



## ACEP-ALE Landowner Application Guide

Thank you for your interest in ACEP Agricultural Land Easements (ALE). To ensure we receive a complete application, you will need to work with your sponsoring entity to complete the necessary steps to apply. To help with this process, attached is the ACEP-ALE application checklist as well as the NRCS minimum deed terms for your reference. Below are a list of items that will require your input and/or completion. Please submit all material to the sponsoring entity and they will include it with the application to NRCS.

- NRCS-CPA-41A Parcel Sheet for Entity Application for an Agricultural Land Easement (ALE)
  - This form requests information from both the landowner and entity; please work with entity to complete.
- Proof of ownership (recorded deed) and legal description; fully executed purchase agreement is also acceptable.
- Landowner(s) listed on the deed must establish records with the local Farm Service Agency office ([location of FSA offices in Florida](#)). Required forms include the: AGI (CCC-941) and HEL/WC (AD-1026). If the parcel is owned by an entity (e.g. LLC, Inc., etc.), submit the Member's Information form (CCC-901) and AGI and HEL/WC forms for all members.
- The entity may ask you to complete additional items under the section 'Parcel Information' of the ACEP-ALE application checklist. Please work with them to determine what you are required to provide. Here are some helpful resources for this section:
  - [Google Earth](#): create maps that show ALE parcel and total property boundary, parcel access, proximity to local markets or urban areas. Calculate acreages of grassland/rangeland and historical/archaeological sites proposed to be protected.
  - [Web Soil Survey](#): determine acreage of prime, unique, or statewide and locally important soil (see below for procedure)
- Ownership of subsurface mineral rights (if applicable): provide narrative on checklist and documentation if available.
- Articles of Incorporation or By-Laws if landowner is an entity
- Written pending offer must be signed by landowner or other authorized representative (for the latter, signature authority must be provided)

If you have any questions, please contact Nina Bhattacharyya, ACEP-ALE Coordinator at 352-338-9554, [nina.bhattacharyya@fl.usda.gov](mailto:nina.bhattacharyya@fl.usda.gov).

### Attachments:

- A. ACEP-ALE Application Checklist
- B. NRCS ACEP-ALE Minimum Deed Terms
- C. NRCS-CPA-41A Parcel Sheet for Entity Application for an Agricultural Land Easement
- D. AGI (CCC-941)

- E. HEL/WC (AD-1026)
- F. Member's Information form (CCC-901)

Web Soil Survey Procedure (calculate prime and unique farmland)

1. The site is [Web Soil Survey](#)
2. Select 'Start WSS'
3. Locate the site by entering the full address (under 'Quick Navigation' tab on the left).
4. Select the 'AOI' (area of interest) button at the top and draw property boundary (If your property is not a perfect rectangle, I recommend selecting the 'AOI' button with a polygon)
5. Once the boundary is drawn, select the 'Soil Data Explorer' tab at the top of the page and then 'Soil Reports'; it will give you a number of choices on the left.
6. Select 'Land Classifications', then 'Prime and other Important Farmlands'.
7. Select 'View Soil Report' and it will display the map unit name and whether it is prime or unique farmland
8. Click 'Printable Version' at the top of the page to create a PDF map and chart of farmland classification types



## ACEP-ALE Application Checklist

### Required Forms:

- [NRCS-CPA-41](#) Entity Application for Agricultural Land Easement (ALE) Agreement
- [NRCS-CPA-41A](#) Parcel Sheet for Entity Application for an Agricultural Land Easement (ALE) Agreement
  - ❖ Required for each parcel submitted with the Entity application
- [SF-424](#) Application for Federal Assistance
- [SF-424A](#) Budget Information for Non-Construction Programs
- [SF-424B](#) Assurances Non-Construction Programs
- [AD-3030](#) Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants (does not apply to state or local governments)
- [AD-3031](#) Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (does not apply to state or local governments)
- Certification Regarding Lobbying (see attached)
- [SF-LLL](#) Disclosure of Lobbying

### Entity Information:

- Documentation on commitment to long-term conservation of agricultural lands through the use of voluntary conservation easements that protect farm or ranch lands from conversion to non-agricultural uses.
    - ❖ State or local government statute or ordinance, OR
    - ❖ non-governmental organization mission statement
  - Documentation on entity's capability and record of acquiring, holding, managing and enforcing conservation easements.
    - ❖ This must include a citation to the State conservation easement enabling statute that the entity will rely on to acquire the agricultural land easements.
    - ❖ If the entity is a State, local, or Tribal government, then this must include a citation to the entity's statutory authority to acquire conservation easements consistent with the purposes of ACEP-ALE.
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- Document the entity capacity to monitor and enforce the agricultural land easements.



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- ❖ Number of easements held and managed: \_\_\_\_\_
- ❖ Number of acres held and managed: \_\_\_\_\_
- ❖ Current staff available: \_\_\_\_\_

Document that at the time of application the eligible entity has the required funds available for each parcel

- ❖ State or local government appropriation or statement from non-government organization that funds are available (required for each entity contributing funds)

Provide evidence of current registration in [DUNS](#) and [SAM](#) for each holding and co-holding eligible entity.

Establish records in the Service Center Information Management System (SCIMS) at the Farm Service Agency

Include a copy of the written pending offer for each parcel (include landowner signature for acceptance of offer)

### **Parcel Information:**

Proof of ownership (most recent recorded deed) and legal description. A fully executed purchase agreement is also acceptable.

Landowner(s) listed on the deed must establish records in the Service Center Information Management System (SCIMS) at the local Farm Service Agency office: submit AGI ([CCC-941](#)) and HEL/WC ([AD-1026](#)). If landowner is an entity, submit Member's Information form ([CCC-901](#)) and AGI and HEL/WC for all members.

Evidence and map of legal and physical access to the parcel.

Aerial map including ALE parcel boundaries and total parcel owned by landowner

A map showing each of the following that are applicable:

- ❖ The location and acres of the prime, unique, or statewide and locally important soil in each parcel
- ❖ The location and acres of lands where grazing uses and related conservation values would be protected
- ❖ The location and acres of grasslands of special environmental significance
- ❖ The location, number, and acreage of historical or archaeological sites proposed to be protected

A map showing the location of other protected land in relation to parcel, if applicable.

