

# FSA INFO PACKET



A DIVISION OF WHITETAIL  
PROPERTIES REAL ESTATE, LLC

[RANCHANDFARMAUCTIONS.COM](http://RANCHANDFARMAUCTIONS.COM)

MICHIGAN  
ST. CLAIR

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 16480

Prepared : 12/12/23 8:38 AM CST

Crop Year : 2024

Operator Name : ALLIANCE MANAGEMENT SERVICES LLC  
CRP Contract Number(s) : None  
Recon ID : 26-147-2021-50  
Transferred From : None  
ARCPLC G/F Eligibility : Eligible

Farm Land Data

| Farmland           | Cropland           | DCP Cropland           | WBP  | EWP            | WRP  | GRP  | Sugarcane | Farm Status          | Number Of Tracts |
|--------------------|--------------------|------------------------|------|----------------|------|------|-----------|----------------------|------------------|
| 99.16              | 83.68              | 83.68                  | 0.00 | 0.00           | 0.00 | 0.00 | 0.0       | Active               | 1                |
| State Conservation | Other Conservation | Effective DCP Cropland |      | Double Cropped |      | CRP  | MPL       | DCP Ag.Rel. Activity | SOD              |
| 0.00               | 0.00               | 83.68                  |      | 0.00           |      | 0.00 | 0.00      | 0.00                 | 0.00             |

Crop Election Choice

| ARC Individual | ARC County | Price Loss Coverage |
|----------------|------------|---------------------|
| None           | SOYBN      | CORN                |

DCP Crop Data

| Crop Name    | Base Acres   | CCC-505 CRP Reduction Acres | PLC Yield | HIP |
|--------------|--------------|-----------------------------|-----------|-----|
| Corn         | 48.00        | 0.00                        | 88        |     |
| Soybeans     | 32.50        | 0.00                        | 29        |     |
| <b>TOTAL</b> | <b>80.50</b> | <b>0.00</b>                 |           |     |

NOTES

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Tract Number : 15817

Description : (NEW) B6/C6 W1/2,SW1/4 SEC14(F)+E1/2,SE1/4 SEC15F  
FSA Physical Location : MICHIGAN/ST. CLAIR  
ANSI Physical Location : MICHIGAN/ST. CLAIR  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract contains a wetland or farmed wetland  
WL Violations : None  
Owners : ALLIANCE MANAGEMENT SERVICES LLC  
Other Producers : JOSEPH H KUTCHEY III  
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP  | EWP  | WRP  | GRP  | Sugarcane |
|-----------|----------|--------------|------|------|------|------|-----------|
| 99.16     | 83.68    | 83.68        | 0.00 | 0.00 | 0.00 | 0.00 | 0.0       |





Abbreviated 156 Farm Record

Tract 15817 Continued ...

| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP  | MPL  | DCP Ag. Rel Activity | SOD  |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------|
| 0.00               | 0.00               | 83.68                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00 |

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| <b>TOTAL</b> | <b>80.50</b> | <b>0.00</b>                 |           |

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United States  
Department of  
Agriculture

## St. Clair County, Michigan

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



### Common Land Unit

Common Land Unit\*

Tract Boundary

Section Lines

Cropland vs Noncropland

### Wetland Determination Identifiers

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

Areas of Concern  
as of 9/30/23

This box is applicable **ONLY** for certification maps.  
Options only valid if checked.

☐ Shares - 100% OP

☐ Certified Organic

☐ All Crops - Non-Irrigated

☐ CORN - YEL/GR

☐ WHEAT - GR (SRW or SWW)

☐ SOYS - COM/GR

☐ ALFALFA - FG or GZ

☐ DRY BEANS - DE

☐ MIXFG - FG or GZ

**2024 Program Year**

CLU Date: October 4, 2023

2022 NAIP Imagery

**Farm 16480**  
**Tract 15817**

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# Agricultural Lease Agreement

This lease is entered into on December 4, 2023, between Alliance Management Services LLC, (Landlord), of 1833 Alabama Lane, Manhattan, KS 66502, and Joe Kutchey, (Tenant), of 73850 McFadden Road, Armada, MI 48005.

## A. Property Rights

The Landlord leases to the Tenant, to occupy and use for agricultural and related purposes only, no hunting is permitted, the following described property, referred to in this instrument as "farm," located in the Township of Mussey, County of St. Clair, State of Michigan, and commonly known as Imlay City Road, Tax ID Number 74-27-015-3002-00 with legal description as follows:

The West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 7 North, Range 13 East, Township of Mussey, St Clair County, Michigan, Except the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and also Except: Part of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 7 North, Range 13 East, Township of Mussey, St. Clair County, Michigan, described as: Beginning East 62.73 feet from the Southwest Section corner, thence North 660 feet; thence East 660 feet; thence South 660 feet; thence West 660 feet to beginning. Also the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 15, Township 7 North, Range 13 East, Mussey Township, St. Clair County, Michigan, except the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

The Landlord and Tenant agree that prior to clearing of trees in the fence rows and tiling the acres leased for farming shall be considered as 72, and after clearing of trees in the fence rows and tiling the acres leased for farming shall be considered as 82.

