

CRP-1 (07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT	1. ST. & CO. CODE & ADMIN. LOCATION 21 059		2. SIGN-UP NUMBER 51
	3. CONTRACT NUMBER 11092A		4. ACRES FOR ENROLLMENT 18.20
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) DAVIESS COUNTY FARM SERVICE AGENCY 3100 ALVEY PARK DR W OWENSBORO, KY42303-2138	6. TRACT NUMBER 3116	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2018 TO: (MM-DD-YYYY) 09-30-2028	
	8. SIGNUP TYPE: Continuous		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (270) 684-9286			

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 175.00	10. Identification of CRP Land (See Page 2 for additional space)				
9B. Annual Contract Payment	\$ 3,185.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment	\$	3116	0006	CP21	3.90	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)		3116	0008	CP21	8.30	\$ 0.00
		3116	0009	CP21	6.00	\$ 0.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) J&S RENTALS, LLC 2430 J R MILLER BLVD OWENSBORO, KY42303-5538	(2) SHARE 100.00 %	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY owner	(5) DATE (MM-DD-YYYY) 05/05/2021
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
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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 the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. 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 to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA 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. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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.inlake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: *This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

1. DEFINITIONS

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

- A. **CRP contract or CRP-1** means the program documents including form CRP-1, the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. **Current agricultural market value** for offer evaluation purposes means the amount in dollars per acre as determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, and which is paid for dryland cropland at the time at which this contract is signed by the participant.
- C. **Vegetative cover** means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D. 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 contract, the participant, except in the case of persons qualifying solely as a tenant, certifies that such participant will control the land subject to the 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. Land otherwise eligible for the CRP shall not be eligible, except as agreed otherwise, in writing, by CCC, 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 or participates in such 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 annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.
- B. Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.


J & S Rentals, LLC

5/5/21
Date

B. CCC agrees:

- (1) To share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan as described herein, except that, in no case may the share of CCC 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 contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) To pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form 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 cost- share payments, incentive payments, and all annual rental 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. CONSERVATION PLAN

A. Subject to the approval of CCC, the Conservation Plan will include some or all of the following information and requirements:

- (1) The vegetative or water cover to be established on the CRP land;
- (2) A tree planting plan, developed in cooperation with the Forest Service, if trees are to be established as the vegetative cover on the CRP land;
- (3) A schedule of completion dates for establishment of the cover on the CRP land;
- (4) The level of environmental benefits which must be attained on the CRP land;
- (5) Any other practices required for the establishment or maintenance of the cover on the CRP land including weed, insect, pest, and other controls of undesirable species, 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 acreage will not be disturbed during the primary nesting season for wildlife as determined by CCC.
- (7) Management activities authorized by paragraph 6.

B. By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed on Form CRP-1.

6. MANAGEMENT ACTIVITIES

Subject to the approval of CCC, the Conservation Plan may include managed grazing or harvesting of the cover on the CRP land, including biomass, as necessary to avoid an adverse impact on surrounding land, as determined appropriate by CCC, taking into consideration the needs of the vegetative cover, wildlife concerns, and other factors. Managed grazing or harvesting may be conditioned on a reduction in CRP payments otherwise payable under this contract, as determined by CCC.

- C. The removal of an operator or tenant from the agreement 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 and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this 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 the 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. 268, 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 the 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 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 Form CRP-1 by, (2) the number of acres that are the subject of the CRP contract. 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 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.

12. CORRECTIONS

CCC reserves the right to correct all errors arising from entering data or computations in the contract.

13. TERMINATION OF CONTRACT; JOINT LIABILITY

If a participant fails to carry out the terms and conditions of this CRP contract but CCC determines that such failure does not warrant termination of this CRP contract, CCC may require such participant to refund, with interest, payments received under this CRP contract, or require the participant to accept such adjustments in the subsequent payment as are determined to be appropriate by CCC. Participants that sign the CRP-1 with zero percent interest in the annual rental payment shall not be held responsible for contract compliance.