If the presence of historical or archeological sites is the basis for land eligibility, a brief description of the site's significance and documentation of the site's formal listing on the National, Tribal, or State register or eligibility for listing in the National register must be included in the application. NRCS State office will review this documentation to determine the entity's ability to manage and enforce the easement for historic preservation purposes (attach additional pages if necessary with title 'Land Eligibility-Historical or Archaeological Resources').

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A narrative description of how the protection of the parcel will further a State or local policy consistent with ACEP, if this is the basis for the parcel's land eligibility (attach additional pages if necessary and title 'Land Eligibility-State or Local Policy').

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Narrative statement or map showing the parcel's accessibility to agricultural markets.

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Narrative statement or map showing the parcel's access to existing agricultural infrastructure, on- and off-farm, and other support systems.

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Narrative statement or map showing the threat of conversion or fragmentation (either from non-agricultural development or cropland conversion of grassland) for each parcel.

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Ownership of subsurface mineral rights and any required water rights for each parcel.

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Copies of any phase I environmental site assessments, if available (attach title page and executive summary only).

Copies of appraisal reports or title reports for the parcel, if available (attach appraisal summary section only).

Landowner Signature Authority Documents (e.g. Articles of Incorporation, By-Laws, etc.)

AGRICULTURAL CONSERVATION EASEMENT PROGRAM  
AGRICULTURAL LAND EASEMENT  
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

1) When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being inserted directly into an Agricultural Land Easement deed, this paragraph will be inserted at the bottom of the ACEP funded Agricultural Land Easement deed:

This Agricultural Land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT \_\_\_\_ is attached hereto and incorporated herein by reference and will run with the land [**SELECT ONE:** *in perpetuity* **OR** *for the maximum duration allowed under applicable State laws*]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT \_\_\_\_ (legal description or survey) is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in EXHIBIT \_\_\_\_ that is appended to and made a part of this easement deed.

2) When these terms are being inserted directly into an Agricultural Land Easement deed the following will be included in the deed's introductory paragraph and recitals:

**[Include in introductory paragraph after Grantor and Grantee:]**

and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

**[Include in Recitals:]**

This [**INSERT DEFINED TERM FOR EASEMENT DEED**] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [**SELECT ONE:** *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of* **OR** *protecting grazing uses and related conservation values by restoring and conserving*] the Protected Property.

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

3) A fully executed copy of the Exhibit below must be attached to the ACEP funded Agricultural Land Easement deed at the time of closing and recordation or, with NRCS approval, the Section I and II terms below must be incorporated into the body of the Eligible Entity's Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting as needed, the defined term for the Parcel instead of "Protected Property".

**EXHIBIT \_\_\_\_\_**

**MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS**

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit \_\_\_\_\_, hereafter referred to as “the Protected Property”, for the purpose of [**SELECT ONE:** *protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of* **OR** *protecting grazing uses and related conservation values by restoring and conserving*] the Protected Property.

The [**LANDOWNER NAMES**] (collectively Grantor), the [**ELIGIBLE ENTITY NAMES**] (collectively Grantee), and the **United States of America** (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee to [**SELECT ONE:** *protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of* **OR** *protect grazing uses and related conservation values by restoring and conserving*] the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [**SELECT ONE:** *appended to this easement deed* **OR** *maintained in the files of the Grantee*].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between the ALE and this Exhibit. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control; provided however, if other sections of the ALE have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive to the rights of the Grantor than Section I Paragraph 4 and 5 and Section II then Section I Paragraph 4 and 5 and Section II will control.

**SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS**

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

- 1. Agricultural Land Easement Plan.** As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan, as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

**2. Limitation on Impervious Surfaces.** Impervious surfaces will not exceed [**Insert approved impervious surface percentage**] [*Note: if greater than 2 percent, a written waiver from the Chief of NRCS or authorized designee (Chief of NRCS) is required*], of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

***Include the following if limited subdivision is allowed below:*** [In the event the Protected Property is subdivided as provided for in Section I, Paragraph (3)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.]

**3. Limitations on Nonagricultural Uses.** Any activities inconsistent with the purposes of the ALE are prohibited. [*Note: The term "ALE grassland enrollments" refers to both general ALE grazing uses enrollments or ALE Grassland of Special Environmental Significance enrollments (GSS).*] [**Also include the following sentence for ALE grassland enrollments:** *The provisions of this ALE limit the types of agricultural operations that can occur on the Protected Property to those that restore or conserve grassland, and protect grazing uses, and related conservation values*]. The following activities are inconsistent with the purposes of ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – [**Select Option 1, 2, or 3.**]

**[Option 1]** Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited [**Where required by State law the following may be inserted:** *except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property*]. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the Protected Property.

**[Option 2]** The Protected Property must not be divided or subdivided into, or separately conveyed as, more than \_\_\_\_\_ farm or ranch parcels (\_\_\_\_\_ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT \_\_\_\_, which is appended to and

made a part of this ALE. To protect the [**SELECT ONE:** *agricultural use and future agricultural viability* **OR** *the grassland, grazing uses*], and related conservation values of the Protected Property, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS or authorized designee of the Chief of NRCS. Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

**[Option 3]** The Protected Property must not be divided or subdivided into, or separately conveyed as, more than \_\_\_\_ farm or ranch parcels (\_\_\_\_ divisions allowed). To protect the [**SELECT ONE:** *agricultural use and future agricultural viability* **OR** *the grassland, grazing uses*], and related conservation values of the Protected Property, the boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS or the authorized designee of the Chief of NRCS before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;
2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the Protected Property farm or ranch parcels will move the land from one agricultural operation to another; and
3. The Chief of NRCS determines that the—

a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

b. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

- (i) agricultural production and related uses conducted as described in the ALE Plan;
- (ii) the sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Easement;
- (iii) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related conservation values of the Protected Property herein protected;

(iv) commercial enterprises related to agriculture or forestry including but not limited to **[Select those consistent with ALE purposes for the Protected Property: agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and farm wineries.]** **[For properties that contain historical or archaeological resources the following may be inserted: Commercial enterprise activities related to interpretation of the Protected Property's historic or archaeological resources.]**

(v) small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(C) *Construction on the Protected Property* – All new structures and improvements must be located within the Building Envelopes, containing approximately \_\_\_\_\_ acres and described in EXHIBIT \_\_\_\_\_, which is appended to and made a part of the ALE.

