, or other legal documents clearly designating who has signature authority for the legal entity or authority to act on behalf of other individuals	NRCS
TO BE PROVIDED IF OWNERSHIP INCLUDES A LEGAL ENTITY			
	Member's Information	Form CCC-901	FSA
	Proof entity is a legal and valid entity in State where land is located	Certificate of good standing from secretary of State	NRCS

CONSERVATION PROGRAM APPLICATION

Name:	Application Number: AGENCY USE
Address:	Application Date:
	County and State:
Telephone:	Watershed: AGENCY USE
	Subaccount: AGENCY USE
Location (Legal Description, or Farm and Tract Number:	

(Please note that not all questions apply to all Programs)

1. This is an application to participate in the:

<input type="checkbox"/> Agricultural Management Assistance (AMA)	<input type="checkbox"/> Environmental Quality Incentives Program (EQIP)
<input type="checkbox"/> Conservation Security Program (CSP)	<input type="checkbox"/> Wildlife Habitat Incentives Program (WHIP)
<input type="checkbox"/> Grassland Reserve Program (GRP)	<input type="checkbox"/> Healthy Forest Reserve Program (HFRP)
<input type="checkbox"/> Wetland Reserve Program (WRP)	

2. Yes No Do you have farm records established with the appropriate USDA Service Center Agency?

If no, you must establish them with the appropriate USDA Service Center Agency prior to submitting this application.

3. Are you applying to participate in a conservation program as an (check one of the following):

Individual

a) Please enter your legal name and tax identification number:

Name: _____ **Tax Number:** _____

Entity (Corporation, Limited Partnership, Trust, Estate, etc.)

a) Please enter entity legal name and tax identification number:

Name: _____ **Tax Number:** _____

b) **Yes** **No** Do you have appropriate documents including proof to sign for the entity?

Joint Operation (General Partnership, Joint Venture)

a) Please enter joint operation legal name and tax identification number:

Name: _____ **Tax Number:** _____

b) **Yes** **No** Do you have appropriate documents including proof to sign for the joint operation?

4. **A Dun & Bradstreet Data Universal Numbering System (DUNS) number is necessary for federal grants or contracts equal to or more than \$25,000. If you do not have a number information is available at <http://fedgov.dnb.com/webform/displayHomePage.do>**

DUNS Number: [REDACTED]

5. **Is the land being offered for enrollment used for crop or livestock production?**

Crop Production Crop Type: [REDACTED]
 Livestock Production Livestock Type: [REDACTED]

6. **The land offered under this application is (check all that apply):**

Private Land
 Public Land (Federal, State, or Local Government)
 Tribal, Allotted, Ceded, or Indian Land

7. **Certification of control of the land offered under the application:**

Deed or other evidence of land ownership
 Written lease agreement
Years of control are [REDACTED] through [REDACTED]
 Other agreement or legal conveyance (describe): [REDACTED]
Years of control are [REDACTED] through [REDACTED]

8. Yes No **Is the land offered under this application enrolled in any other conservation program?**

Program, Year, Tracts, Fields: [REDACTED]

9. **Are you either a Limited Resource Farmer or Rancher or a Beginning Farmer or Rancher?**

Limited Resource Farmer
 Beginning Farmer or Rancher

If you wish to apply in either of these categories, you must complete certification requirements. For more information please go to this website: <http://www.lrftool.sc.egov.usda.gov/>.

All participants that certify eligibility as a Limited Resource Farmer or Rancher or Beginning Farmer will provide all records necessary to justify their claim as requested by a Natural Resources Conservation Service (NRCS), representative. It is the responsibility of the participant to provide accurate data to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

10. Yes No **If applying for the EQIP and if the application includes irrigation practices, has the land been irrigated at least 2 of the last 5 years?**

11. Yes No **If applying for the EQIP, are you engaged in livestock or agricultural production, and have you produced at least \$1000 of agricultural products in a year? (Forest agricultural producers may select yes as they are exempt from the \$1,000 requirement)**

On the farm(s) identified above, the Applicant agrees to participate in the identified program if the offer is accepted by the NRCS. The undersigned person shall hereafter be referred to as the "Participant." The participant understands that starting a practice prior to contract approval causes the practice to be ineligible for program financial assistance. The participant will obtain the landowner's signature on the contract or provide written authorization to install structural practices.

