

CREP-STATE CONTRACT

CREP Contract #	
CRP Contract #	
Contract Date	
County	
Farm #	
Tract #	
Average Buffer Width	

Length of Easement	<input type="checkbox"/> 30 year
	<input type="checkbox"/> Permanent
	<input type="checkbox"/> Both 30 year & Permanent
River Basin	
Receiving Waters	
14-Digit Hydrologic Unit	
Latitude (decimal degrees)	
Longitude (decimal degrees)	

Field No.	Deed Book Reference	County Tax Parcel Number	Practice	Acres	Existing Acres	Easement Payment
			TOTAL			

THIS CONTRACT entered into between the State of North Carolina (referred to as the "State") and the undersigned owner(s), of the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Enhancement Program ("CREP") for a period indicated above, beginning no later than the date the contract is executed by the State. The Participant also agrees to implement on such designated acreage the Conservation Plan of Operations developed for such acreage and approved by the Soil and Water Conservation District. Additionally, the Participant and the State agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to the CREP-STATE, Conservation Reserve Enhancement Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix has been provided to such person. Such person also agrees to pay such liquidated damages as specified in the Appendix and any addendum thereto.

Producer, landowner and farm information provided on this CREP-State Contract and/or accompanying documents, including information and documents received from the USDA, are subject to the North Carolina Public Records Law and may be disclosed to third parties. For the purposes of developing and implementing my CREP-State Contract, I authorize the release of records that are in custody of USDA.

Access to the CREP Easement Area is the responsibility of the landowner and by signing the CREP-STATE the landowner is guaranteeing to provide access to the Easement Area to ensure compliance with the easement. For enrollments of 10 acres or more, landowners must enroll into a 30-year or permanent easement. CREP Easement payments will be paid based on the following payment schedule: \$250 per acre for a 30 year easement and \$1000 per acre for a permanent easement.

Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		% RATE
	_____ Signature	_____ Date

Signature of District Representative Date

Signature of Division Representative Date

Addendum

THIS ADDENDUM entered into between the State of North Carolina (referred to as the “State”) and the undersigned owner(s), on the farm identified on the Appendix. The undersigned person or persons may hereafter collectively be referred to as “the Participant”. The Participant agrees to comply and execute the terms and conditions of the CREP-STATE reference Appendix by signing below; the Participant acknowledges that a copy of the Appendix has been provided to such person. Such person also agrees to pay such liquidated damages as specified in the Appendix and any addendum thereto.

	Social Security Number	% Rate
Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		
	Signature Date	
Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		
	Signature Date	
Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		
	Signature Date	
Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		
	Signature Date	
Owner: Spouse: Address: Telephone: Cell Telephone: Email Address:		
	Signature Date	

APPENDIX TO THE CREP-STATE Conservation Reserve Enhance Program State Contract

1. DEFINITIONS

The following definitions are applicable to the Conservation Reserve Enhancement Program (CREP) contract.

- A.** **“CREP contract” or “CREP-STATE”** means the program documents including the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between the State and the participant. Such contract shall set forth the terms and conditions for participation in the State portion of the CREP and receipt of CREP easement payments.
- B.** **“Vegetative cover”** means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- C.** **“Conservation Plan of Operation”** is the documentation of conservation systems applied or scheduled to be applied to the enrollment area.

2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM (CRP)

- A.** By signing the CREP-STATE the participant certifies that such participant is the owner of said property.
- B.** Land otherwise eligible for the CREP shall not be eligible if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal, State, or other nonprofit agency in return for the participant’s agreement not to produce such commodities on the land during the same time as the land would be enrolled in the CREP. By applying for the CREP-STATE, the participant certifies as a condition for payment that no such restrictions apply to such land.

3. AGREEMENT

A. The participant agrees:

- (1) that the CREP-STATE and its addenda shall be considered an offer to enter into the CREP on the terms specified on Form CRP-1 and CREP-STATE and its addenda;
- (2) to place eligible cropland and/or pastureland into the CREP for a period of 30 years or permanently as referenced on the CREP-STATE from the date in which the FSA COC approves the CRP-1;
- (3) to comply with the terms and conditions of the Conservation Plan of Operations (CPO) and, if applicable, forestry management plan;
- (4) to establish, maintain, and replace, as specified in the contract, the practices agreed to in the CPO;
- (5) not to harvest or sell, nor otherwise make commercial use of trees on the CREP enrollment area except for the selective commercial thinning of trees allowed after year 15 of the agreement and only in accordance to a forestry management plan approved by a registered forester;

- (6) not to undertake any action on land under the participant's control, which tends to defeat the purposes of the CREP contract, as determined by the State; and,
- (7) to execute the easement required by the CREP-STATE on the entire enrollment area.

