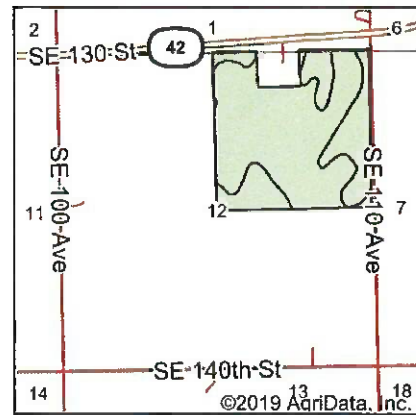
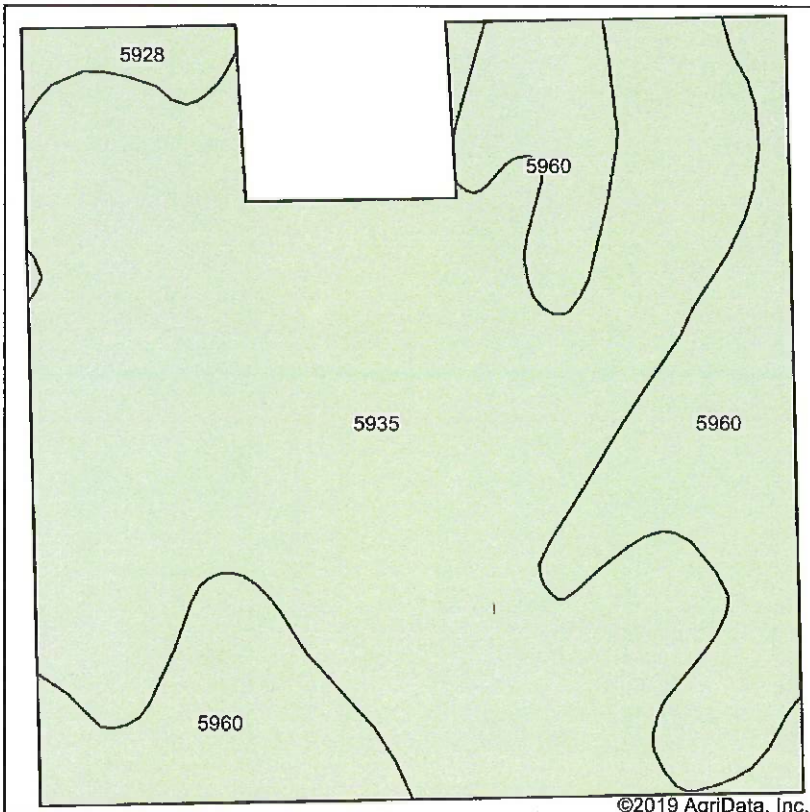


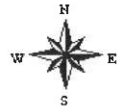
### Soils Map



State: **Kansas**  
 County: **Kingman**  
 Location: **12-30S-6W**  
 Township: **Canton**  
 Acres: **149.96**  
 Date: **1/8/2020**



Maps Provided By:



Area Symbol: KS095, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Water Table	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
5935	Pratt-Carwile complex, 0 to 5 percent slopes	102.75	68.5%	0ft.	IIIe	Ile	3640	30	26	20	27	15
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	43.81	29.2%	> 6.5ft.	Ile	Ile	3146	56	46	41	56	33
5928	Pratt loamy fine sand, 1 to 5 percent slopes	3.40	2.3%	> 6.5ft.	IIIe	Ile	2380	29	29	22	26	12
<b>Weighted Average</b>							<b>3467.1</b>	<b>*n 37.6</b>	<b>*n 31.9</b>	<b>*n 26.2</b>	<b>*n 35.4</b>	<b>*n 20.2</b>

\*n: The aggregation method is "Weighted Average using major components"  
 \*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



Farm  
Production  
and  
Conservation

Farm  
Service  
Agency

Kingman Co. FSA Office  
1137 E. 54 Hwy  
Kingman, KS 67068-1820  
620 532-3116 FAX 855 770-7262

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DATE: 07/11/2018  
Contract/s: 10069A  
Farm: 3018

Michele Kyle  
1036 N Briarwood St  
Norwich, KS. 67118-9337

To Whom It May Concern:

Enclosed you will find the approval of your Conservation Reserve Program (CRP) contract revisions due to an owner change. The new CRP CN/s/ are listed above. I have enclosed a copy of your new contracts and new conservation maintenance plans.