The Participant agrees not to start any financially assisted practice or activity or engage the reimbursable services of a certified Technical Service Provider before a Contract is executed by Commodity Credit Corporation (CCC). The Participant may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist.

All participants that certify eligibility as a Limited Resource Farmer or Rancher or Beginning Farmer will provide all records necessary to justify their claim as requested by a NRCS representative. It is the responsibility of the participant to provide accurate data to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

The Participant acknowledges that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for entities and joint operations are on file with the appropriate USDA Service Center Agency.

12. Yes No I have received a copy of the program appendix where appendix is applicable.

Applicant Signature	Date
----------------------------	-------------

Public Burden Statement

In accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). This information is used to track contract or agreement progress. The authority for requesting the following information is 7 CFR 630 (Long Term Contracting); 7 CFR 1410 (CRP); 7 CFR 631 and 702 (IEQIP); 7 CFR 636 (WHIP); 7 CFR 622 (WPFPP); 7 CFR 1465 (AMA); 7 CFR 1469 (CSP); 7 CFR 625 (HFR); 7 CFR 1494 (FRPP); and 7 CFR 1467 (WRP). Furnishing information is voluntary and will be confidential; however, it is necessary in order to receive assistance.

Appendix to Form AD-1026 Highly Erodible Land Conservation (HELIC) and Wetland Conservation (WC) Certification

The following conditions of eligibility are required for persons to receive any USDA loans or other program benefits that are subject to highly erodible land and wetland conservation provisions, unless an exemption has been granted by USDA.

By signing Form AD-1026, Item 12, the producer certifies receipt of this form, and unless an exemption has been granted by USDA, agrees to the following on any farms in which such person has an interest:

A	NOT to plant or produce an agricultural commodity on highly erodible fields unless actively applying an approved conservation plan or maintaining a fully applied conservation system.
B	NOT to plant or produce an agricultural commodity on wetlands converted after December 23, 1985.
C	NOT to convert wetlands by draining, dredging, filling, leveling, landclearing or any other means that would allow the planting of any crop, pasture, agricultural commodity, or other such crops.
D	NOT to use proceeds from any FSA farm loan, insured or guaranteed, or any USDA cost-share program, in such a way that might result in negative impacts to wetlands, except for those projects evaluated and approved by NRCS.

NOTE: Signature on Form AD-1026 gives representatives of USDA authorization to enter upon and inspect all farms in which the producer has an interest for the purpose of confirming the above statements.

Any questions concerning the requirements of the Food Security Act of 1985, as amended, shall be directed to your County FSA Office personnel before signing AD-1026 in Item 12.

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information to be supplied on this form is the Food Security Act of 1985, Pub. L. 99-198, and regulations promulgated under the Act (7 CFR Part 12). The information will be used to determine eligibility for program benefits and other financial assistance administered by USDA agencies. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court magistrate or administrative tribunal. Furnishing the Social Security Number is voluntary. Furnishing the other requested information is voluntary; however, failure to furnish to correct, complete information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA agencies. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided by the producer on this form.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0185. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE (address printed in Item 6 of AD-1026A).**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

HIGHLY ERODIBLE LAND CONSERVATION (HEL) AND WETLAND CONSERVATION (WC) CERTIFICATION

(See Page 3 for Nondiscrimination, Public Burden and Privacy Act Statements).

