

**Agricultural Conservation Easement Program (ACEP)  
Wetland Reserve Easement (WRE)**

**2021 Landowner Application Package**

Landowner submits the following to the Field Office

- NRCS-CPA-1200 – Conservation Program Application (03/2019)
- Acceptable proof of ownership
  - General or Special Warranty Deed
  - Warranty Deed with Vendor’s Lien
  - Probated Will
  - Gift Deed
  - Prior Title Policy

*(Note: If ownership records are not clear for NRCS staff, the landowner will be requested to provide additional documentation)*
- CCC-505 – Voluntary Permanent Base Acre Reduction (04-22-15). *(This document is required to determine the amount of crop base that could be impacted by the WRE. The form will ONLY be filed at the time of easement closing. Any crop base on the WRE must be retired or moved. The WRE is no longer eligible for any federal programs.)*
- Map of land offered for enrollment and proposed access or point of entry.
- Proof from FSA that all owners and entity members on the deed meet AGI/HEL/WC eligibility.
- Letter requesting a waiver for 24-month ownership requirement if applicable.
- SF-1199A – Direct Deposit for each landowner on the deed.
- Authority to Conduct Appraisal

**CONSERVATION PROGRAM APPLICATION**

Clear Form

|                      |                               |                             |
|----------------------|-------------------------------|-----------------------------|
| 1. <b>Name:</b>      | 2. <b>Application Number:</b> | 3. <b>Application Date:</b> |
| 4. <b>Address:</b>   | 5. <b>County and State:</b>   | 6. <b>Email:</b>            |
| 7. <b>Telephone:</b> | 8. <b>Watershed:</b>          | 9. <b>Subaccount:</b>       |

10. **Location (Legal Description or Farm and Tract Number):**

11. **Do you have farm records established with the appropriate USDA Service Center Agency?**  
 Yes  No  
*If no, you must establish them with the appropriate USDA Service Center Agency prior to submitting this application.*

12. **This is an application to participate in the:**

|   |   |
|---|---|
| <input type="checkbox"/> <b>Agricultural Management Assistance (AMA)</b>  | <input type="checkbox"/> <b>Environmental Quality Incentives Program (EQIP)</b>   |
| <input type="checkbox"/> <b>Conservation Stewardship Program (CSP)</b><br><input type="checkbox"/> <b>CSP Renewal</b>   | <input checked="" type="checkbox"/> <b>Agriculture Conservation Easement Program (ACEP) - Wetland Reserve Easements (WRE)</b>   |
| <input type="checkbox"/> <b>Regional Conservation Partnership Program (RCPP)</b><br><input type="checkbox"/> <b>EQIP</b><br><input type="checkbox"/> <b>CSP</b> | <input type="checkbox"/> <b>Regional Conservation Partnership Program (RCPP)</b><br><input type="checkbox"/> <b>ACEP - (WRE)</b><br><input type="checkbox"/> <b>Healthy Forest Reserve Program (HFRP)</b> |

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

**Joint Operation (General Partnership, Joint Venture)**  
 a) Please enter joint operation legal name and tax identification number:  
**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_  
 b) Do you have appropriate documents including proof to sign for the joint operation?  Yes  No

14. Is the land being offered for enrollment used for crop (including forest-related) or livestock production?

Crop Production

Crop Type: \_\_\_\_\_

Livestock Production

Livestock Type: \_\_\_\_\_

15. 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

16. You certify that Certification of control of the land offered under the application is evidenced by:

Deed or other evidence of land ownership (required for all ACEP-WRE applications)

Written lease agreement

Years of control are \_\_\_\_\_ through \_\_\_\_\_

Other agreement or legal conveyance (describe):

Years of control are \_\_\_\_\_ through \_\_\_\_\_ or,

Evidence of historical control of land since: \_\_\_\_\_

17. Is the land offered under this application enrolled in any other conservation program?

Yes    No

18. Do you meet the criteria for any of the following categories? (mark all that apply)

Limited Resource Farmer or Rancher

Beginning Farmer or Rancher

Socially Disadvantaged Farmer or Rancher

Veteran Farmer or Rancher

Not Applicable

*If you wish to apply in any of these categories, you must meet the self-certification requirements. Definitions are provided below. For more information please go to this website:*

<https://lrftool.sc.egov.usda.gov/>

**Limited Resource Farmer or Rancher** – The term “Limited Resource Farmer or Rancher” means a participant:

- With direct or indirect gross farm sales not more than the current indexed value in each of the previous two years, and
- Who has a total household income at or below the national poverty level for a family of four, or less than 50 percent of county median household income in each of the previous two years.