**[Include the following subparagraph if future building envelope adjustments may be considered:** The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the **[SELECT ONE: agricultural use and future viability OR the grassland, grazing uses]**, and related conservation values of the Protected Property.]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph (4)(C)** that neither individually nor collectively have an adverse impact on the **[SELECT ONE: agricultural use and future viability OR grassland, grazing uses]** and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural structures are consistent with the ALE Plan described Section I, Paragraph 1.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. **[The preceding sentence must be struck for ALE grassland enrollments].**

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. **[For ALE grassland enrollments replace the preceding sentence with: Fences may be maintained and replaced and new fences installed only in accordance with the ALE Plan and consistent with grassland species management requirements.]**

(D) *Granting of easements for utilities and roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact **[SELECT ONE: the agricultural**

*use and future viability OR the protection of the grazing uses, grassland conservation value*], and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (i) dam construction in accordance with an ALE plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation;
- (ii) erosion and sediment control pursuant to a plan approved by the Grantee;
- (iii) soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement; or
- (iv) [**SELECT ONE:** *Agricultural activities OR Grazing uses or grassland restoration and conservation activities*] conducted in accordance with the ALE Plan.

(F) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited. [**Include the following subparagraph if a limited allowance for agricultural purposes may be authorized:** *Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property is allowed where the extraction of materials used for such agricultural operations is limited, localized, and small with a defined area and acreage identified in EXHIBIT \_\_\_\_\_ and does not harm the conservation values or the agricultural uses of the Protected Property.*]

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this paragraph (F).

**The following may be inserted to qualify the above if Grantee chooses to allow oil and gas exploration and extraction as an alternative to a complete prohibition on oil or gas exploration and extraction on the Parcel – Beginning of Optional Additional Oil and Gas Language:** *Oil and gas exploration and extraction on the Protected Property is allowed in accordance with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate that such exploration and extraction of oil and gas is—*

- (i) not accomplished by any surface mining method;*

*(ii) accomplished by a method of extraction, production, and transport that has no more than a limited and localized impact that does not harm the agricultural use or conservation values of the Protected Property;*

*(iii) within the impervious surface limits of the ALE; and*

*(iv) subject to a plan that includes provisions for oil and gas exploration and extraction.*

*Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this Deed and will incorporate by reference this Deed.*

*Impervious surfaces as defined in [Insert Citation to Impervious Surface Limitation] of this Easement will include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses allowed by this paragraph. **End of Alternate Oil and Gas Language***

**[Include the following paragraph for ALE Grassland Enrollments: (G) Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited.]**

**4. Preserving Agricultural Uses.** The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property, ALE Plan and ALE purposes, and do not violate Federal laws, including Federal drug laws. **[The preceding sentence must be struck for ALE grassland enrollments.]** No uses will be allowed that decrease the ALE's protection for **[SELECT ONE: the agricultural use and future viability, and related conservation values OR the grazing uses and related conservation values or adversely impact the restoration or conservation of the grassland, and related conservation values]** of the Protected Property. Allowed uses of the Protected Property include, the specific uses allowed in Section I, Paragraph (3)(B) (i)-(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of **[SELECT ONE: agricultural crops and livestock OR livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values]** is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains 40 contiguous acres of forest or 20 percent of the Protected Property is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed

noncommercial activities: (i) cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

**[Include the following paragraph any time the property is in grassland use, an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species:** (D) *Grassland Uses of the Protected Property* – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this ALE. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified in the ALE Plan. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth within the ALE Plan for the Protected Property that has been approved by Grantor, Grantee, and NRCS.]

**[Include the following paragraph if Land Eligibility is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources:**

*5. Historic or Archaeological Resources. Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior's Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee's prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in The Secretary of The Department of the Interior's Standards for the Treatment of Historic Properties.]*

## **SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS**

**1. United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

**2. General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental 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 Protected Property.

Grantor must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental 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 United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

**3. Environmental Warranty.** Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further

warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, 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, 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 that may pose a present or potential hazard to human health or the environment.

**4. Extinguishment, Termination, and Condemnation.** The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is \_\_\_\_\_ percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The

appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, \_\_\_\_\_ percent of the Proportionate Share; and (b) to the United States \_\_\_\_\_ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

**5. Amendment.** This ALE may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void

**PARCEL SHEET for  
 ENTITY APPLICATION for an AGRICULTURAL LAND EASEMENT (ALE) AGREEMENT**

This is a parcel sheet for an Entity Application for an Agricultural Land Easement (ALE) Agreement through the: (Select ONE) <input type="checkbox"/> Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) <input type="checkbox"/> Regional Conservation Partnership Program (RCPP) – ACEP-ALE	
Parcel <sup>i</sup> Landowner <sup>ii</sup> Name (as stated on source deed):	Attached to NEST Entity Application Number: AGENCY USE
	NEST Parcel Number: AGENCY USE
Parcel Street Address:	
Entity Name:	Entity DUNS Number:
Entity Email:	Entity Telephone:
Land Eligibility Category for Parcel (Select One): <input type="checkbox"/> Has prime, unique, or other productive soil. Percent of parcel that is prime, unique, or other productive soil: <input type="checkbox"/> Contains historical or archaeological resources <input type="checkbox"/> Protects grazing uses and related conservation values <input type="checkbox"/> Furthers a State or local government policy consistent with the purposes of the ACEP. Cite the State or local government policy consistent with the ACEP: _____	Entity TIN:
	Application Date:
Is this an application for a Grassland of Special Environmental Significance (GSS) ALE Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Parcel Offered Acres:	Parcel Longitude and Latitude:

1.  Yes  No Do all landowners have farm records established with the appropriate USDA Service Center Agency?

*If no, they must be established for each landowner with the appropriate USDA Service Center Agency prior to submitting this application.*

2. What evidence of landownership are you providing?

- Property Deed
- Current Written Purchase Agreement

*Attach the Property Deed or Written Purchase Agreement to this Parcel Sheet.*

3. Is the land owned by an (check all that apply):

Individual

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

**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

Entity (Corporation, Limited Liability Company, Partnership, Trust, etc.)