If you have any questions, please feel free to stop by the office or give us a call at 620-532-3116.

Sincerely,

/S/ Shevell Bowman  
Kingman County Executive Director

Encl.

gif

This form is available electronically.

CRP-1 U.S. DEPARTMENT OF AGRICULTURE  
(10-22-15) Commodity Credit Corporation

**CONSERVATION RESERVE PROGRAM CONTRACT**

7A. COUNTY OFFICE ADDRESS (Include Zip Code)  
KINGMAN COUNTY FARM SERVICE AGENCY  
1137 E US HIGHWAY 54  
KINGMAN, KS 67068-1820

7B. TELEPHONE NUMBER (Include Area Code): (620) 532-3116

1. ST & CO CODE & ADMIN. LOCATION 20 095	2. SIGN-UP NUMBER 41
3. CONTRACT NUMBER L0059A	4. ACRES FOR ENROLLMENT 102.20
5. FARM NUMBER 3018	6. TRACT NUMBER(S) 9555
8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2011 TO: (MM-DD-YYYY) 09-30-2026

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant") The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre	10B. Annual Contract Payment	10C. First Year Payment	11. Identification of CRP Land (See Page 2 for additional space)			E Total Estimated Cost-Share	
A Tract No.	B Field No.	C Practice No.	D. Acres				
\$ 36.52	\$ 3,732	\$	9555	1	CP25	8.05	\$ 492
			9555	2	CP25	48.91	\$ 2,987
			9555	3	CP25	14.12	\$ 862

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

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

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
MICHELE KYLE 136 N BRIARWOOD ST NORWICH, KS 67118-9337	100.00%	<i>Michele Kyle</i>	7-9-18
CURTIS J. KYLE 136 N BRIARWOOD ST NORWICH, KS 67118-9337	0.00%	<i>Curtis Kyle</i>	7/9/18
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
	%		

13. CCC USE ONLY  
A. SIGNATURE OF CCC REPRESENTATIVE  
*Shane O Bowman, CEP*  
B. DATE (MM-DD-YYYY)  
7-11-18

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 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and non-governmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

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

JUL 11 2018  
KINGMAN COUNTY 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 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 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.

Original - County Office Copy       Owner's Copy       Operator's Copy

# CRP CERTIFICATION STATEMENT

Contract #: 10069A

I (We) understand that tenants participating on Conservation Reserve Program Contract, form CRP-1, may be removed from the contract if tenancy is not maintained, as determined by the Commodity Credit Corporation. In addition, I (We) also understand that the tenant may be determined to be removed when the tenant:

- 1) Was removed for cause, as determined by COC, after State Office consultation with the Regional Attorney.
- 2) Requests, in writing, to be removed from the CRP-1.
- 3) Files for bankruptcy and the trustee or debtor in possession fails to affirm CRP-1 according to 2-CRP, Paragraph 360.
- 4) Dies during the CRP-1 period and the administrator of the estate fails to succeed to CRP-1 within the 60 calendar days of COC notification; see 2-CRP, Paragraph 337.

RECEIVED  
JUL 11 2018

KINGMAN COUNTY FSA OFFICE  
KINGMAN, KANSAS

**SIGNATURE**

**DATE**

X Michele Ligo

X 7-9-18

X Curtis Ligo

X 7/9/18

Michele & Curtis both need to sign this form



**U. S. DEPARTMENT OF AGRICULTURE**  
Commodity Credit Corporation

**APPENDIX TO FORM CRP-1, CONSERVATION RESERVE PROGRAM CONTRACT**

**NOTE:** The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**1. DEFINITIONS**

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

- A. **CRP contract or CRP-1** means the program documents including form CRP-1, the applicable contract appendix, conservation plan and the terms of any required easement, if applicable, entered into between CCC and the participant. Such contract shall set forth the terms and conditions for participation in the CRP and receipt of CRP payments.
- B. **Current agricultural market value** for offer evaluation purposes means the amount in dollars per acre as determined by CCC to be the adjusted price at which the land placed in the CRP could be rented based on the average cash rental rate, or equivalent, per acre, and which is paid for dryland cropland at the time at which this contract is signed by the participant.
- C. **Vegetative cover** means perennial or permanent grasses, legumes, forbs, and shrubs with a life span of 10 years or more, or trees.
- D. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the Conservation Reserve Program which are found at 7 CFR Part 1410.