- E. 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 the 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 the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.
- F. If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land 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 acreage;
 - (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.

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.

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NATURAL RESOURCES CONSERVATION SERVICE		COUNTY AND STATE		PROGRAM AND CONTRACT NUMBER		FUND CODE	
PARTICIPANT		DAVISS COUNTY, KENTUCKY					
HINES PROPERTIES LLC							
LAND UNITS OR LEGAL DESCRIPTION		WATERSHED		ACRES		EXPIRATION DATE	
Tract: 3116 Fields 6, 8, 9				18.2			

Contract Item 1 Riparian Herbaceous Cover (390)

CP-21 Riparian herbaceous cover will be established at the locations identified in the plan map or sketch by the guidance provided in the NRCS Riparian Herbaceous Cover (390) KY NRCS Job Sheet. If financial assistance is provided w/USDA funds for the completion of this practice, the maintenance lifespan is 5 years.

Fields: Tract: 3116 Fields: 6, 8, 9

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year													
					2018	2019	2020	2021	2022	2023	2024	2025	2026	2027-2028				
1	Riparian Herbaceous Cover (390)	18.2 ac	NC	\$0	18.2 ac													

Contract Item 2 Herbaceous Weed Treatment (315)

(CRP-Mid-Contract Management) Herbicide Application: Applicable CRP acreage will be managed and maintained according to the CRP Mid-Contract Management and Maintenance KY NRCS Job Sheet to be provided. Mid-Contract Management Activities must be completed by September 30th in the year that they are planned. If financial assistance is provided w/USDA or State Cost Share funds for the completion of this practice, the maintenance lifespan is 5 years.

Fields: Tract: 3116 Fields: 6, 8, 9

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year													
					2018	2019	2020	2021	2022	2023	2024	2025	2026	2027-2028				
2	Herbaceous Weed Treatment (315) (MCCS) Chemical Control - Mid Contract Management - Mowing + Herbicide (Limited by 2-CRP (Rev. 5) Policy	18.2 ac	\$100.00/Ac	50% AC		910												

Contract Item 3 Herbaceous Weed Treatment (315)

(CP-Mid-Contract Management) Herbicide Application: Applicable CRP acreage will be managed and maintained according to the attached CRP Mid-Contract Management and Maintenance Job Sheet. Mid-Contract Management Activities must be completed by September 30th in the year that they are planned.

Fields: Tract: 3116 Fields: 6, 8, 9

Contract Item	PLANNED CONSERVATION TREATMENT	Planned Amount	Unit Cost	Share Rate/Method	Completion Schedule and Estimated Cost Share or Payment by Year													
					2018	2019	2020	2021	2022	2023	2024	2025	2026	2027-2028				
3	Herbaceous Weed Treatment (315) (MCCS) Chemical Control - Mid Contract Management - Mowing + Herbicide (Limited by 2-CRP (Rev. 5) Policy	18.2 ac	\$100.00/Ac	50% AC								910						

PARTICIPANT HINES PROPERTIES, LLC		COUNTY AND STATE DAVISS COUNTY, KENTUCKY	PROGRAM AND CONTRACT NUMBER	FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 3116 Fields 6, 8, 9		WATERSHED	ACRES 18.2	EXPIRATION DATE

Contract Item 4 Upland Wildlife Habitat Management (645)

(CP-Operation and Maintenance)CRP Operation and Maintenance When Mid-Contract Management is Required: Applicable CRP acreage will be managed and maintained according to the attached CRP Mid-Contract Management and Maintenance Job Sheet for the contract life.