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

**Name:** \_\_\_\_\_ **Tax Number:** \_\_\_\_\_

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

4. **The land offered<sup>iii</sup> under this parcel sheet is (select one):**

- Private Land**
- Tribal, Allotted, Ceded, or Indian Land**

5. **Is the land being offered for enrollment (select all that apply):**

- Cropland**                       **Rangeland**                       **Pastureland**
- Grassland or land that contains forbs**
- Shrubland for which grazing is the predominant use**
- Located in an area that has been historically dominated by grass land, forbs, or shrubs and could provide habitat for animal or plant populations of significant ecological value**
- Nonindustrial private forest land that contributes to the economic viability of an offered parcel or serves as a buffer to protect such land from development.**

Identify percent:

6.  **Yes**    **No** **Is this parcel subject to a written pending offer<sup>iv</sup> signed by the eligible entity for purchase of an agricultural land easement<sup>v</sup> by an eligible entity?**

*Attach the pending offer for purchase of an agricultural land easement to this Parcel Sheet.*

7.  **Yes**    **No** **Is any portion of the parcel subject to an easement or deed restriction which provides similar protection as would be provided by enrollment in ACEP-ALE?**

8.  **Yes**    **No** **Is there any portion of the Parcel where the purposes of ACEP would be undermined due to on-site or off-site conditions, such as risk of hazardous substances, proposed or existing rights of way, infrastructure development, or adjacent land uses?**

9.  **Yes**    **No** **Is the entire parcel accessible from a public road or is there sufficient legal access to the entire parcel? Sufficient legal access is an insurable unconditional and transferable legal right of recorded access for the term of the easement.**

*Attach map showing access from a public road or evidence of sufficient legal access.*

10. **Complete the below table for this parcel:**

*These values may be estimates; subject to the final values, being determined by an NRCS approved appraisal report.*

A. Estimated Fair Market Value of this ALE	\$
B. Estimated Entity Non-Federal Cash Contribution to this ALE (excluding landowner donation)	\$
C. Requested Federal Share for this ALE	\$
D. Estimated Purchase Price <sup>vi</sup> of this ALE (D = B + C)	\$
E. Estimated Landowner Donation for this ALE <sup>vii</sup> (E = A – D)	\$

11. **Do the landowners of this parcel meet the criteria for any of the following categories? Check all that apply.**

- Limited Resource Farmer or Rancher<sup>viii</sup>**
- Beginning Farmer or Rancher<sup>ix</sup>**
- Socially Disadvantaged Farmer or Rancher<sup>x</sup>**
- Veteran Farmer or Rancher<sup>xi</sup>**

**Not Applicable**

*A landowner may self-certify if they meet the requirements for these categories. Definitions are provided below. For more information please go to this website: <http://www.lftool.sc.egov.usda.gov/>*

The Entity and Landowner agree to participate in the Agricultural Land Easement component of the Agricultural Conservation Easement Program if NRCS accepts the offered application. However, nothing in this application obligates the United States or the Entity to purchase all or any of the Agricultural Land Easements listed on the Parcel Sheets attached to this application. The undersigned Entity shall hereafter be referred to as the "Participants" and Landowners shall hereafter be referred to as "Landowners." The Participants and Landowners understand that unless an Entity is Certified by NRCS, acquiring an Agricultural Land Easement prior to approval of the Agricultural Land Easement deed, appraisal, and title causes the Agricultural Land Easement be ineligible for ACEP financial assistance. An Entity may only be Certified by the Chief of NRCS.

The Participants and Landowners acknowledge that highly erodible land conservation/wetland conservation, adjusted gross income certifications, and member information for all landowners are on file with the appropriate USDA Service Center Agency.

It is the responsibility of the Participants to provide accurate data to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

All Participants or landowners that certify that the landowner of a parcel meet eligibility as a Limited Resource Farmer or Rancher, Beginning Farmer 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 and landowners to provide accurate data to support all items addressed in this application at the request of NRCS. False certifications are subject to criminal and civil fraud statutes.

**Entity Initial**

12.  - I certify that the Entity has its own cash resources to provide the Estimated Entity Non-Federal Cash Contribution to this ALE stated in 10.B. above.
13.  - I, Entity, have provided Landowner a copy of the United States Secretary of Agriculture's required minimum deed terms and conditions for an Agricultural Land Easement.

<b>Signature of Authorized Entity Representative</b>	<b>Date</b>
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**Landowner Initial**

14.  - I, Landowner, have received a copy of the United States Secretary of Agriculture's required minimum deed terms and conditions for an Agricultural Land Easement.

<b>Signature of Authorized Landowner Representative</b>	<b>Date</b>
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**NONDISCRIMINATION 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](http://www.ascr.usda.gov), or write to:

USDA  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, S.W.  
Washington, D.C. 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).

#### PRIVACY ACT STATEMENT

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

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

i **Parcel** means a farm or ranch submitted for consideration for funding under ACEP-ALE.

ii **Landowner** means a person, legal entity, or Indian Tribe having legal ownership of land and those who may be buying eligible land under a purchase agreement. The term landowner may include all forms of collective ownership including joint tenants, tenants-in-common, and life tenants. State governments, local governments, and nongovernmental organizations that qualify as eligible entities are not eligible as landowners.

iii The Secretary may not use ACEP funds for the purposes of acquiring an easement on lands owned by an agency of the United States, other than land held in trust for Indian tribes; and lands owned in fee title by a State, including an agency or a subdivision of a State, or a unit of local government. Such lands are ineligible for ACEP.

iv **Pending offer** means a written bid, contract, or option extended to a landowner by an eligible entity to acquire a conservation easement before the legal title to these rights has been conveyed for the purpose of limiting non-agricultural uses of the land.

v **Agricultural Land Easement** means an easement or other interest in eligible land that:

- is conveyed for the purpose of protecting natural resources and the agricultural nature of the land; and
- permits the landowner the right to continue agricultural production and related uses subject to an agricultural land easement plan, as approved by the Secretary of Agriculture.

vi **Purchase price** means the appraised fair market value of the easement minus the landowner donation.

vii Landowners shall not donate any part of Federal Share or Non-Federal Cash Contribution back to the entity.