1. Name of Producer _____	2. I.D. Number (Last 4 digits only) _____	3. Crop Year _____
4. Do you have any interest in land that produces or could produce an agricultural commodity? <i>If "YES", or, if you are a Farm Loan Applicant continue with Item 5. If "NO", and you are not a farm loan applicant, go to Item 12 and sign and date.</i>	YES	NO
5. <i>For farm loan applicants only:</i> Will you conduct any activities for fish production, trees, vineyards, shrubs, building construction, or other non-agricultural purposes on lands for which a wetland determination has not been completed by NRCS?		
6. Are you a landlord or tenant on any farm that will not be in compliance with HELC and WC provisions? <i>If "YES", enter the farm number or contact your County FSA Office before completing this form. Farm Number: _____ (Contact your county FSA office if you are unsure of the HEL or wetland determinations applicable to your farming interests.)</i>		
7. Do any of your landlords refuse to comply with HELC requirements on any farms? <i>If "YES", enter the farm number or contact your County FSA Office before completing this form. Farm Number: _____</i>		
8. List affiliated persons with farming interests. <i>See Page 3 for an explanation. Enter "NONE", if applicable.</i>		
9. During the crop year entered in Item 3 above, or the term of a requested USDA loan, did you or will you plant and produce an agricultural commodity on land for which a highly erodible determination has not been made?	YES	NO
10. Since December 23, 1985, or during the current crop year, or during the term of a requested USDA loan, has anyone performed, or will anyone perform any activities to:		
A. Create new drainage systems, or conduct land leveling, filling, dredging, land clearing, excavation, or stump removal, that has NOT been evaluated by NRCS? <i>If "YES", indicate year(s): _____</i>		
B. Improve or modify an existing drainage system that has NOT been evaluated by NRCS? <i>If "YES", indicate year(s): _____</i>		
C. Maintain an existing drainage system that has NOT been evaluated by NRCS? <i>If "YES", indicate the year(s): _____</i> <small>Note: Maintenance is the repair, rehabilitation, or replacement of the capacity of existing drainage systems to allow for the continued use of wetlands currently in agricultural production and the continued management of other areas as they were used before December 23, 1985. This allows a person to reconstruct or maintain the capacity of the original system or install a replacement system that is more durable or will realize lower maintenance or costs.</small>		
11. If "YES" to Items 5, 10A and/or 10B or 10C enter the following for the land the answer applies to:		
A. Farm and/or tract/field number: _____		
B. Activity: _____		
C. Current land use (specify crops): _____		
D. County: _____		

A "YES" answer in Items 5, 9 or 10 authorizes FSA to refer this AD-1026 to NRCS. If you check "YES" to Item 10C, NRCS does not have to conduct a certified wetland determination. (Contact your County FSA Office if you are unsure about the answers to Items 5, 9 and 10.)

Continuous AD-1026 Certification:

I have read the AD-1026 Appendix and understand and agree that my eligibility for certain USDA program benefits is contingent upon this certification of compliance with highly erodible land and wetland conservation provisions of the Food Security Act of 1985 as amended, and if a determination is made that results in a violation and ineligibility, I agree to refund all applicable payments.

- I agree to the terms and conditions stated on AD-1026 Appendix on all land in which I have or will have an interest and understand that I am responsible for any non-compliance with these provisions.
- I agree that I will file a revised AD-1026 if there are any changes in my operation or activities that may affect compliance with these provisions.
- I understand that affiliated persons are also subject to compliance with these provisions and their failure to comply or file AD-1026 will result in loss of eligibility to persons or enterprises with whom they are affiliated. (See Page 3 of this form for affiliated persons.)

12. Signature of Producer	<p style="text-align: center;"><i>I hereby certify that the information on this form is true and correct to the best of my knowledge, and I authorize NRCS to make a HEL and/or certified wetland determination on the tract or farm numbers listed above.</i></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Producer's Signature</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Date (MM-DD-YYYY)</p>
13. Referral to NRCS (Completed by FSA) <i>Sign and date if a NRCS determination is needed for any reason including a "YES" answer in Items 5, 9, 10A, 10B, or 10C.</i>	13A. Signature of FSA Representative	13B. Date (MM-DD-YYYY)

ORIGINAL - FSA COPY

NRCS COPY

PRODUCER'S COPY

INSTRUCTIONS FOR ITEM 8 OF AD-1026

The producer requesting benefits on AD-1026 shall attach a list of the applicable affiliated persons with farming interests who are required to file AD-1026. Follow the rules in this table to determine affiliated persons.

