

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Program (CRP) Contract:

- A. **CRP contract or CRP-1** means the CRP documents including not only form CRP-1, but also the applicable CRP-1 appendix, the conservation plan, any addendums, and the terms of any required easement, if applicable, entered into between the Commodity Credit Corporation (CCC) and the participant. Such CRP contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM

- A. By signing the CRP-1, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the CRP contract for the contract period and, if applicable, any easement period, and shall, upon demand, provide evidence to CCC demonstrating that such participant will control the land for that period.
- B. Except as allowed by law, land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise by CCC, in writing, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CRP. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS

- A. Any person who enters into this CRP contract at any time, who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.), shall be ineligible to receive any payments under this CRP contract unless such person meets the requirements of 7 CFR Part 1400, which shall be applicable to this CRP contract.

4. AGREEMENT

A. The participant agrees:

- (1) That form CRP-2, CRP-2C, or CRP-2G, as applicable, and CRP-1 shall be considered an offer to enter into the CRP on the terms specified on the CRP contract. The offer, until revoked, may be accepted by CCC, provided further that liquidated damages may apply in the case of a revocation as specified elsewhere in this Appendix or 7 CFR Part 1410;
- (2) To place eligible land into the CRP for a period of 10 years, or as agreed to by CCC for a longer period not to exceed 15 years from the effective date of the CRP contract executed by CCC;

B. CCC agrees:

- (1) When CCC determines that cost-sharing is appropriate and in the public interest, to share the cost with owners and operators of installing an eligible CRP practice agreed to on the CRP-1 and in the conservation plan, except that, in no case may the CCC cost exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this CRP contract is signed by the participant, unless the CCC otherwise approves in writing such amount, provided further, that such approval must specifically reference the particular land enrolled in the CRP under this CRP contract;
- (2) To pay the agreed-upon annual rental payment, including any related incentive payment if applicable, based upon the shares specified on the CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on any payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.
- (5) To make other payments not listed above, as appropriate and applicable.

5. CONSERVATION PLAN**A. Subject to the approval of CCC, the conservation plan will include the following information and requirements:**

- (1) The CRP practice and approved cover to be established on the land subject to this CRP contract.
- (2) A tree planting plan or forest stewardship plan, developed in cooperation with the Forest Service or State Forestry Agency, if trees are to be established as the approved cover on the land subject to this CRP contract.
- (3) A schedule of operations, activities, and completion dates for establishment of the approved cover on the land subject to this CRP contract.
- (4) The level of environmental benefits which must be attained on the land subject to this CRP contract.
- (5) Any other practices required for the establishment and maintenance of the approved cover on the land subject to this CRP contract including control of weeds, insects, pests, and other undesirable species to the extent necessary to ensure that the establishment and maintenance of the approved cover is adequately protected, and such maintenance as necessary to avoid an adverse impact on surrounding land as determined appropriate by CCC, taking into consideration the needs of water quality, wildlife concerns, and other factors.
- (6) The approved cover will not be disturbed during the primary nesting season except as approved by CCC.
- (7) Management activities described in paragraph 6 of this Appendix.

B. By signing the conservation plan, the participant agrees to implement the CRP practices specified in such conservation plan on the land subject to this CRP contract.**6. MANAGEMENT ACTIVITIES**

Except for land enrolled under a CRP-grassland signup, management activities designed to ensure plant diversity and wildlife benefits while ensuring protection of the soil and water resources must be conducted as needed throughout the contract period as specified in the conservation plan. However, the planned management activity is not required to be completed in the case where a natural disaster or adverse weather event occurs that has the same effect of the planned management activity, as determined by CCC. CCC will not provide any cost-share payment for any management activities.

- (2) The landlord or operator has deprived any tenant of any benefits to which such tenant would otherwise be entitled.

If any conditions identified in 8.A (1) or (2) occur or are discovered after payments have been made, all or any part of such payments, as determined by CCC, must be refunded with interest and no further payments will be made.

- B. After this CRP contract is approved, the operator or tenant may, with the approval of CCC, be replaced for purposes of this CRP contract and for payments to be made under this CRP contract if such tenant or operator, as determined by CCC:
- (1) terminates their tenancy voluntarily or for some reason other than being forced to terminate their tenancy by the landowner or operator in anticipation of, or because of, participation in the CRP;
 - (2) fails to maintain tenancy, as determined by CCC, throughout the contract period;
 - (3) files for bankruptcy and the trustee or debtor in possession fails to affirm this CRP contract;
 - (4) dies during the contract period and the administrator of the operator or tenant's estate (or a similar person with authority to administer the affairs of the operator or tenant) fails to succeed to this CRP contract within the time required by CCC; or
 - (5) was removed for cause, as determined by CCC.
- C. The removal of an operator or tenant from a CRP contract shall not release the operator or tenant from liabilities for actions arising before such removal.