B. The State agrees, subject to the availability of funds, to:

- (1) share the cost with owners and operators of establishing an eligible practice, or an identified unit, thereof, agreed to in the CPO, based on funding availability and District Board of Supervisor's approval of the use of Agriculture Cost Share Funds;
- (2) pay a onetime easement payment based upon the share to which each participant has agreed as set forth on the CREP-STATE;
- (3) pay the administrative costs of obtaining the easements required in Section 5 of this addendum, which will include surveying of the enrolled area, title search, and recording of the deed.

4. CONSERVATION PLAN OF OPERATIONS

A. Subject to the approval of the State, the CPO will include some or all of the following information and requirements:

- (1) The vegetative cover to be established and maintained on the CREP enrollment area for the duration of the CREP-STATE;
- (2) A Forest Management Plan, developed in cooperation with the NC Division of Forest Resources, if trees are to be established as the vegetative cover on the CREP enrollment area for the duration of the CREP-STATE;
- (3) A schedule of completion dates for establishment of the cover on the CREP enrollment area;
- (4) The level of environmental benefits which must be attained on the CREP enrollment area; and,
- (5) Any other practices required for the establishment or maintenance of the cover on the CREP enrollment area including weed, insect, pest, and other undesirable species control as determined necessary taking into consideration the needs of water quality and wildlife.

B. By signing the conservation plan, the participant agrees to implement the practices specified in such CPO on the CREP enrollment area.

5. EASEMENTS

A. An easement must be granted by the participant in a manner specified by the State in order to enter into 30-year or permanent conservation agreements and receive incentive payments from the State.

B. The easement must include a grant to the State of a valid right of access to the land that is to be planted to the practice that is the subject of the easement to ensure compliance of said easement.

- C. The State reserves the right to monitor the effectiveness of the easement areas to determine the environmental benefits obtained.

6. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this contract and the participant must refund to the State all payments received by such participant, plus interest and liquidated damages thereon, with respect to the contract. Such liquidated damages will be determined in accordance with Section 7 of this Appendix.
- B. The provisions of Section 7 of this Appendix shall be applicable in addition to any liability under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other liability to which the participant may be subject.

7. LIQUIDATED DAMAGES

It is mutually agreed that in the event the participant breaches the CREP-STATE, the State will suffer substantial damages that may not be possible to quantify with certainty. Therefore, the participant may be subject to penalty determined by the State not to exceed two times the costs of reinstallation as well as the cost of reinstallation of the practice and to specific performance consistent with the CREP-STATE. The parties agree that determination of penalties by the State is not an agency action subject to the provisions of Chapter 150B.

8. CORRECTIONS

The State reserves the right to correct all errors in entering data or the results of computations in the CREP-STATE.

9. CONTRACT MODIFICATIONS

- A. The State may modify this CREP-STATE to add, or substitute certain practices when:
 - (1) the installed practice failed to adequately control erosion through no fault of the participant; or
 - (2) the installed measure has deteriorated because of conditions beyond the control of the participants; or
 - (3) another practice will achieve at least the same level of environmental benefits.
- B. Concurrence of NRCS and the conservation district will be obtained by the State when modifications to this CREP contract involve a technical aspect of a participant's conservation plan.

10. EFFECTIVE DATE AND CHANGES TO CONTRACT

The CREP-STATE is effective when signed by the participants, the Soil and Water Conservation District, and an authorized representative of the State. Except as otherwise determined by the State, the CREP-STATE may not be revoked or revised unless by mutual agreement between the parties. Within the dates established by the State, all required participants must sign the CREP-STATE.

11. DISPUTE RESOLUTION

The CREP-STATE is a contract between the parties. Disputes between the parties will be resolved in the courts of the State under the laws of this State. The parties agree that disputes arising under this contract or in the performance of this contract are not “contested cases” subject to the provisions of Chapter 150B.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, or disability.