<i>IF producer, requesting benefits is a (an) . . .</i>	<i>THEN affiliated persons who must file AD-1026 if they have farming interests are . . .</i>
individual	spouse or minor children with separate farming interests, or who receives benefits under their individual ID number.
NOTE: If the individual filing is a minor child, the father and mother shall be listed as affiliates	estates, trusts, partnerships, and joint ventures in which the individual filing, or the individual's spouse or minor children have an interest.
	corporations in which the individual filing or the individual's spouse or minor children have more than 20% interest.
	corporation with stockholders
general partnership	first level members of the entity.
limited partnership	
limited liability company	
joint venture	
estate	
irrevocable or revocable trust	
Indian tribal venture or group	
State	
Church or other charitable organization	
county	
city	
public schools	
corporation with no stockholders	

KEY TO NRCS DETERMINATIONS IN ITEMS 8 THROUGH 11 LISTED ON AD-1026A

- | | |
|--|--|
| <p>8. HEL = Highly Erodible Land:
 "Y" = NRCS determined highly erodible land.
 "N" = NRCS determined no highly erodible land.
 " " = NRCS has not made a determination.</p> | <p>9. 027 = Approved Conservation Plan (CPA-027):
 "Y" = Tract has an approved conservation plan.
 "N" = Tract does not have an approved conservation plan.
 HEL flag is "Y". Producer has a 2-year grace period after soil survey is available to obtain an approved conservation plan.
 "X" =</p> |
| <p>10. A027 = Applying Conservation Plan:
 "Y" = Producer is actively applying an approved conservation plan or system.
 Producer is NOT actively applying an approved conservation plan or system.
 "N" =</p> | <p>11. W = Wetlands:
 "Y" = NRCS determined wetlands on this tract. (* See footnote.)
 NRCS determined no wetlands on this tract.
 "N" = NRCS has not made wetland determinations on entire tract.
 " " =</p> |

* NRCS has determined a wetland does exist on this tract. Contact your local NRCS office or FSA office for details concerning the location of the wetland and restrictions applying to the land according to NRCS determination before planting an agricultural commodity or performing any drainage or manipulation on this tract.

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information to be supplied on this form is the Food Security Act of 1985, Pub. L. 99-198, and regulations promulgated under the Act (7 CFR Part 12). The information will be used to determine eligibility for program benefits and other financial assistance administered by USDA agencies. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate or administrative tribunal. Furnishing the Social Security Number is voluntary. Furnishing the other requested information is voluntary; however, failure to furnish correct, complete information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA agencies. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided by the producer on this form.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0185. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE (address printed in item 6 of AD-1026A).**

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This form is available electronically.

CCC-931 (09-01-11)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. Return completed form to: (Name and address of FSA county office or USDA Service Center)
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AVERAGE ADJUSTED GROSS INCOME (AGI) CERTIFICATION AND CONSENT TO DISCLOSURE OF TAX INFORMATION

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1400, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et. seq.), and the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits. This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246, Title I, Subtitle F - Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **PLEASE RETURN COMPLETED FORM TO FSA AT THE ABOVE ADDRESS.**

2. Name and Address of Individual or Legal Entity (Including Zip Code)	3. Taxpayer Identification Number (TIN) (Social Security Number for Individual; or Employer Identification Number for Legal Entity)
---	--

(Enter the same name and address as used for the tax return specified in Part B.)

PART A - CERTIFICATION OF AVERAGE ADJUSTED GROSS INCOME

4. PROGRAM YEAR Select the program year for payment eligibility (Check only one).

A. <input type="checkbox"/> 2009 The 3-year period for calculation of the average AGI will be the taxable years of 2007, 2006 and 2005.	C. <input type="checkbox"/> 2011 The 3-year period for calculation of the average AGI will be the taxable years of 2009, 2008 and 2007.
B. <input type="checkbox"/> 2010 The 3-year period for calculation of the average AGI will be the taxable years of 2008, 2007 and 2006.	D. <input type="checkbox"/> 2012 The 3-year period for calculation of the average AGI will be the taxable years of 2010, 2009 and 2008.

5. Of the average adjusted gross income (both farm and nonfarm income) for the year selected in Item 4, was at least 66.66 percent from farming, ranching or forestry operations?

A. <input type="checkbox"/> YES	B. <input type="checkbox"/> NO
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NOTE: If "YES," the Special Rule applies and income from the sale of farm equipment or production inputs and services to farmers, ranchers and foresters has been included as farm income.

Special Rule: If at least 66.66 percent of the average adjusted gross income of the individual or legal entity is derived from farming, ranching and forestry operations, income from the sale of farm, ranch and forestry equipment or production inputs and services to farmers, ranchers, and foresters must be included as farm income.