Landlord retain all rights as specified below:

1. **Right of entry.** The Landlord reserves the right, personally and on behalf of the Landlord's agents, employees, or assigns, to enter the farm at any reasonable time for purposes of (a) consulting with the Tenant; (b) making improvements, and inspections; or (c) developing mineral resources, none of which is to interfere with the Tenant in carrying out regular farm operations.
2. **Heirs and successors.** The terms of this lease will be binding on the heirs, executors, administrators, and successors of both Landlord and Tenant in the same manner as on the original parties. However, in the event that the lease is for more than one year, the heirs or successors will have the option to give written notice of termination effective at the end of the lease year in which the death occurs. Tenant shall retain the right to harvest the existing crops when they are ready for harvest.

3. **Right to lease.** The Landlord warrants that he/she has the right to lease the farm and will defend the Tenant's possession against any and all persons.
4. **Farming interest.** The Landlord and Tenant understand and agree that for USDA FSA purposes, the Tenant has 100% farming interest in this cash lease operation.

#### **B. Improving, Conserving, and Maintaining the Farm**

To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

1. **General maintenance.** The Tenant will maintain the farm during the tenancy in as good condition as at the beginning. If the lease is renewed for 2025 and subsequent years and assuming that the clearing of trees in the fence rows and tiling has been completed, Tenant's fertilization records are to be supplied to Landlord before October 1<sup>st</sup> of each such year. Fertilization rates will be applied to produce of a minimum of 50 bushels per acre of soybeans and 200 bushels per acre of corn based on soil sample recommendations every 3 years.
2. **Add improvements.** The Tenant will not, without written consent of the landlord, (a) erect or permit to be erected on the farm any non-removable structure or building; (b) incur any expense to the Landlord for such purpose; or (c) add electrical wiring, plumbing, or heating to any buildings, and if consent is given, the Tenant will make those additions meet standards and requirements of power and insurance companies and any legal construction standards.

#### **C. Term of Lease**

1. **Term and rent.** The initial term of this lease will be TWO (2) years from the date of commencement of lease (January 1, 2024), to date of termination of lease (December 31, 2025). After the initial term this lease shall annually renew at same rental rate payable in the last year of the initial term, unless said rental rate is changed by written agreement of both the Landlord and Tenant. Should Landlord wish to not renew lease, Landlord shall provide Tenant written notice of termination one year prior to lease expiration. At the end of one year notice period, Tenant shall retain the right to harvest the existing crops when they are ready for harvest. Tenant shall pay to Landlord the following rent for the following periods:
  - (i) For any year, where the clearing of trees in the fence rows and tiling are not completed prior to planting in the spring, Tenant shall pay \$150 per acre on 72 acres for a total of \$10,800.

- (ii) For any year, where the clearing of trees in the fence rows and tiling are completed prior to planting in the spring, Tenant shall pay \$225 per acre on 82 acres for a total of \$18,450.

By leasing this land to Tenant, it is agreed upon that the operator can combine tracts, farms and transfer land between counties as needed for Farm Service Agency reporting purposes.

Payment of the rent shall be made as follows:

- (i) Half of the total rent for the calendar year be due on March 15<sup>th</sup> of that same calendar year.
  - (ii) Half of the total rent for the calendar years will be on December 15<sup>th</sup> of that same calendar year.
2. **Continuous occupancy.** The Landlord and Tenant agree that the Tenant will possess and occupy the farm continuously during the term of the lease including the right to harvest existing crops when they are ready for harvest.
  3. **Surrender of possession.** The Tenant agrees to surrender possession and occupancy of the premises peaceably at the termination of the lease.
  4. **Amendment of lease.** Amendments and alterations to this lease will be made in writing.
  5. **Confidentiality.** All parties agree to keep the terms and conditions of this lease confidential between the two parties.
  6. **USDA Payments.** All USDA payments are payable to Joe Kutchey.

#### **D. Miscellaneous Provisions**

1. **No partnership created.** This lease will not be deemed to give rise to a partnership relation, and neither party will have authority to obligate the other without written consent, except as specifically provided in this lease.
2. **Debts and accidents.** Each party agrees that the other party will in no way be responsible for the debts of or liabilities for accidents or damages caused by the other party.
3. **Arbitration of differences.** Any differences between the parties as to their several rights or obligations under this Lease that are not settled by mutual agreement after thorough discussion must be submitted for arbitration or mediation to an arbitrator or mediator who is mutually acceptable to both parties. The decision of the arbitrator or mediator shall be binding upon both parties and constitute a final resolution of the

differences or disputes between the parties.

Signature of Landlord: Craig Comas, Manager  
Alliance Management  
Services LLC

Signature of Tenant: [Handwritten Signature]