Fields: Tract: 3116 Fields: 6, 8, 9

Contract Item	Planned Amount	Unit Cost	Cost Share Rate/ Method	Completion Schedule and Estimated Cost Share or Payment by Year											
				2018	2019	2020	2021	2022	2023	2024	2025	2026	2027-2028		
4	18.2 ac	NC	\$0 NC	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac	18.2 ac

NATURAL RESOURCES CONSERVATION SERVICE

PARTICIPANT HINES PROPERTIES LLC	COUNTY AND STATE DAVISS COUNTY, KENTUCKY	PROGRAM AND CONTRACT NUMBER	FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 3116 Fields 6, 8, 9	WATERSHED	ACRES 18.2	EXPIRATION DATE

Year	Total Cost-Share or Payment by Year					Contract Payment	
	2018	2019	2020	2021	2022		2023
Amount(\$)	0	910	0	0	0	910	1820

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
 C. All cost share rates are based on average cost (AC) with the following exceptions:
 AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Certification of Participants

Signature HINES PROPERTIES LLC	Date 9-7-18	Signature Linda White	Date 9-7-18
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Signatures of Reviewing Officials

NRCS - Technical Adequacy Certification Signature	Date 9-21-2018	Approved by Conservation District Representative Signature	Date 9-21-18
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Farm Service Agency
Signature
Date

Dan Porter, CEO
CED
9-27-18

J's Rentals LLC 5/5/21

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 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 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 information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 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.

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), 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.) To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at www.ascr.usda.gov, or write to:

USDA Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW.

Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender. Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

CRP Mid-Contract Management CRP Program Job Sheet

This information is considered to be part of your Conservation Reserve Program (CRP) or Conservation Reserve Enhancement Program (CREP) contract. Refer to information on the CRP-1 form for the applicable contract period.

Normally, MCM activities are conducted between the 4th and 6th year of the contract. However, on land with existing cover, disturbance activities can begin as soon as technically feasible.

All required MCM practices must be completed by the end of year 6 of a 10 year contract and by the end of year 9 of a 15 year contract. No required MCM can occur during the last 3 years of a CRP contract, but there are options for additional voluntary management activities in this period.

This jobsheet describes the mid-contract management activity(s) that is required by your CRP or CREP contract. Check your Conservation Plan of Operations (CPO) to determine which years the mid-contract management activity(s) is scheduled. These management activities must be completed according to this jobsheet. Mid-contract management practices checked on the following pages apply to your contract.

MCM activities will not be conducted during the nesting season, which is May 15 - August 1st.

Strip Disking on CRP Acreage

This practice is planned in your CPO as (647) Early Successional Habitat Development/Management. It is available on CP1, CP2, CP9, CP4B, CP4D, CP-10, CP23/A, CP25, CP29, CP33 and CP22 when there is a grass component. It is prohibited on areas with shrubs. Note: If the pool cannot be drained on CP-9, CP-23, CP-23A disking is not applicable. For CP4B and CP4D, only areas planned to grass can be disked. For CP8A practices that are wider than 20 feet in width, strip disking is eligible.

The purpose of disturbance activities is to enhance the wildlife habitat value of the managed acres by increasing the amount of open ground and by encouraging a diverse forb/legume community. Forbs (any

broadleaf plant) and legumes in grasslands are beneficial to birds, insects such as butterflies, and other wildlife.

Strip Disking may be accompanied by other practices during the same year to achieve better results. (i.e. burning followed by disking, herbicide application and/or inter-seeding).

SPECIFICATIONS

Strip disking will be completed according to the following guidelines:

1. The CRP participant will conduct strip disking according to the schedule outlined on their CRP contract.
2. **Strip disking should not be conducted in concentrated flow areas, critical areas, or on other areas where gully formation is likely.** Disking should not occur within the first 20 feet of a practice that borders a water resource to avoid water quality resource concerns. Environmentally sensitive areas will be marked on the plan map to ensure mid-contract management activities are avoided on these areas; and/or filter/buffer strips will be left adjacent to all water bodies to maintain water quality. Disking of grassed waterways, riparian forest buffers, or areas planted to trees and/or shrubs, is not allowed.
3. Disking operations will be performed along field contours as nearly as practical. Strips should be parallel to brushy or woody escape cover when feasible. Avoid disking in low, wet areas.
4. Areas will be disked 2-4 inches deep, reducing plant residues on the soil surface to between 30-50%.
5. Disking should occur between October 1st and April 15th. For optimum quail benefits, disk between October 1st and December 31st. Note: Disking in the fall or winter on highly erosive sites may cause erosion to occur over the winter months.
6. The participant will conduct the strip disking option checked below as the required mid-contract management activity.