6. I certify that the average adjusted gross farm income of the individual or legal entity in Item 2 (for the program year selected in Item 4) was:

A. <input type="checkbox"/> Less than (or equal to) \$750,000	B. <input type="checkbox"/> More than \$750,000
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7. I certify that the average adjusted gross nonfarm income of the individual or legal entity in Item 2 (for the program year selected in Item 4) was:

A. <input type="checkbox"/> Less than (or equal to) \$500,000	B. <input type="checkbox"/> More than \$500,000 but less than (or equal to) \$1 million	C. <input type="checkbox"/> More than \$1 million
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PART B - CONSENT TO DISCLOSURE OF TAX INFORMATION

Pursuant to 26 U.S.C. §6103, I hereby authorize the Internal Revenue Service (IRS) to review the following items of "return information" (as defined in 26 U.S.C. §6103(b)(2)) from the returns (as specified below) of the individual or legal entity identified in Item 2 for the taxable years indicated in Item 4:

- | | |
|---|---|
| Form 1040 and 1040NR filers: farm income or loss; adjusted gross income | Form 1120, 1120A, 1120C filers: charitable contributions, taxable income |
| Form 1041 filers: farm income or loss, charitable contributions, income distribution deductions, exemptions, adjusted total income; total income | Form 1120S filers: ordinary business income |
| Form 1065 filers: guaranteed payments to partners, ordinary business income | Form 990T: unrelated business taxable income |

I understand the IRS will review these items of return information in order to perform calculations, the results of which I authorize to be disclosed to officers and employees of the United States Department of Agriculture (USDA) for use in determining the individual's or legal entity's eligibility for specified payments for various commodity and conservation programs. The calculations performed by the IRS use a methodology prescribed by the USDA. In addition, I am aware that the USDA may use the information received for compliance purposes related to this eligibility determination, including referrals to the Department of Justice.

Specially, the IRS will disclose to the USDA the individual's or legal entity's name and TIN, and inform the USDA if, pursuant to its calculations, the average Adjusted Gross Income (AGI) is above or below eligibility requirements as prescribed by the Food, Conservation and Energy Act of 2008. The IRS will also disclose to the USDA the type of return from which the information used for the calculations was obtained.

If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the specified return has not been filed, for any of the taxable years indicated, the IRS may disclose that it was unable to locate a return, or that a return was not filed, for those years, whichever is applicable.

- By signing this form:**
- I acknowledge that I have read and reviewed all definitions and requirements on Page 2 of this form;
 - I certify that all information contained within this certification is true and correct; and is consistent with the tax returns filed with the IRS;
 - I agree to authorize CCC to obtain tax data from the IRS for AGI compliance verification purposes by filing this form;
 - I am aware that if not signed and dated, this form will be returned, which may delay the receipt of program benefits;
 - I am aware that without this consent to disclosure, the returns and return information of the individual or legal entity identified in Item 2 are confidential and are protected by law under the Internal Revenue Code;
 - I certify that I am authorized under applicable state law to execute this consent on behalf of the legal entity identified in Item 2 (for legal entity only).

8. Signature (By)	9. Title/Relationship of the Individual if Signing in a Representative Capacity	10. Date (MM-DD-YYYY)
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The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

GENERAL INFORMATION ON AVERAGE ADJUSTED GROSS INCOME – PART A

Individuals or legal entities that receive benefits under most commodity and conservation programs administered by CCC cannot have incomes that exceed certain limits set by law. For entities, both the entity itself, and its members cannot exceed the income limitations. If a member, whether an individual or an entity, of an entity exceeds the limitations, payments to that entity will be commensurately reduced according to that member's direct or indirect ownership share in the entity. (All members of the entity must also submit this form to verify income limitations are met.)

Individuals or legal entities with average adjusted gross **farm income** greater than \$750,000 shall be ineligible for direct payments under the Direct and Counter-cyclical Program.

Individuals or legal entities with average adjusted gross **nonfarm income** that exceeds \$500,000 shall be ineligible for commodity program payments, price support benefits, disaster assistance programs, and for the Milk Income Loss Compensation Program. Additionally, individuals or legal entities with average adjusted gross **nonfarm income** exceeding \$1 million will be ineligible for new contracts or participation in conservation programs after October 1, 2008, unless at least 66.66% of their total average adjusted gross income (sum of farm and nonfarm income) is generated from activities related to farming defined as "farm income" below.