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

- 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: <http://www.lrfstool.sc.egov.usda.gov/>

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ix **Beginning Farmer or Rancher** – The term “Beginning Farmer or Rancher” means a participant or landowner 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.

x **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.

xi **Veteran Farmer or Rancher** -- The term “veteran farmer or rancher” means a farmer or rancher who served in the active military, naval, or air service, and who was discharged or released from the service under conditions other than dishonorable. 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.

This form is available electronically.

<b>CCC-941</b> (03-28-14)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation	<b>1. Return completed form to:</b>  <i>(Name and address of FSA county office or USDA Service Center)</i>
<b>AVERAGE ADJUSTED GROSS INCOME (AGI) CERTIFICATION AND CONSENT TO DISCLOSURE OF TAX INFORMATION</b> <i>Agricultural Act of 2014</i>		

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1400, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (Pub. L. 99-198), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility for program benefits. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F - Administration). **PLEASE RETURN COMPLETED FORM TO FSA AT THE ABOVE ADDRESS.**

<b>2. Name and Address of Individual or Legal Entity (Including Zip Code)</b>  <i>(Use the same name and address as used for the tax return specified in Part B.)</i>	<b>3. Taxpayer Identification Number (TIN) (Social Security Number for Individual; or Employer Identification Number for Legal Entity)</b>
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**PART A - CERTIFICATION OF AVERAGE ADJUSTED GROSS INCOME**

**4. The program year for payment eligibility**

**A. 20\_\_** Enter the year for which program benefits are requested. The period for calculation of the average AGI will be of the three taxable years preceding the most immediately preceding complete taxable year for which benefits are requested. For example, the 3-year period for the calculation of the average AGI for 2014 would be the taxable years of 2012, 2011 and 2010.

**5. I certify that the average adjusted gross income of the individual or legal entity in Item 2 (for the year included in Item 4) was:**

**A.  Less than (or equal to) \$900,000**

**B.  More than \$900,000**

**PART B - CONSENT TO DISCLOSURE OF TAX INFORMATION**

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

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

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

Specially, the IRS will disclose to the USDA the individual's or legal entity's name and TIN, and inform the USDA if, pursuant to its calculations, the average Adjusted Gross Income (AGI) is above or below eligibility requirements as prescribed by the Agricultural Act of 2014. The IRS will also disclose to the USDA the type of return from which the information used for the calculations was obtained.

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

**An approved Power of Attorney (Form FSA-211) on file with USDA cannot be used as evidence of signature authority when completing this form.**

**By signing this form:**

- I acknowledge that I have read and reviewed all definitions and requirements on Page 2 of this form;
- I certify that all information contained within this certification is true and correct; and is consistent with the tax returns filed with the IRS;
- I agree to authorize CCC to obtain tax data from the IRS for AGI compliance verification purposes by filing this form;
- I am aware that without this consent to disclosure, the returns and return information of the individual or legal entity identified in Item 2 are confidential and are protected by law under the Internal Revenue Code;
- I certify that I am authorized under applicable state law to execute this consent on behalf of the legal entity identified in Item 2 (for legal entity only).

<b>6. Signature (By)</b>	<b>7. Title/Relationship of the Individual if Signing in a Representative Capacity for a legal entity</b>	<b>8. Date (MM-DD-YYYY)</b>
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The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis 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 TARGETCenter 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.

**GENERAL INFORMATION ON AVERAGE ADJUSTED GROSS INCOME – PART A**

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

**Adjusted Gross Income** is the individual's or legal entity's IRS-reported adjusted gross income consisting of both farm and nonfarm income. A three year average of that income will be computed for the three years of the relevant base period identified on the first page of this form to determine eligibility for the applicable program year. Individuals or legal entities with average **adjusted gross income** greater than \$900,000 shall be ineligible for all payments and benefits under the commodity, price support, disaster assistance, and conservation programs.

**HOW TO DETERMINE ADJUSTED GROSS INCOME (AGI)**

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

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

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

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

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

**HOW TO DETERMINE AVERAGE ADJUSTED GROSS INCOME**

The period for calculation of the average AGI will be of the three taxable years preceding the most immediately preceding complete taxable year for which benefits are requested. Use this table for applicable years to be used in determining average AGI.

IF the crop year is...	THEN... Average AGI will be based on the following years...
2014	2012, 2011, and 2010
2015	2013, 2012, and 2011
2016	2014, 2013, and 2012
2017	2015, 2014, and 2013
2018	2016, 2015, and 2014

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

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

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

This form can only be signed by the person authorized under state law to sign this consent for the legal entity identified in Item 2. **An approved Power of Attorney (Form FSA-211) on file with USDA cannot be used as evidence of signature authority when completing this form.**

**INSTRUCTIONS FOR COMPLETION OF CCC-941**

Item No./Field name	Instruction
1. Return Completed Form To	Enter the name and address of the FSA county office or USDA service center where the completed CCC-941 will be submitted.
2. Person or Legal Entity's Name and Address	Enter the person's or legal entity's name and address for commodity, conservation, price support, or disaster program benefits. <b>Enter the name and address as it appeared on the IRS tax returns filed for the taxable years specified in Item 4.</b>
3. Taxpayer Identification Number	In the format provided, enter the <u>complete</u> taxpayer identification number of the person or legal entity identified in Item 2. <b>This will be either a Social Security Number or Taxpayer Identification Number.</b>
4. Program Year	Enter the year for which program benefits are being requested. The program year entered determines the 3-year period used for the calculation of the average adjusted gross income (AGI) for payment eligibility and the years for which this consent allows access to tax information.
5. Average Adjusted Gross Income	Select the box next to the response that describes the <b>average adjusted gross income</b> for the applicable 3-year period for the program year entered in Item 4. <b>Select only one response.</b>
6. Signature	<b>Read the acknowledgments, responsibilities and authorizations, before affixing your signature.</b> <b><u>Power of Attorney (Form FSA-211) on file with USDA cannot be used as evidence of signature authority.</u></b>
7. Title/Relationship	Enter title or relationship to the legal entity identified in Item 2.
8. Date	Enter the signature date in month, day and year. <b><i>This form must be returned to FSA within 90 days of the signature date for the consent to be valid.</i></b>