7. Chemically treat areas in advance of disturbance where noxious weeds, such as reed canarygrass, Canada thistle, Johnsongrass or other invasive species exist. This may reduce the potential for unintentional establishment of these species by disking.

Option 1 – Participant will disk $\frac{1}{2}$ of the field annually for two years. Strip disking of the field must be completed by disking strips that are a minimum of 20 feet to a maximum of 50 feet wide, then skipping an area equal to the disked area. During the second year, the strips that were not disked during the first year will be disked. This spacing will establish a pattern whereby the disked strips are separated by an equal width of un-disked strips. With this option, the same acreage in a field will not be disked more often than every 2nd year.

Option 2 – Participant will disk $\frac{1}{3}$ of the field annually for three years. Strip disking of the field must be completed by disking strips that are a minimum of 20 feet to a maximum of 50 feet wide, then skipping an area twice the width of the disked area. During the second year of disking, the next strip equal in size to the one disked the first year will be disked. The third and remaining strip will be disked during the third year. This spacing will establish a pattern whereby the disked strips are separated by two un-disked strips that are one and two years old. With this option, the same acreage in a field will not be disked more often than every 3rd year.

Option 3 - Participant will disk contract acres in blocks as prescribed by Kentucky Department of Fish and Wildlife (KDFWR) or NRCS personnel. Block disking may be conducted in halves or thirds within a 2-3 year time frame as described for strip-disking. However, no more than half of large fields should be disked in the same year. Small fields may be disked as single blocks when similar-sized, adjacent fields are left standing until the following year.

Option 4 - For disking of shallow water areas, disk the amount of the pool area that is scheduled on the Conservation Plan of Operation and as indicated on the attached plan map. The area should be disked to 30% or less residue. Disking may occur only once on the same area in a three year period. The participant is responsible for contacting and working with a KDFWR biologist, NRCS biologist, or wildlife TSP to determine when the disking should take place during the scheduled year.

Option 5 – For CP9, CP23 and CP23A, a participant may disk $\frac{1}{4}$, $\frac{1}{3}$, $\frac{1}{2}$, or all of the pool area in a given year. At a minimum, $\frac{1}{4}$ of the pool area can be disked around the 4th, 5th, or 6th, contract year. (Disking will not be scheduled on the same area more often than once in three years.) Work closely with a KDFWR or NRCS biologist or qualified wildlife TSP during the planning of this practice. Cost-share will be scheduled based on the acreage of area that is planned to be disked each year.

Inter-Seeding With Native Forbs on CRP Acreage

Inter-seeding is intended to add diversity to established plantings by adding additional species suitable for wildlife.

This practice is planned in your CPO as (327) Conservation Cover. It is available on CP1, CP2, CP4B, CP4D, CP10 CP25, CP-29, CP33, CP42 and CP22 when there is a grass area accompanying the woody planting.

SPECIFICATIONS

The following are specifications for inter-seeding with native forbs on CRP acreage:

1. Inter-seeding of native forbs can be done but only after an area has been strip disked, chemically treated, or burned.
2. The acreage planned for this practice should correspond to the acreage that is either being strip disked, chemically treated, or prescribe burned during a particular year.
3. Two pounds of at least four forbs will be inter seeded after strip disking, chemically treated, or prescribed burning occurs. The forbs should be seeded in the fall, winter, or spring after the prescribed burning or disking operation occurs. Table 1.
4. Inter-seeding forbs after establishment will be performed on the same acreage only once during life of the contract.