9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract or a determination made by CCC pursuant to CRP regulations, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this CRP contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to this CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B. Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C. The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

10. LIQUIDATED DAMAGES

It is mutually agreed that in the event this CRP contract is breached by the participant, the CCC will suffer substantial damages which may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due for breach of contract prescribed in this CRP contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent of the rental payment rate per acre on the CRP-1 by, (2) the number of acres on which the breach of contract occurred, as determined by CCC. Such amount shall be due as liquidated damages in addition to such other damages or amounts as may be due, and not as a penalty.

11. NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that, if any changes of any terms and conditions of this CRP contract, including changes necessary to reconcile the practices listed on the CRP-1 to those specified in the conservation plan, become necessary prior to the date that this CRP contract is approved on behalf of CCC, CCC will notify the persons signing the CRP-1 of such change and such person will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the offer. The participant agrees to notify the CCC of an intention to withdraw from the offer within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

C. If the new owner or operator becomes a successor to this CRP contract with CCC:

- (1) Cost-share payments shall be made to the participant who installed the practice; and
- (2) Annual rental payments to be paid during the fiscal year when the land was transferred shall be divided between the participants, as determined by CCC.

D. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to this CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of this CRP contract for which the CCC may terminate this CRP contract and enforce the remedies provided in this Appendix.

E. If a participant transfers all or part of the right and interest in, or right to occupancy of, the land subject to this CRP contract, and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:

- (1) Forfeit all rights to any future payments with respect to such land;
- (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
- (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

17. REGULATIONS TO PREVAIL

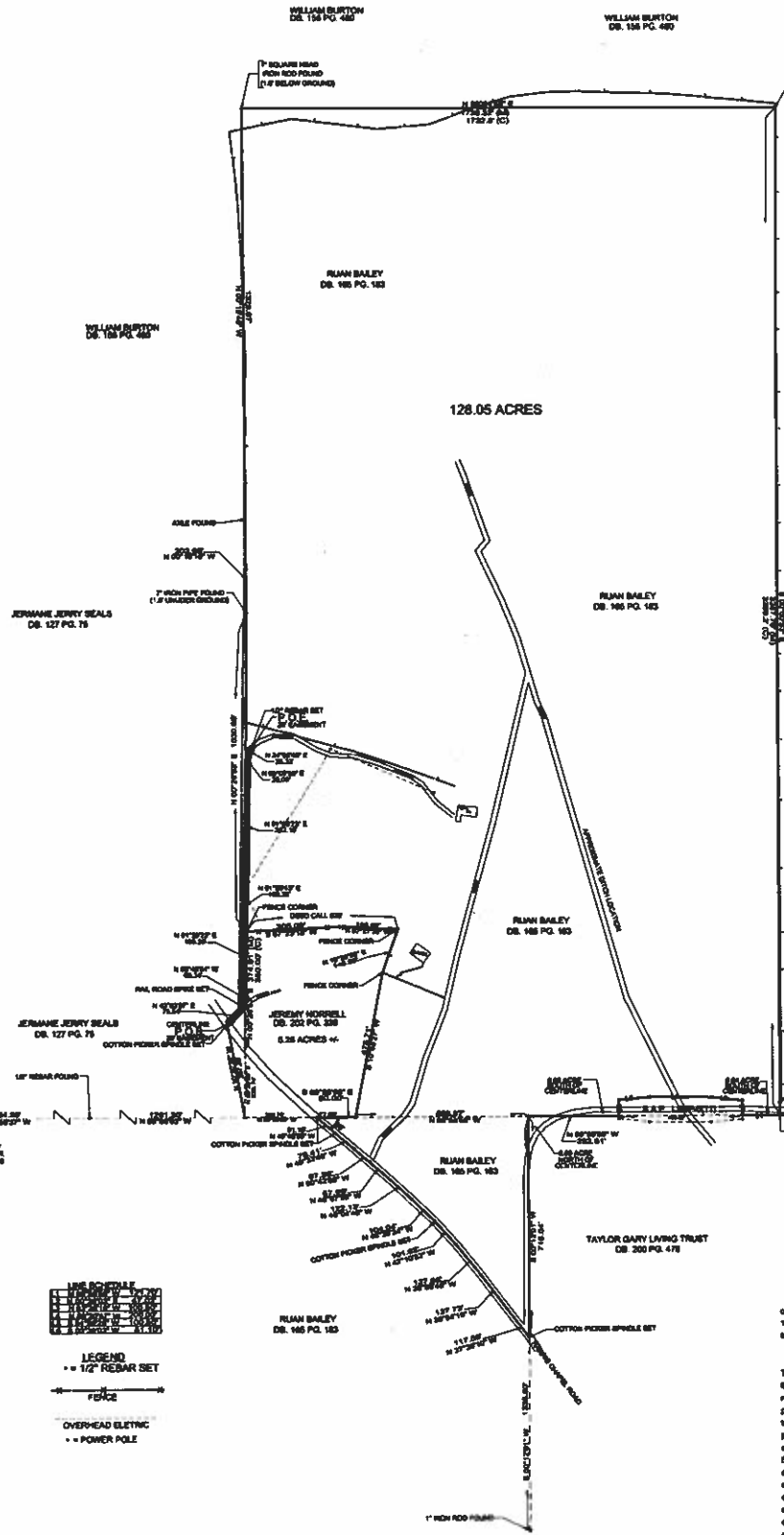
The regulations in 7 CFR Part 1410 for the CRP are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.