**AD-1026**  
(10-30-14)

**U.S. DEPARTMENT OF AGRICULTURE**  
FarmServiceAgency

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

**Read attached AD-1026 Appendix before completing form.**

**PART A – BASIC INFORMATION**

1. Name of Producer	2. Tax Identification Number (Last 4 digits)	3. Crop Year
4. Names of affiliated persons with farming interests . Enter "None," if applicable.		
<i>Affiliated persons with farming interests must also file an AD-1026. See Item 7 in the Appendix for a definition of an affiliated person.</i>		
5. Check one of these boxes if the statement applies ; otherwise continue to Part B.		
A. <input type="checkbox"/> The producer in Part A does not have interest in land devoted to agriculture. Examples include bee keepers who place their hives on another person's land, producers of crops grown in greenhouses, and producers of aquaculture AND these producers do not own/lease any agricultural land themselves. <b>Note:</b> Do not check this box if the producer shares in a crop.		
B. <input type="checkbox"/> The producer in Part A meets all three of the following: <ul style="list-style-type: none"> <li>• does not participate in any USDA program that is subject to HELC and WC compliance except Federal Crop Insurance.</li> <li>• only has interest in land devoted to agriculture which is exclusively used for perennial crops, except sugarcane, and</li> <li>• has not converted a wetland after February 7, 2014.</li> </ul> Perennial crops include, but are not limited to, tree fruit, tree nuts, grapes, olives , native pasture and perennial forage. A producer that produces alfalfa should contact the Natural Resources Conservation Service at the nearest USDA Service Center to determine whether such production qualifies as production of a perennial crop.		
<b>Note:</b> If either box is checked, and the producer in Part A does not participate in Farm Service Agency (FSA) or Natural Resources Conservation Service (NRCS) programs, the full tax identification number of the producer must be provided, but establishment of detailed farm records with FSA is not required. Go to Part D and sign and date.		

**PART B - HELC/WC COMPLIANCE QUESTIONS**

Indicate YES or NO to each question. <i>If you are unsure of whether a HEL determination, wetland determination, or NRCS evaluation has been completed, contact your local USDA Service Center.</i>	YES	NO
6. During the crop year entered in Part A or the term of a requested USDA loan, did or will the producer in Part A plant or produce an agricultural commodity (including sugarcane) on land for which an HEL determination has not been made?		
7. Has anyone performed (since December 23, 1985), or will anyone perform any activities to:		
A. Create new drainage systems, conduct land leveling, filling, dredging, land clearing, or excavation that has <b>NOT</b> been evaluated by NRCS? <b>If "YES", indicate the year(s):</b> _____		
B. Improve or modify an existing drainage system that has <b>NOT</b> been evaluated by NRCS? <b>If "YES", indicate the year(s):</b> _____		
C. Maintain an existing drainage system that has <b>NOT</b> been evaluated by NRCS? <b>If "YES", indicate the year(s):</b> _____ <b>Note:</b> Maintenance is the repair, rehabilitation, or replacement of the capacity of existing drainage systems to allow for the continued use of wetlands currently in agricultural production and the continued management of other areas as they were used before December 23, 1985. This allows a person to reconstruct or maintain the capacity of the original system or install a replacement system that is more durable or will realize lower maintenance or costs.		
<b>Note:</b> If "YES" is checked for Item 7A or 7B, then Part C must be completed to authorize NRCS to make an HELC/WC and/or certified wetland determination on the identified land. If "YES" is checked for Item 7C, NRCS does not have to conduct a certified wetland determination.		
8. Check one or both boxes, if applicable; otherwise, continue to Part C or D.		
A. <input type="checkbox"/> Check this box only if the producer in Part A has FCIC reinsured crop insurance and filing this form represents the <u>first time</u> the producer in Part A, including any affiliated person, has been subject to HELC and WC provisions.		
B. <input type="checkbox"/> Check this box if either of the following applies to the producer and crop year entered in Part A: <ul style="list-style-type: none"> <li>• Is a tenant on a farm that is/will not be in compliance with HELC and WC provisions because the landlord refuses to allow compliance, but all other farms not associated with that landlord are in compliance. (AD-1026B, Tenant Exemption Request, must be completed).</li> <li>• Is a landlord of a farm that is/will not be in compliance with HELC and WC provisions because of a violation by the tenant on that farm, but all other farms not associated with that tenant are in compliance. (AD-1026C, Landlord or Landowner Exemption Request, must be completed).</li> </ul>		

**PART C – ADDITIONAL INFORMATION**

9. If "YES" was checked in Item 6 or 7, provide the following information for the land to which the answer applies:

A. Farm and/or tract/field number: \_\_\_\_\_  
If unknown, contact the Farm Service Agency at the nearest USDA Service Center.

B. Activity: \_\_\_\_\_

C. Current land use (specify crops): \_\_\_\_\_

D. County: \_\_\_\_\_

**PART D – CERTIFICATION OF COMPLIANCE**

I have received and read the AD-1026 Appendix and understand and agree to the terms and conditions therein on all land in which I (or the producer in Part A if different) and any affiliated person have or will have an interest. I understand that eligibility for certain USDA program benefits is contingent upon this certification of compliance with HELC and WC provisions and I am responsible for any non-compliance. I understand and agree that this certification of compliance is considered continuous and will remain in effect unless revoked or a violation is determined. I further understand and agree that:

- all applicable payments must be refunded if a determination of ineligibility is made for a violation of HELC or WC provisions.
- NRCS may verify whether a HELC violation or WC has occurred.
- a revised Form AD-1026 must be filed if there are any operation changes or activities that may affect compliance with the HELC and WC provisions. I understand that failure to revise Form AD-1026 for such changes may result in ineligibility for certain USDA program benefits or other consequences.
- affiliated persons are also subject to compliance with HELC and WC provisions and their failure to comply or file Form AD-1026 will result in loss of eligibility for applicable benefits to any individuals or entities with whom they are considered affiliated.