No-till drill or broadcast as above into existing vegetation or residues. Broadcasting relies on freeze/thaw cycles, rain and/or snow to incorporate the seed. This method does not include a seedbed preparation. This is most commonly used during the dormant seeding period. Forbs utilized to establish pollinator habitat should not rely solely on this method.

The forbs should be over-seeded in the fall, winter, or early spring after the prescribed burning, disking operation or herbicide application occurs. Optional mixes are shown in Table 1. Refer to the specification sheet for the recommended mix for your site.

Prescribed Burning on CRP Acreage

A written detailed prescribed burn plan must be prepared in advance of the scheduled prescribed burn by qualified personnel from the Kentucky Department of Fish and Wildlife Resources (KDFWR), The Nature Conservancy (TNC) or Technical Service Provider (TSP). Attached to your contract is the NRCS Prescribed Burn Information Sheet which provides general prescribed burning information and the contact information for KDFWR, TNC, or TSP that can develop your written detailed burn plan. See the contract support document to determine when the prescribed burn is scheduled. You are responsible for contacting either KDFWR or a TSP to develop the written detailed prescribed burn plan during the year prior to the scheduled prescribed burn. The participant will be responsible for adhering to the KDFWR, TNC or TSP burn plan and all local and state laws applicable to open burning in Kentucky.

This practice will be planned in your CPO as (338) Prescribed Burning. It is available on CP1, CP2, CP4B, CP4D, CP10, CP21, CP25, CP29, CP33 and CP42. Burning will not be used on acres where trees and/or shrubs are established. It is also available on CP22 only when there is an established grass component.

SPECIFICATIONS

The following are specifications for prescribed burning on CRP acreage:

- The participant will be responsible for contacting either KDFWR, TNC, or a TSP to develop a written detailed prescribed burn plan.
- Burning for native warm season grasses must take place outside the nesting season which is between May 15th and August 1st.
- Fields may be burned entirely in one year or can be burned in sections.
- Burning may be accompanied by other practices during the same year to achieve better results. (i.e. burning followed by disking, chemical application and/or inter-seeding).

Forest Thinning / Mid Story Removal & Forestry Management on CRP Acreage

This practice is planned in your CPO as (666) Forest Stand Improvement. This MCM activity may be applicable to CP3A re-enrollments, CP4D re-enrollments

This MCM may not be suitable for recently established practices and should be performed on more mature stands. Forest Stand Improvement will be done according to a Kentucky Division of Forestry (KDF) Forest Stewardship Plan and the Prescription Plan with input from a KDFWR biologist. **You are responsible for contacting a KDF forester and KDFWR biologist to develop your Forest Stewardship and prescription plans during the year prior to the scheduled practice application.**

Mid-story removal involves the selection and removal of certain woody species beneath the canopy that release more desirable wildlife trees and shrubs in the understory and canopy.


Forest thinning involves the removal of carefully selected forest trees that release desirable species from competition, increase diversity and increase wildlife use.

Woody Inter-Planting on CRP Acreage

This practice is planned in your CPO as (612) Tree/Shrub Establishment. This MCM activity may be applicable to CP3A, CP4D, CP22, CP25, CP31, and CP33.

Woody inter-planting may be appropriate to add diversity and quality to a planted stand. This MCM may not be suitable for recently established practices and should be performed on more mature stands. Forest Stand Improvement will be done according to a Kentucky Division of Forestry (KDF) Forest Stewardship Plan and the Prescription Plan with input from a KDFWR biologist. You are responsible for contacting a KDF forester and KDFWR biologist to develop your Forest Stewardship and prescription plans during the year prior to the scheduled practice application.

At least two species appropriate for the site and not currently existing should be established according to Table 2.

 Herbicide Application / Herbaceous Weed Control on CRP Acreage

This practice is planned in your CPO as (315) Herbaceous Weed Control. It is available for CP1, CP2, CP4B, CP4D, CP10, CP-25, CP-29, CP21, CP33, CP42 and CP22 when there is a grass component.

If herbicide application is selected as the mid-contract management activity it should be planned around the 5th or 6th year of the contract.