Adjusted Gross Income is the individual's or legal entity's IRS-reported adjusted gross income consisting of both farm and nonfarm income. A three year average of that income will be computed for the three years of the relevant base period identified on the first page of this form to determine eligibility for the applicable program year.

Adjusted Gross Farm Income is the part of the yearly adjusted gross income that is farm income. The amount is computed separately for each year and then averaged. **Farm income means income** related to the following: production of crops, livestock, fish and aquaculture for food; the feeding and rearing of livestock; products produced or derived from livestock; production of specialty crops and unfinished raw forestry products; processing packing, storing and transporting farm, ranch and forestry commodities including renewable energy; production of farm-based renewable energy; the sale of land used for agriculture; sale of land or sale of easements and development rights to agricultural land, water and hunting rights, and environmental benefits; rental or lease of land or equipment used in farming, ranching, forestry operation; payments and benefits from risk management practices, crop insurance indemnities, catastrophic risk protection plans, conservation program and government farm program payments.

Adjusted Gross Nonfarm Income is the difference for the year between the filer's *adjusted gross income* and the filer's *adjusted gross farm income*. The difference is computed separately for each year and then averaged.

HOW TO DETERMINE ADJUSTED GROSS INCOME

Individual - Internal Revenue Service (IRS) Form 1040 filers, specific lines on that form represent the adjusted gross income and the income from farming, ranching, or forestry operations.

Trust or Estate - the adjusted gross income is the total income and charitable contributions reported to IRS.

Corporation - the adjusted gross income is the total of the final taxable income and any charitable contributions reported to IRS.

Limited Partnership (LP), Limited Liability Company (LLC), Limited Liability Partnership (LLP) - the adjusted gross income is the total income from trade or business activities plus guaranteed payments to the members as reported to the IRS.

Tax-exempt Organization - the adjusted gross income is the unrelated business taxable income excluding any income from non-commercial activities as reported to the IRS.

GENERAL INFORMATION ON CONSENT TO DISCLOSURE OF TAX INFORMATION – PART B

This consent allows IRS's access to, and use of, certain items of return information to perform calculations, using a methodology prescribed by the USDA, that will assist USDA in its verification of a program participant's compliance with the adjusted gross income (AGI) limitations necessary for participation in, and receipt of, commodity, conservation, price support or disaster program benefits. This consent also permits the USDA to receive certain items of return information for its eligibility determination.

This consent authorizes the disclosure of these items of return information for only the time period specified. Each item of information requested on this form is needed for the IRS to (1) locate, and verify, your tax information; (2) perform the requisite Average AGI calculations; and (3) provide the USDA with the legal entity's name and Taxpayer Identification Number (TIN), the type of return from which the specified items were located for use in the calculation, and whether or not the average AGI is above or below eligibility requirements. The IRS will not provide the USDA with any of the items specified on this consent form that it uses to perform the calculations or the average AGI figure.

This form can only be signed by the person authorized under state law to sign this consent for the legal entity identified in Item 1. **An approved Power of Attorney (Form FSA-211) on file with USDA cannot be used as evidence of signature authority when completing this form.**

INSTRUCTIONS FOR COMPLETION OF CCC-931

No./Field name	Instruction
1. Return Completed Form To	Enter the name and address of the FSA county office or USDA service center where the completed CCC-931 will be
2. Person or Legal Entity's Name and Address	Enter the person's or legal entity's name and address for commodity, conservation, price support, or disaster program benefits. <i>Enter the name and address as it appeared on the IRS tax returns filed for the taxable years specified in Item 4.</i>
3. Taxpayer Identification Number	In the format provided, enter the <u>complete</u> taxpayer identification number of the person or legal entity identified in Item 2. <i>This will be either a Social Security Number or Taxpayer Identification Number.</i>
4. Program Year	Check (✓) the year for which program benefits are being requested. The selection indicates the 3-year period used for the determination of the average adjusted gross income for payment eligibility and the years for which this consent allows access to tax information.
5. Average Adjusted Gross Income from Farming, Ranching or Forestry	Check (✓) the appropriate response to indicate whether or not at least 66.66 percent of the average adjusted gross income was derived from farming, ranching, or forestry operations during the applicable 3-year period selected in Item 4. Check (✓) "YES" or "NO" as applicable.
6. Average Adjusted Gross Farm Income	Check (✓) the box next to the response that describes the average adjusted gross farm income for the applicable 3-year period for the program year selected in Item 4. Check (✓) only one response.
7. Average Adjusted Gross Nonfarm Income	Check (✓) the box next to the response that describes the average adjusted gross nonfarm income for the applicable 3-year period for the program year selected in Item 4. Check (✓) only one response.
8. Signature	Read the acknowledgments, responsibilities and authorizations, before affixing your signature.
9. Title/Relationship	Enter title or relationship to the legal entity identified in Item 2.
10. Date	Enter the signature date in month, day and year. <i>This form must be returned to FSA within 120 days of the signature date for the consent to be valid.</i>