**Producer's Certification:**

*I hereby certify that the information on this form is true and correct to the best of my knowledge.*

10A. Producer's Signature (By)	10B. Title/Relationship (If Signing in Representative Capacity)	10C. Date (MM-DD-YYYY)
<b>FOR FSA USE ONLY</b> (for referral to NRCS) Sign and date if NRCS determination is needed.	11A. Signature of FSA Representative	11B. Date (MM-DD-YYYY)

**IMPORTANT:** If you are unsure about the applicability of HELC and WC provisions to your land, contact your local USDA Service Center for details concerning the location of any highly erodible land or wetland and any restrictions applying to your land according to NRCS determinations before planting an agricultural commodity or performing any drainage or manipulation. Failure to certify and properly revise your compliance certification when applicable may: (1) affect your eligibility for USDA program benefits, including whether you qualify for reinstatement of benefits through the Good Faith process; and (2) result in other consequences.

**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 12, the Food Security Act of 1985 (Pub. L. 99-198), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to certify compliance with HELC and WC provisions and to determine producer eligibility to participate in and receive benefits under programs administered by USDA agencies. 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) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of producer ineligibility to participate in and receive benefits under programs administered by USDA agencies.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title II, Subtitle G, Funding and Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis 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 basis 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.

**APPENDIX TO FORM AD-1026  
HIGHLY ERODIBLE LAND CONSERVATION (HELIC) AND  
WETLAND CONSERVATION (WC) CERTIFICATION**

## 1. Overview

The following conditions of eligibility are required for a producer to receive any U.S. Department of Agriculture (USDA) loans or other program benefits that are subject to the highly erodible land conservation (HELIC) and wetland conservation (WC) provisions. Unless an exemption has been granted by USDA, the producer agrees to all of the following on all farms in which the producer, and any affiliated person to the producer (as specified in 7 CFR Part 12), has an interest:

- **NOT** to plant or produce an agricultural commodity on highly erodible land or fields unless being farmed in accordance with a conservation plan or system approved by the Natural Resources Conservation Service.
- **NOT** to plant or produce an agricultural commodity on a wetland that was converted after December 23, 1985.
- **NOT** to have converted a wetland after November 28, 1990, for the purpose, or to have the effect, of making the production of an agricultural commodity possible on such converted wetland.
- **NOT** to convert a wetland by draining, dredging, filling, leveling, removing woody vegetation, or any other activity that results in impairing or reducing the flow and circulation of water in a way that would allow the planting of an agricultural commodity.
- **NOT** to use proceeds from any Farm Service Agency farm loan, insured or guaranteed, or any USDA financial assistance program, in such a way that might result in negative impacts to a wetland, except for those projects evaluated and approved by Natural Resources Conservation Service.

## 2. Statutory and Regulatory Authority

The Food Security Act of 1985, as amended, requires producers participating in most programs administered by the Farm Service Agency (FSA), Natural Resources Conservation Service (NRCS), and the Risk Management Agency (RMA) to comply with HELIC and WC provisions on all land owned or farmed that is considered highly erodible or a wetland unless USDA determines an exemption applies. Producers participating in these programs, and any individual or entity considered to be an affiliated person of a participating producer, are subject to these provisions. The regulations covering these provisions are set forth at 7 CFR Part 12; all such provisions, whether or not explicitly stated herein, shall apply.

## 3. Explanation of Terms

Agricultural commodity is **any** crop planted and produced by annual tilling of the soil, including tilling by one-trip planters, or sugarcane.

Highly erodible land is any land that has an erodibility index of 8 or more.

Highly erodible fields are fields where either:

- 33.33 percent or more of the total field acreage is identified as soil map units that are highly erodible; or
- 50 or more acres in such field are identified as soil map units that are highly erodible.

Perennial crop is any crop that is planted once and produces crops over multiple years. Go to [www.nrcs.usda.gov/compliance](http://www.nrcs.usda.gov/compliance) for a list of perennial and annual crops.

Wetland is an area that:

- has a predominance of hydric soils (wet soils);
- is inundated or saturated by surface or groundwater (hydrology) at a frequency and duration sufficient to support a prevalence of hydrophytic (water tolerant) vegetation typically adapted for life in saturated soil conditions; and
- under normal circumstances supports a prevalence of such vegetation, except that this term does not include lands in Alaska identified as having a high potential for agricultural development and a predominance of permafrost soils.

#### 4. NRCS and FSA Determinations

When making HELC and WC compliance determinations:

- NRCS makes technical determinations; these include :
  - For HELC compliance:
    - whether land is considered highly erodible ;
    - establishing conservation plans or systems; and
    - whether highly erodible fields are being farmed in accordance with a conservation plan or system approved by NRCS.
  - For WC compliance:
    - whether land is a wetland and if certain technical exemptions apply , such as prior converted;
    - whether a wetland conversion has occurred.
- FSA's responsibilities include:
  - making eligibility determinations, such as who is ineligible based upon NRCS technical determinations of non-compliance.
  - acting on requests for application of certain eligibility exemptions, such as the good faith relief exemption.
  - maintaining the official USDA records of highly erodible land and wetland determinations. The determinations are recorded both within the geographic information system and the automated farm and tract records maintained by FSA; however, it is important to know that determinations may not include all of a producer's land. If a producer is uncertain of the highly erodible land and wetland determinations applicable to any of the producer's land, the producer should contact the appropriate USDA Service Center for assistance.

#### 5. HELC and WC Non-Compliance - FSA and NRCS Programs

Producers who are not in compliance with HELC and WC provisions are not eligible to receive benefits for most programs administered by FSA and NRCS. If a producer received program benefits and is later found to be non-compliant, the producer may be required to refund all benefits received and/or may be assessed a penalty.

In particular, unless exemptions apply, a producer participating in FSA and NRCS programs must: not plant or produce an agricultural commodity on a highly erodible field unless such production is in compliance with a conservation plan or system approved by NRCS; not have planted or produced an agricultural commodity on a wetland converted after December 23, 1985; and, after November 28, 1990, must not have converted a wetland for the purpose, or to have the effect, of making the production of an agricultural commodity possible on such converted wetland.