A legal entity or joint operation can be a Limited Resource Farmer or Rancher only if all individual members independently qualify. A Self-Determination Tool is available to the public and may be completed on-line or printed and completed hardcopy at: <https://lrftool.sc.egov.usda.gov/>

**Beginning Farmer or Rancher**– The term “Beginning Farmer or Rancher” means a participant who:

- Has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and who
- Will materially and substantially participate in the operation of the farm or ranch.

In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located.

In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management, or labor and management necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired.

**Socially Disadvantaged Farmer or Rancher**- The term “Socially Disadvantaged” means an individual or entity who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the farm business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities.

These groups consist of the following:

- American Indians or Alaskan Natives
- Asians
- Blacks or African Americans
- Native Hawaiians or other Pacific Islanders
- Hispanics.

Note: Gender alone is not a covered group for the purposes of NRCS conservation programs. The term entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.

**Veteran Farmer or Rancher**- The term “Veteran Farmer or Rancher” means a producer who served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, including the reserve components thereof; was released from the service under conditions other than dishonorable; and--

- has not operated a farm or ranch, or has operated a farm or ranch for not more than 10 years; or
- who first obtained status as a veteran during the most recent 10-year period.

A legal entity or joint operation can be a Veteran Farmer or Rancher only if all individual members independently qualify.

**19. Is any of the land offered for enrollment under this application:**

- Certified Organic by the National Organic Program (NOP)**
- Transitioning to become Certified Organic by the NOP**
- Exempt from Organic Certification as defined by the NOP**
- Not Applicable**

*Certification in any of these categories is to assist with planning and will not automatically result in the application being considered in any initiatives made available for organic-related production. Applicants must specifically request to participate in an organic initiative. Note that the EQIP Organic Initiative has a lower payment limitation (\$140,000 over the period of fiscal years 2019-2023 per person or legal entity) than payments made to a person or legal entity under General EQIP.*

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 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 provide written authorization to install structural or vegetative 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 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 land control or certify eligibility as Limited Resource Farmer or Rancher, Beginning Farmer or Rancher, or Veteran Farmer or Rancher, 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 information 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 FSA.

**20. I have received a copy of the applicable conservation program contract appendix.**

Yes     No

|                            |             |
|----------------------------|-------------|
| <b>Applicant Signature</b> | <b>Date</b> |
|                            |             |

**NON-DISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

This form is available electronically.

|  |                                 |                    |                        |
|--|---------------------------------|--------------------|------------------------|
| <p><b>CCC-505</b><br/>(04-22-15)</p> <p style="text-align: center;"><b>U.S. DEPARTMENT OF AGRICULTURE</b><br/>Commodity Credit Corporation</p> <p style="text-align: center; font-size: 1.2em;"><b>VOLUNTARY PERMANENT BASE ACRE REDUCTION</b></p> | <p>1. STATE AND COUNTY CODE</p> | <p>2. FARM NO.</p> | <p>3. PROGRAM YEAR</p> |
| <p>4. REASON FOR REDUCTION OF BASE ACRES</p> <p><input type="checkbox"/> CRP Enrollment</p> <p><input type="checkbox"/> Other _____</p>  |                                 |                    |                        |

**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 1412, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agriculture Act of 2014 (Pub. L. 113-79). The information will be used to process a request for a permanent reduction of the base acres established for identified crops. The information collected on the 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 an inability to process a request for a permanent reduction of the base acres established for identified crops.*

*This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Agriculture Act of 2012 (Pub. L. 113-79), Title 1, Subtitle F – Administration.*

*The provisions of appropriate 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 - REQUEST**

The undersigned requests a permanent reduction of the base acres established for the following crop(s) for the farm identified in Item 2 above.

| 5. TRACT NO. | 6. COMMODITY | 7. YIELD | 8. BASE ACRES ON TRACT BEFORE REDUCTION | 9. BASE ACRES ON TRACT TO BE REDUCED | 10. BASE ACRES ON TRACT AFTER REDUCTION<br>(Column 8 MINUS Column 9) |
|--------------|--------------|----------|---|--------------------------------------|--|
|              |              |          | -                                       | =                                    |  |
|              |              |          | -                                       | =                                    |  |
|              |              |          | -                                       | =                                    |  |
|              |              |          | -                                       | =                                    |  |

|  |  |
|--|--|
| 11. Total Base Acres to be Reduced (Total of Column 9) |  |
| 12. Total Base Acres on Farm Before Reduction          | 13. Total Base Acres on Farm After Reduction (Item 12 minus Item 11) |

|                                 |  |                        |
|---------------------------------|--|------------------------|
| 14A. Requestor's Signature (By) | 14B. Title/Relationship (of the individual signing in the Representative Capacity) | 14C. Date (MM-DD-YYYY) |
| 15A. Owner's Signature (By)     | 15B. Title/Relationship (of the individual signing in the Representative Capacity) | 15C. Date (MM-DD-YYYY) |
| 16A. Owner's Signature (By)     | 16B. Title/Relationship (of the individual signing in the Representative Capacity) | 16C. Date (MM-DD-YYYY) |

17. REMARKS (If the base acres are being reduced because of cropland enrollment into CRP, enter the CRP-1 number and the effective date of CRP-1).