Herbicide applications must be made according to KDFWR or TSP recommendations. You are responsible for contacting one of the above technical assistance providers to develop site specific chemical application recommendations during the year prior to the scheduled application.

All herbicide applications must be made according to label requirements.

KDFWR or a qualified wildlife TSP may determine that the herbicide application needs to be later during the contract period or that another mid-contract management practice may be applied instead. If this is the case, NRCS, KDFWR or the qualified wildlife TSP will work with the participant and the local FSA office to make any required changes to the contract.

SPECIFICATIONS

Fields may be sprayed in strips as outlined under strip disking or whole field application.

Fields can be treated more than once during the contract lifespan.

Herbicide application may be accompanied by other practices during the same year to achieve better results. (i.e. burning followed by disking, chemical application and/or inter-seeding).

TABLE 1. MCM OPTIONAL FORBS FOR INTER-SEEDING

MIX #	COMMON NAME	SCIENTIFIC NAME	SEEDING RATE (PLS)	SELECTED MIX (X)
Mix 1	Partridge Pea	<i>Cassia fasciculata</i>	12.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	4.0 oz/ac	
	False Sunflower	<i>Heliopsis helianthoides</i>	8.0 oz/ac	
	Purple Coneflower	<i>Echinacea purpurea</i>	8.0 oz/ac	
Mix 2	Partridge Pea	<i>Cassia fasciculata</i>	14.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	7.0 oz/ac	
	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	
	Purple Coneflower	<i>Echinacea purpurea</i>	10.0 oz/ac	
Mix 3	Partridge Pea	<i>Cassia fasciculata</i>	12.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	5.0 oz/ac	
	Roundhead Lespedeza	<i>Lespedeza capitata</i>	6.0 oz/ac	
	False Sunflower	<i>Heliopsis helianthoides</i>	9.0 oz/ac	
Mix 4	Partridge Pea	<i>Cassia fasciculata</i>	16.0 oz/ac	<input type="checkbox"/>
	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	
	Roundhead Lespedeza	<i>Lespedeza capitata</i>	6.0 oz/ac	
	False Sunflower	<i>Heliopsis helianthoides</i>	9.0 oz/ac	
Mix 5	Partridge Pea	<i>Cassia fasciculata</i>	16.0 oz/ac	<input type="checkbox"/>
	Greyheaded Coneflower	<i>Ratibida pinnata</i>	3.0 oz/ac	
	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	
	Purple Coneflower	<i>Echinacea purpurea</i>	12.0 oz/ac	
Mix 6	Spiked Blazing Star	<i>Liatris spicata</i>	10.0 oz/ac	<input type="checkbox"/>
	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	
	Greyheaded Coneflower	<i>Ratibida pinnata</i>	4.0 oz/ac	
	Purple Coneflower	<i>Echinacea purpurea</i>	17.0 oz/ac	
Mix 7*	New England Aster	<i>Aster novae-angliae</i>	1.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	7.0 oz/ac	
	Spiked Blazing Star	<i>Liatris spicata</i>	8.0 oz/ac	
	Swamp Milkweed	<i>Asclepias incarnata</i>	16.0 oz/ac	
Mix 8*	Partridge Pea	<i>Cassia fasciculata</i>	14.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	6.0 oz/ac	
	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	
	False Sunflower	<i>Heliopsis helianthoides</i>	11.0 oz/ac	
Mix 9*	Partridge Pea	<i>Cassia fasciculata</i>	12.0 oz/ac	<input type="checkbox"/>
	Illinois Bundleflower	<i>Desmanthus illinoensis</i>	5.0 oz/ac	
	False Sunflower	<i>Heliopsis helianthoides</i>	8.0 oz/ac	
	Showy Tickseed	<i>Bidens aristosa</i>	7.0 oz/ac	
Mix 10	Blackeyed Susan	<i>Rudbeckia hirta</i>	1.0 oz/ac	<input type="checkbox"/>
	False Sunflower	<i>Heliopsis helianthoides</i>	14.0 oz/ac	
	Greyheaded Coneflower	<i>Ratibida pinnata</i>	4.0 oz/ac	
	Purple Coneflower	<i>Echinacea purpurea</i>	13.0 oz/ac	