A producer who violates HELC or WC provisions is ineligible for applicable FSA and NRCS benefits for the year(s) in violation. A planting violation, whether on highly erodible land or a converted wetland, results in ineligibility for benefits for the year(s) when the planting occurred. A wetland conversion violation results in ineligibility beginning with the year in which the conversion occurred and continuing for subsequent years, unless the converted wetland is restored or mitigated before January 1<sup>st</sup> of the subsequent year.

#### 6. HELC and WC Non-Compliance - Risk Management Agency - Crop Insurance Policies Reinsured by the Federal Crop Insurance Corporation

Producers obtaining federally reinsured crop insurance will not be eligible for any premium subsidy paid by the Federal Crop Insurance Corporation (FCIC) for any policy or plan of insurance if the producer:

- has not filed a completed Form AD-1026 with FSA certifying compliance with HELC and WC provisions; or
- is not in compliance with HELC and WC provisions.

Unless an exemption applies, a producer must:

- not plant or produce an agricultural commodity on a highly erodible field, unless such production is in compliance with a conservation plan approved by NRCS;
- not plant or produce an agricultural commodity on a wetland converted after February 7, 2014; and
- not have converted a wetland for the purpose, or to have the effect, of making the production of an agricultural commodity possible on such converted wetland after February 7, 2014.

A producer is ineligible for any premium subsidy paid by FCIC on all policies and plans of insurance for the reinsurance year (July 1 – June 30) following the reinsurance year of a final determination of a violation of HELC or WC provisions, including all administrative appeals, unless specific exemptions apply. Further, a producer will be ineligible for any premium subsidy paid by FCIC on all policies and plans of insurance for a reinsurance year if they do not have a completed Form AD-1026 on file with FSA certifying compliance on or before the June 1 prior to the beginning of the subsequent reinsurance year (July 1), unless otherwise exempted. RMA will contact FSA to determine compliance with HELC and WC provisions and the filing of Form AD-1026 prior to the beginning of a reinsurance year, which begins on July 1. If the producer is not in compliance and is not exempt, the producer will be ineligible for premium subsidy for all crops with a sales closing date between the following July 1 through the next June 30.

**7. Affiliated Persons**

Any affiliated person of a producer requesting benefits subject to HELC and WC provisions must also be in compliance with those provisions. Ineligibility of a producer will also apply to affiliated persons of that producer. If an affiliated person has a farming interest (as owner, operator, or other producer on any farm), the affiliated person must also file Form AD-1026 certifying compliance with HELC and WC provisions in order for the producer requesting benefits to be eligible.

**Use this table to determine affiliated persons who must be in compliance with HELC and WC provisions and file Form AD-1026. If you are unsure about an affiliated person determination, please contact FSA at your local USDA Service Center for assistance.**

<b>IF</b> the producer requesting benefits is a (an) . . .	<b>THEN</b> affiliated persons with farming interests who must be in compliance with HELC and WC provisions and file Form AD-1026 are. . .
individual	spouses or minor children with separate farming interests, or who receive benefits under their individual ID number.
<b>NOTE:</b> For a minor, parents or guardians shall be listed as affiliated persons .	estates, trusts, partnerships, and joint ventures in which the individual filing, or the individual's spouse or minor children have an interest.
	corporations in which the individual filing or the individual's spouse or minor children have more than 20% interest.
general partnership limited partnership limited liability company joint venture estate irrevocable or revocable trust Indian tribal venture or group	first level members of the entity.
corporation with stockholders	first level shareholders with more than 20% interest in the corporation. <b>Note:</b> First level shareholders of a corporation with 20% interest or less in the corporation are not considered affiliated persons of the corporation.

**IMPORTANT NOTICE:**

Signature on Form AD-1026 gives representatives of USDA authorization to enter upon and inspect all farms in which the producer in Part A of Form AD-1026 has an interest for the purpose of confirming HELC and WC compliance.

**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 12, the Food Security Act of 1985 (Pub. L. 99-198), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to certify compliance with HELC and WC provisions and to determine producer eligibility to participate in and receive benefits under programs administered by USDA agencies. 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) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of producer ineligibility to participate in and receive benefits under programs administered by USDA agencies.*

*This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title II, Subtitle G, Funding and Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THE COMPLETED FORM AD-1026 TO YOUR COUNTY FARM SERVICE AGENCY (FSA) OFFICE.***

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis 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 basis 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.

This form is available electronically.

<b>CCC-901</b> (02-10-16)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation  <b>MEMBER'S INFORMATION</b> <b>Agricultural Act of 2014</b>	1. County  2. State  3. Program Year
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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 7 CFR Part 1400, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to identify members of a legal entity. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility for program benefits.*

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

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

**Name of Legal Entity** \_\_\_\_\_ **Complete Tax ID Number** \_\_\_\_\_ - \_\_\_\_\_

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

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

**Name of Embedded Legal Entity** \_\_\_\_\_ **Complete Tax ID Number** \_\_\_\_\_ - \_\_\_\_\_

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

*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, audiotope, 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](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](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

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

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

**PART D – Minor Members or Shareholders -** For any member or Shareholder who is a minor, provide the following:

1. Minor's Name	2. Date of Birth <i>(MM-DD-YYYY)</i>	3. Parent's or Guardian's Name	4. Parent's or Guardian's Address	5. Parent's or Guardian's SSN or Tax ID No. <i>(Last 4 digits if already on file)</i>

**6. Separate Status of Minors**

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

**Part E. Foreign Persons –** For any Member or Shareholder who is a foreign person, provide the following: minor, provide the following:

**7A. Citizenship Status -** Is each Member and Shareholder of the legal entity identified in Part A, and any embedded entity identified in Parts C, D and E a U.S. Citizen?

YES, all members/shareholders are US Citizens - Go to Part F  NO, one or more members/shareholders is not a US Citizen - Complete Item 7B

**7B. For each member or shareholder (direct or embedded) who is not a US Citizen, provide the following:**

(1) Name of Individual	(2) This individual has a valid Form I-551		FOR FSA USE ONLY			
			Form I-551 Presented to FSA		CCC Initials	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PART F- CERTIFICATION - By Signing:**

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

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