**PART B- APPROVAL (COUNTY OFFICE USE ONLY)**

|   |  |
|---|--|
| <p>18. REDUCTION IS:</p> <p style="text-align: center;">APPROVED <input type="checkbox"/>      DISAPPROVED <input type="checkbox"/></p> | <p>19. COUNTY FSA OFFICE NAME AND ADDRESS (Including Zip Code)</p> |
| <p>20. COC'S SIGNATURE</p>  | <p>DATE (MM-DD-YYYY)</p> <p>TELEPHONE NUMBER (Area Code):</p>      |

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

# DIRECT DEPOSIT SIGN-UP FORM

## DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

## SECTION 1 (TO BE COMPLETED BY PAYEE)

|  |        |   |                      |
|--|--------|---|----------------------|
| <b>A</b> NAME OF PAYEE (last, first, middle initial)   |        | <b>D</b> TYPE OF DEPOSITOR ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS   |                      |
| ADDRESS (street, route, P.O. Box, APO/FPO)   |        | <b>E</b> DEPOSITOR ACCOUNT NUMBER   |                      |
| CITY   | STATE  | ZIP CODE  | <input type="text"/> |
| TELEPHONE NUMBER<br>AREA CODE  |        | <b>F</b> TYPE OF PAYMENT (Check only one)   |                      |
| <b>B</b> NAME OF PERSON(S) ENTITLED TO PAYMENT   |        | <input type="checkbox"/> Social Security <input type="checkbox"/> Fed. Salary/Mil. Civilian Pay<br><input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> Mil. Active _____<br><input type="checkbox"/> Railroad Retirement <input type="checkbox"/> Mil. Retire. _____<br><input type="checkbox"/> Civil Service Retirement (OPM) <input type="checkbox"/> Mil. Survivor _____<br><input type="checkbox"/> VA Compensation or Pension <input type="checkbox"/> Other _____ (specify) |                      |
| <b>C</b> CLAIM OR PAYROLL ID NUMBER  |        | <b>G</b> THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)   |                      |
| Prefix   | Suffix | TYPE  | AMOUNT               |
| <b>PAYEE/JOINT PAYEE CERTIFICATION</b>   |        | <b>JOINT ACCOUNT HOLDERS' CERTIFICATION</b> (optional)  |                      |
| I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account. |        | I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.   |                      |
| SIGNATURE  | DATE   | SIGNATURE   | DATE                 |
| SIGNATURE  | DATE   | SIGNATURE   | DATE                 |

## SECTION 2 (TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)

|                        |                           |
|------------------------|---------------------------|
| GOVERNMENT AGENCY NAME | GOVERNMENT AGENCY ADDRESS |
|------------------------|---------------------------|

## SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

|   |                             |   |      |
|---|-----------------------------|---|------|
| NAME AND ADDRESS OF FINANCIAL INSTITUTION   |                             | ROUTING NUMBER  |      |
|   |                             | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |      |
|   |                             | CHECK DIGIT   |      |
|   |                             | <input type="text"/>  |      |
| <b>DEPOSITOR ACCOUNT TITLE</b>  |                             |   |      |
| <b>FINANCIAL INSTITUTION CERTIFICATION</b>  |                             |   |      |
| I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210. |                             |   |      |
| PRINT OR TYPE REPRESENTATIVE'S NAME   | SIGNATURE OF REPRESENTATIVE | TELEPHONE NUMBER  | DATE |

Financial institutions should refer to the GREEN BOOK for further instructions.  
**THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.**

**GOVERNMENT AGENCY COPY**



**BURDEN ESTIMATE STATEMENT**

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Records Management Branch, Room 135, 3700 East-West Highway, Hyattsville, MD 20782. THIS ADDRESS SHOULD ONLY BE USED FOR COMMENTS AND/OR SUGGESTIONS CONCERNING THE AMOUNT OF TIME SPENT TO COLLECT THIS DATA. DO NOT SEND THE COMPLETED PAPERWORK TO THE ADDRESS ABOVE FOR PROCESSING.

