



Conservation Reserve Program (CRP) Attachment

The parties acknowledge that the premises or part thereof is subject to the following CRP contract(s):

CRP Contract #11389D containing 12.14 acres with annual payment of \$3,036 and expiring 9/30/2026

CRP Contract #11676 containing 20.01 acres with annual payment of \$3,002 and expiring 9/30/2035

and the parties agree as follows:

- A. The Purchaser has had access to and has reviewed all necessary files at the Farm Service Agency (FSA) to determine whether the contract is in full compliance with the CRP program and hereby accepts and is bound by the terms and conditions of the CRP contract and any rules and regulations promulgated by the Agency together with any determinations made by the Agency.
- B. Any CRP payment that shall be due in the current fiscal year shall be paid in the following fashion [check one]:
- ☐ Shall be all of the property of the Purchaser;
 - ☒ Shall be all of the property of the Seller;
 - ☐ Shall be pro-rated between Seller and Purchaser to the date that the deed in this transaction is recorded
 - ☐ Shall be prorated between Seller and Purchaser to the following date:
- C. Purchaser agrees that it is Purchaser's responsibility to become the successor-in-interest to the CRP contract with the FSA/Commodity Credit Corporation (CCC) and acknowledges that it is Purchaser's obligation to obtain the consent of FSA and/or the CCC for the assignment of the CRP contract.
- D. Purchaser acknowledges that there are payment limitation amounts imposed by CCC/FSA that may prevent Purchaser from receiving the full value of the CRP contract. Purchaser may have other CRP contracts in place that may cause the Purchaser to exceed the payment limitation amounts or Purchaser may not qualify for the full amount of the CRP payments or for any of the CRP payments, if Purchaser has income higher than what is allowed by the rules and regulations of the Agency.
- E. Purchaser hereby acknowledges that failure to keep the CRP contract in compliance with the rules and regulations of the CCC/FSA may result in damages being assessed by CCC/FSA, which damages can include but are not limited to cancellation of the contract, forfeiture to all rights to any future payments with respect to said acreage, a refund of all or part of the payments with respect to the CRP contract plus interest thereon, 25% or more liquidated damages to CCC, and disqualification of the premises from ever qualifying for a CRP contract in the future.
- F. Purchaser Warranties.
1. Purchaser agrees to maintain the property in full compliance of all the terms and conditions of the CRP contract together with any and all rules and regulations as promulgated by FSA from time to time. Further, Purchaser agrees to indemnify and hold Seller harmless from any and all claims, causes of action, penalties, interest, or refunds due FSA or the CCC in the event of non-compliance of the CRP contract or any of the rules, regulations, or determinations of the Agency.
 2. Purchaser acknowledges that Purchaser has reviewed all of the CRP contracts and has had sufficient access to the CRP contracts to determine the duration of the contracts, the amount paid on the contracts, and any other terms and conditions of the contracts. Purchaser also acknowledges that Purchaser has had an opportunity to review all of the property subject to the CRP contracts and accepts the CRP contracts in the form that they are in. Purchaser acknowledges that Purchaser has made an independent evaluation of the contracts and is not relying upon any oral or written statements made by the Seller or any agents of the Seller, including but not limited to Farmers National Company, as to any of the terms and conditions of the CRP contract or its compliance with government rules or regulations.
 3. While the CRP contract is in full force and effect, Purchaser shall comply with all noxious weed laws consistent with all federal, state, and local jurisdictions and shall maintain sufficient vegetative and water cover and conservation practices on the premises as are necessary to achieve the environmental benefit derived by the CRP contract and any and all provisions of the CRP contract.
- G. Seller Warranties.
1. Seller warrants that Seller has not received any written notification from CCC/FSA as to any non-compliance of the premises as to the CRP contracts or rules and regulations of the Agency.
 2. Seller acknowledges that the Seller is the proper party in interest, owns fee simple title to the property, and the complete interest in the CRP contract. Seller warrants that Seller has not filed bankruptcy since the execution of the CRP contract or, if Seller has done so, that Seller has received appropriate bankruptcy court authorization to become the owner of the property and that there are no claims by a bankruptcy trustee or any third parties as to the ownership of the CRP contract.
 3. Seller warrants that Seller has not assigned any of the rights in the CRP contract to a third party or, if Seller has done so, that Seller will obtain a release of any right, title, or interest to the CRP contract by the party to whom it has been assigned.
 4. Seller is also in compliance with each and every statute, rule, regulation, ordinance, and law and act promulgated or passed by the United States Congress, Department of Agriculture, the FSA, and the CCC related to the CRP payments in general and the CRP payment in particular that is subject to this agreement, including but not limited to all conservation requirements of 7 C.F.R. § 12 (2003).
 5. Seller warrants that Seller has not grazed or harvested, nor has provided any other commercial use for the land enrolled in the CRP contract in this fiscal year, except what has been authorized by FSA/CCC.
 6. There is no action, suit, or proceeding pending or threatened against or affecting Seller or Seller's assets including but not limited to the CRP payments, in or before any court, department, commission, board, bureau, agency, or any other government authority. Seller has received no notice, whether written or oral, that any such proceeding is contemplated.
- H. From the time of the execution of this Offer to Purchase until closing, Seller and Purchaser mutually agree not to take any action so as to interfere with the CRP contract to either cause a default or a breach in the CRP contract, nor to make any changes to the CRP contract. Further, Seller agrees from the time of the execution of this Offer to Purchase until closing that Seller will take no action that will adversely affect the CRP contract, such as allowing any debt to arise to the Agency that would cause an offset of any of the payments due under the CRP contract.

Seller

Purchaser

Signature: _____

Signature: _____

Date: _____

Date: _____