Paperwork Reduction Act (PRA) Statement: *The information collection is exempted from the Paperwork Reduction Act as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

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 http://www.ascr.usda.gov/complaint_filing_cust.html 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. USDA is an equal opportunity provider, employer, and lender.



LAND DESCRIPTION

A tract of land located in Section 25, Township 1 South, Range 1 West, Benton County, Mississippi and being more particularly described as follows, To-WIT:

Commence at a cotton picker spindle found at the Southeast Corner of Section 25, Township 1 South, Range 1 West, Benton County, Mississippi; run thence North 88 degrees, 05 minutes, 00 seconds West 1237.30 feet to a 1/2" rebar set on the south side of Meigsdale Road; said point being the POINT OF BEGINNING; run thence North 88 degrees, 05 minutes, 00 seconds West 121.70 feet to a 1/2" rebar set on the right-of-way of S.A.P. L&N-6(11); run thence along said right-of-way the following with North 00 degrees, 10 minutes, 00 seconds East 17.22 feet to a 1/2" rebar set; North 83 degrees, 38 minutes, 18 seconds West 100.30 feet to a 1/2" rebar set; North 88 degrees, 28 minutes, 57 seconds West 200.00 feet to a 1/2" rebar set; South 94 degrees, 06 minutes, 25 seconds West 100.30 feet to a 1/2" rebar set; South 00 degrees, 20 minutes, 00 seconds West 81.10 feet to a 1/2" rebar set; run thence North 89 degrees, 00 minutes, 00 seconds West bearing said right-of-way for a distance of 282.81 feet to a 1/2" rebar set; run thence South 00 degrees, 12 minutes, 01 seconds West 716.04 feet to a cotton picker spindle set in the centerline of Harts Chapel Road; run thence along said centerline the following with North 87 degrees, 00 minutes, 10 seconds West 117.88 feet to a point; North 26 degrees, 04 minutes, 19 seconds West 137.79 feet to a point; North 26 degrees, 00 minutes, 48 seconds West 122.86 feet to a point; North 42 degrees, 10 minutes, 02 seconds West 101.82 feet to a cotton picker spindle set; North 46 degrees, 30 minutes, 34 seconds West 104.04 feet to a point; North 48 degrees, 04 minutes, 46 seconds West 122.13 feet to a point; North 48 degrees, 07 minutes, 00 seconds West 67.88 feet to a point; run thence North 80 degrees, 42 minutes, 00 seconds West 67.28 feet to a point; North 46 degrees, 33 minutes, 46 seconds West 76.41 feet to a cotton picker spindle set; run thence North 49 degrees, 46 minutes, 02 seconds West 81.10 feet to a cotton picker spindle set; run thence South 88 degrees, 00 minutes, 00 seconds East bearing the centerline of said road for a distance of 127.80 feet to a 1/2" rebar set; run thence North 16 degrees, 00 minutes, 27 seconds East 476.71 feet to a 1/2" rebar set at a fence corner; run thence along said fence the following with North 16 degrees, 30 minutes, 00 seconds East 148.00 feet to a 1/2" rebar set at a fence corner; North 57 degrees, 27 minutes, 30 seconds West 195.57 feet to a 1/2" rebar set; South 87 degrees, 23 minutes, 16 seconds West 305.00 feet to a 1/2" rebar set; run thence North 00 degrees, 26 minutes, 00 seconds East bearing said fence for a distance of 1030.85 feet to a 2" iron pipe found; if under ground; run thence North 00 degrees, 16 minutes, 16 seconds West 305.36 feet to a 1/2" rebar set; run thence North 00 degrees, 16 minutes, 46 seconds West 1338.87 feet to a 1" square bar found; if under ground; run thence North 88 degrees, 04 minutes, 26 seconds East 1726.32 feet to a 1" round bar found; run thence South 00 degrees, 00 minutes, 30 seconds East passing through a 1/2" rebar set at 48.00 feet back onto for a distance of 3297.75 feet to the POINT OF BEGINNING.