**PRIVACY ACT NOTICE**

Collection of the information in this Direct Deposit Sign-Up form is authorized by 5 U.S.C. § 552a, 31 U.S.C. § 3332(g), and Executive Order 9397 (November 22, 1943). Your social security number and the other information requested will allow the federal government to process your direct deposit. Your social security number is requested to ensure the accurate identification and retention of records pertaining to you and to distinguish you from other recipients of federal payments. This information will be disclosed to the Department of the Treasury and its fiscal and financial agents, and other federal agencies, as necessary to process your direct deposit. This information may also be disclosed to a court, congressional committee or another government agency as authorized or required to verify your receipt of federal payments. Although providing the requested information is voluntary, your direct deposit cannot be processed without it.


**PLEASE READ THIS CAREFULLY**

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

**INFORMATION FOUND ON CHECKS**

Most of the information needed to complete boxes A and F in Section 1 is printed on your government check:

- (A)** Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (F)** Type of payment is printed to the left of the amount.

|  |   |                  |                             |
|--|---|------------------|-----------------------------|
| <b>United States Treasury</b>  |   | 15-51<br>000     | Check No.<br>0000 415785    |
|  | Month Day Year<br>08 31 84                                | KANSAS CITY, MO  |                             |
| Pay to the order of  | JOHN DOE<br>123 BRISTOL STREET<br>HAWKINS BRANCH TX 76543 | 28 28<br>VA COMP | DOLLARS CTS<br>\$****100 00 |
|  | <b>(A)</b>  | <b>(F)</b>       |                             |
|  |   |                  | <b>NOT NEGOTIABLE</b>       |
| ⑈00000518⑈ 041571926⑈  |   |                  |                             |

**SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS**

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

**CANCELLATION**

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

**CHANGING RECEIVING FINANCIAL INSTITUTIONS**

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

**FALSE STATEMENTS OR FRAUDULENT CLAIMS**

Federal law provides a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.



Agricultural Conservation Easement Program (ACEP)  
Wetland Reserve Easement (WRE)

Authority to Conduct Appraisal

Landowner(s) Name: \_\_\_\_\_

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

Home/Cell Phone Number: \_\_\_\_\_

FSA Farm/Tract Number: \_\_\_\_\_

I understand that the Natural Resources Conservation Service (NRCS) Geographic Area Rate Cap (GARC) will be based on a percentage of the full market value of the land to be enrolled in the Wetland Reserve Easement (WRE).

I authorize and give permission for the NRCS contracted appraiser to contact me to enter my property for the purpose of conducting the appraisal. I understand that I will be informed of the final appraised value but will not be provided a copy of the appraisal report.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**WARRANTY EASEMENT DEED  
IN PERPETUITY**

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM –  
WETLAND RESERVE EASEMENT**

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** and its assigns (hereafter referred to as the “United States”), Grantee. The Landowner and the United States are jointly referred to as the “Parties.”

The United States of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and 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.

Authority. This easement deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetland Reserve Easement.

**NOW THEREFORE**, for and in consideration of the terms of these mutual obligations and benefits recited herein to each party and the sum of \_\_\_\_\_ Dollars

( \$ \_\_\_\_\_ ), paid to Grantor(s) subject to commensurate reduction under 7 CFR Part 1400, the receipt of which is hereby acknowledged, Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns (Grantee), in perpetuity, 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 in the lands comprising the Easement Area 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 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. Undeveloped recreational uses may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, nonpermanent, and easily assembled, disassembled, and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- 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 Rights and Water Uses. 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, disking, cutting, or otherwise destroying the vegetative cover;
  3. Accumulating or dumping refuse, wastes, sewage, or other debris;
  4. Harvesting wood or sod products;
  5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, 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 individual semi-permanent hunting or observation blinds for undeveloped recreational uses, the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
  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 Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.

- 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 are 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 Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.
- F. 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.
- G. Protection of Water Rights and Water Uses. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. 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.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

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 temporary 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. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

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. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed. The United States also has the right of reasonable ingress and egress across the Easement Area to other adjacent or appurtenant property in which the United States holds real property rights acquired by and through NRCS.
- 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 Deed to any Federal or State agencies 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, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

- 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 Agricultural Conservation Easement 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 Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on, beneath, near, or from the Easement Area.

- 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, or agreements contained in this Easement Deed, or violations of any Federal, State, local or municipal laws, including all Environmental Laws.

**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 \_\_\_\_\_, known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act 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 Warranty 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 General Counsel, U.S. Department of Agriculture,  
Washington, DC 20250-1400.

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**NONDISCRIMINATION STATEMENT**

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 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, SW., Washington, DC 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 (5 U.S.C. Section 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.