**2. ELIGIBILITY REQUIREMENTS FOR CONSERVATION RESERVE PROGRAM**

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

**3. RESTRICTIONS ON PAYMENTS TO FOREIGN PERSONS**

- A. Any person who enters into this CRP contract or participates in such contract at any time who is not a citizen of the United States or an alien lawfully admitted into the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. 1101 et. seq.) shall be ineligible to receive annual rental payments under this contract unless such person meets the requirements of 7 CFR Part 1400 which shall be applicable to this contract.
- B. Persons succeeding to a CRP contract subject to a reduction in payment under this paragraph 3 for any preceding party shall not be eligible for payments during the contract period greater than those that could have been received by such preceding party.

**B. CCC agrees, subject to the availability of funds:**

- (1) To share the cost with owners and operators of establishing an eligible practice, or an identified unit thereof, agreed to in the Conservation Plan as described herein, except that, in no case may the share of CCC exceed an amount equal to 50 percent of the price at which the land placed in the CRP could be sold for use as farmland at the time at which this contract is signed by the participant, unless the CCC otherwise approves such amount, provided further, that such approval must specifically reference the particular land placed in the CRP under this contract;
- (2) To pay the agreed-upon annual rental payment, including any incentive payment, based upon the shares to which the parties have agreed as set forth on Form CRP-1 for a period of years not in excess of the contract period;
- (3) To pay to the participant, to the extent required by CCC regulations, an interest penalty on cost-share payments, incentive payments, and all annual rental payments not made by the date, as determined by CCC, that the payment is due;
- (4) To make annual rental payments after October 1 of each year of the contract period.

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

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

**B. By signing the Conservation Plan, the participant agrees to implement the practices specified in such Conservation Plan on the CRP land even if such practices differ from those listed on Form CRP-1.****6. MANAGEMENT ACTIVITIES**

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

- C. The removal of an operator or tenant from the agreement shall not release the operator or tenant from liabilities for actions arising before such removal.

#### **9. ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE**

- A. A participant who is determined to have erroneously represented any fact affecting a determination with respect to this CRP contract and the regulations applicable to this CRP contract, adopted any scheme or device which tends to defeat the purposes of this CRP contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this CRP contract and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the CRP contract. Such liquidated damages will be determined in accordance with paragraph 10 of this Appendix.
- B. Unless CCC regulations provide otherwise, refunds determined to be due and owing to CCC in accordance with this CRP contract will bear interest at the rate which CCC was required to pay for its borrowings from the United States Treasury on the date of the disbursement by CCC of the monies to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C. The remedies provided under paragraph 9A of this Appendix shall be applicable in addition to any remedies under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other remedy available under law.

#### **10. LIQUIDATED DAMAGES**

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

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

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

#### **12. CORRECTIONS**

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

#### **13. TERMINATION OF CONTRACT; JOINT LIABILITY**

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



- D. A new owner or operator will not be eligible to succeed to the CRP contract or receive payments under the contract if a previous participant in the contract maintains or acquires any interest of any kind in the property including, but not limited to, present, future, or conditional interests, or reversionary interests, or any option with respect to the property. In addition, unless otherwise approved in writing by CCC for the particular contract, a new owner or operator will not be eligible to succeed to the CRP contract, if a lender has or will obtain an option to purchase the property, any other right of occupancy, or share in the equity in the property which is not conditional on a foreclosure or other remedy for nonpayment of debt or on a voluntary transfer by the person seeking to succeed to the CRP contract.
- E. The participant certifies that no person has, or will, obtain an interest in the property that would render the new owner or operator to be ineligible to succeed to the CRP contract under the provisions of this paragraph. The existence or acquisition of such an interest by another person shall be considered a breach of the contract for which the CCC may terminate the contract and enforce the remedies provided in this Appendix.
- F. If a participant transfers all or part of the right and interest in, or right to occupancy of, the CRP land and the new owner or operator does not become a successor to such contract within 60 days, or such other time as determined appropriate by CCC, of such transfer, such contract will be terminated with respect to the affected portion of such land and the original participant must:
- (1) Forfeit all rights to any future payments with respect to such acreage;
  - (2) Refund all or part of the payments made with respect to such contract plus interest thereon, as determined by CCC; and
  - (3) Pay liquidated damages to CCC as specified in paragraph 10 of this Appendix.

## 17. REGULATIONS TO PREVAIL

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