Said tract containing 128.05 acres more or less.

Subject to Benton County Zoning and Subdivision Regulations.

Subject to all road and utility right-of-way and easements.

Reference Bearing based on G.P.S. Observation (GEOCENTRIC BEARING.)

LAND DESCRIPTION
(20.00 FOOT WIDE EASEMENT)

The centerline of a 30.00 foot wide easement (10.00 foot each side of centerline) located in the south half of Section 25, Township 1 South, Range 1 West, Benton County, Mississippi and being more particularly described as follows, To-WIT:

Commence at a 1/2" rebar found at the Southeast Corner of Section 25, Township 1 South, Range 1 West, Benton County, Mississippi; run thence South 88 degrees, 05 minutes, 00 seconds East 1064.28 feet to a 1/2" rebar found; run thence South 88 degrees, 00 minutes, 00 seconds East 1281.30 feet to a point; run thence North 10 degrees, 30 minutes, 30 seconds West 307.38 feet to a cotton picker spindle set in Harts Chapel Road (quite paved); said point being the centerline POINT OF BEGINNING of said 20.00 foot wide easement (10.00 foot each side of centerline); run thence North 45 degrees, 05 minutes, 07 seconds East 716.04 feet to a red road spike set in a gravel drive; run thence along said gravel drive the following with North 00 degrees, 46 minutes, 04 seconds West 82.34 feet to a point; North 01 degrees, 29 minutes, 22 seconds East 186.28 feet to a point; North 01 degrees, 00 minutes, 43 seconds East 168.38 feet to a point; North 01 degrees, 00 minutes, 23 seconds East 352.18 feet to a point; North 08 degrees, 00 minutes, 00 seconds East 30.00 feet to a point; North 34 degrees, 00 minutes, 00 seconds East 38.33 feet to a 1/2" rebar set; said point being the centerline POINT OF ENDING of said 20.00 foot wide easement (10.00 foot each side of centerline).

Reference Bearing based on G.P.S. Observation (GEOCENTRIC BEARING.)



PERRY D. YOUNG PLS NO. 2885
812 POTTS CAMP ROAD
WATERFORD, MS. 38685
(662) 252-2885

DATA FILE: RUANBA
L&N-6(11) RUNWAY
C&D 30.00 RUNWAY
SURVEYED IN FIELD
17 JAN. 2002

THIS IS TO CERTIFY THAT I, PERRY D. YOUNG, PLS IN THE STATE OF MISSISSIPPI
HAVE ON THIS THE 17 DAY OF JANUARY, 2002 COMPLETED A SURVEY OF
THE PREMISES AS DESCRIBED AND DELINEATED HEREON FOR THE PURPOSE OF ACCURATELY
DESCRIBING THE SAME AND THAT THIS PLAT REPRESENTS SAID PREMISES AS SURVEYED
ON THE GROUND BY ME.

SIGN: _____

THIS PROPERTY IS CLASS SURVEY AS SET FORTH IN AFFIDAVIT "W" OF THE MISSISSIPPI
STANDARD FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI.

THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND ACCURACY FOR CATEGORY
AS SET FORTH IN AFFIDAVIT "W" OF THE MISSISSIPPI STANDARD FOR LAND SURVEYING IN
THE STATE OF MISSISSIPPI.

PLAT OF SURVEY FOR RUAN BAILEY			
SCALE	1"=66'	APPROVED BY:	PREPARED BY: PERRY D. YOUNG
DATE:	17 JAN. 2002	DATE:	17 JAN. 2002
SEC. 25 AND THE NORTH HALF OF SEC. 36			
TOWNSHIP 1 SOUTH, RANGE 1 WEST,			
BENTON COUNTY, MISSISSIPPI			
REVISION NUMBER			17 JAN. 2002