This form is available electronically.

CCC-901
(04-01-09)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**MEMBER'S INFORMATION
2009 and Subsequent Years**

1. County
2. State
3. Program Year

NOTE: The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation and Energy Act of 2008 (Pub. L 110-246). Additionally, the authority for requesting this information is for 7 CFR Part 1400. The information is necessary for CCC to assist in determining eligibility for program benefits. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act of 1974, the E-Government Act of 2002, and related authorities.

This information collection is exempted from the Paperwork Reduction Act, as it is required for the administration of the Food, Conservation, and Energy Act of 2006 (Pub. L. 110-246, Title I, Subtitle F – Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

PART A - For each individual or entity who is a member of this entity, list the member's name, social security/employer identification number, address and percentage share of ownership. If a member has both types of identification numbers, list both.

Name of Legal Entity _____

1. Member's Name	2. SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

PART B - Embedded Entities: For any member listed in Part A, who is an entity, list such embedded entity's name and list the requested, information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part A is an entity, provide the requested information for each entity on supplemental sheets.

Name of Embedded Legal Entity _____

1. Member's Name	2. SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PART C - Embedded Entities: For any member listed in Part B, who is an entity, list such embedded entity's name and list the requested information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part B is an entity, provide the requested information for each entity on supplemental sheets.

Name of Embedded Legal Entity _____

1. Member's Name	2. SSN or Tax ID Number. <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

PART D - Embedded Entities: For any member listed in Part C, who is an entity, list such embedded entity's name and list the information for each member of such entity. If a member has both types of identification numbers, list both. If more than one member, listed in Part C is an entity, provide the requested information for each entity on supplemental sheets.

Name of Embedded Legal Entity _____

1. Member's Name	2. SSN or Tax ID Number. <i>(Last 4 digits if already on file)</i>	3. Address	4. Percent Share	5. Does this member have signature authority for the legal entity? <i>(Yes or No)</i>
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO
			%	<input type="checkbox"/> YES <input type="checkbox"/> NO

Part E. Minor Members or Shareholders – For any Member or Shareholder who is a minor, provide the following: N/A

1. Minor's Name	2. Date of Birth	3. Parent's or Guardian's Name	4. Parent's or Guardian's Address	5. Parent or Guardian's SSN or Tax ID Number <i>(Last 4 digits if already on file)</i>

6. Separate Status of Minors

- (a) Is any minor a producer on a farm in which the parent or guardian has no interest? YES NO
- (b) Does any minor maintain a separate household from the parent or guardian and personally carry out farming Activities with respect to the minor's farming operation, including maintaining separate accounting? YES NO
- (c) Does any minor who is represented by a court-appointed guardian or conservator responsible for the minor 1) live in a household other than the parents' household(s), and 2) have a vested ownership in the farm? YES NO
- (d) If any minor with an interest in this farming operation can answer "YES" to Items 6(a)-6(c), list that minor's name:

PART F - CERTIFICATION - By Signing:

- I certify that I have signature authority for the entity identified in Part A and all information entered on this document is true and correct
- I understand that furnishing incorrect information will result in forfeiture of payments and benefits.
- I will timely provide written notification to the Farm Service Agency committees for the county and State listed on this form of any changes in the information provided.

1. Representative's Signature (By)	2. Title/Relationship of Individual Signing in the Representative	3. Date (MM-DD-YYYY)
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