TABLE 2. MCM OPTIONAL WOODY SPECIES INTER-PLANTING

Hardwood Species		Rate/Spacing	Shrubs Species		Rate/Spacing
northern red oak	<input type="checkbox"/>		black and red chokeberry	<input type="checkbox"/>	
southern red oak	<input type="checkbox"/>		viburnum (native species)	<input type="checkbox"/>	
cherrybark oak	<input type="checkbox"/>		gray and silky dogwood	<input type="checkbox"/>	
pin oak	<input type="checkbox"/>		elderberry	<input type="checkbox"/>	
willow oak	<input type="checkbox"/>		mulberry*	<input type="checkbox"/>	
water oak	<input type="checkbox"/>		sumac (native species)	<input type="checkbox"/>	
black oak	<input type="checkbox"/>		rough leaf dogwood	<input type="checkbox"/>	
black walnut	<input type="checkbox"/>		spicebush	<input type="checkbox"/>	
white walnut*	<input type="checkbox"/>		buttonbush	<input type="checkbox"/>	
shagbark hickory	<input type="checkbox"/>		hazelnut*	<input type="checkbox"/>	
shellbark hickory	<input type="checkbox"/>		wild plum	<input type="checkbox"/>	
pecan	<input type="checkbox"/>		paw-paw	<input type="checkbox"/>	
swamp chestnut oak	<input type="checkbox"/>		redbud	<input type="checkbox"/>	
overcup oak	<input type="checkbox"/>		flowering dogwood	<input type="checkbox"/>	
chestnut oak*	<input type="checkbox"/>		serviceberry	<input type="checkbox"/>	
white oak	<input type="checkbox"/>		native hawthorn	<input type="checkbox"/>	
chinquapin oak	<input type="checkbox"/>		<i>Shrubs may be utilized under power lines and rights of way.</i>		
nuttall oak	<input type="checkbox"/>				
shumard oak	<input type="checkbox"/>				
bur oak	<input type="checkbox"/>				
swamp white oak	<input type="checkbox"/>				
bald cypress	<input type="checkbox"/>				
yellow poplar	<input type="checkbox"/>				
ash (blue, green, white)	<input type="checkbox"/>				
sourwood*	<input type="checkbox"/>				
persimmon	<input type="checkbox"/>				

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CRP Re-Enrollments Specification Sheet

Landowner:			County:		
Farm:	Tract:	Field(s):	Acres:	Date:	
Applicable Practice:					

NO ACTION REQUIRED

No Actions Required - If this box is checked, the current condition of the CRP practice meets the purpose of standards and CRP requirements. As long as the identified maintenance activities are carried out, the practice is expected to remain functional for the life of the contract.

REQUIRED ACTIONS – minor repairs

Items To Check	Observations & Reasons For Issues	Required Actions By The Participant	Normal Wear & Tear?
<input type="checkbox"/> Vegetative Cover			N/A
<input type="checkbox"/> Planned Width			
<input type="checkbox"/> Grass/Forb/Tree Condition			
<input type="checkbox"/> Herbaceous Weed Issues			
<input type="checkbox"/> Woody Vegetation Issues			
Grade Stabilization Structures			
Erosion (sheet and rill or gully)			
Other			

Minor Required Actions

Minor Repairs must be completed within 1 year of contract approval.
Your Contract Approval Date is: _____

Fill to repair drainage tile, ruts and/or minor erosion.

Fill the gully/rill to the top of the existing ground level with **stone** according to the attached specifications.

Fill the gully/rill to the top of the existing ground, level and re-seed according to the attached specifications.

Vegetation Re-establishment: See the attached reseeding specifications for details.

see reverse