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<b>CRP-1</b> (03-26-04)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 46-111	2. SIGN-UP NUMBER 40
		3. CONTRACT NUMBER 864	4. ACRES FOR ENROLLMENT 136.6
7. COUNTY OFFICE ADDRESS (Include Zip Code): Sanborn County Farm Service Agency 203 W 7th St, Suite100 Woonsocket, SD 57385		5. FARM NUMBER 3519	6. TRACT NUMBER(S) 964
TELEPHONE NUMBER (Include Area Code): (605) 796-4476		8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 12-1-10 TO: (MM-DD-YYYY) 09-30-2021

*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 4 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.*

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 or CRP-2C, if applicable; and, if applicable, CRP-15.**

10A. Rental Rate Per Acre	\$ 100.43	11. Identification of CRP Land (See Page 2 for additional space)				
B. Annual Contract Payment	\$ 13719	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
C. First Year Payment	\$ 11,426-	964	1	CP23A	26.7	1,945
(Item 10C applicable only to continuous signup when the first year payment is prorated.)		964	2 & 3	CP37	109.9	8,006

**12. PARTICIPANTS**

A(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code): Kevin Baysinger 22735 402nd Ave Woonsocket, SD 57385	(2) SHARE 100%	(3) SOCIAL SECURITY NUMBER: *****9728
		(4) SIGNATURE <i>Kevin Baysinger</i> <small>(If more than three individuals are signing, continue on attachment)</small>
		DATE (MM-DD-YYYY) 1-10-10
B(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER:
		(4) SIGNATURE
		DATE (MM-DD-YYYY)
C(1). PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE %	(3) SOCIAL SECURITY NUMBER:
		(4) SIGNATURE
		DATE (MM-DD-YYYY)

13. CCC USE ONLY - Payments according to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i> CED	B. DATE (MM-DD-YYYY) 11-29-10
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**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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



CREP Number:	
County:	Sauborn
Department Contact:	Matt Grunig

For Department Use Only

**SOUTH DAKOTA GAME, FISH & PARKS - WILDLIFE DIVISION  
CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP) AGREEMENT**

**AREA INFORMATION**

PRACTICE NO.	ACRES	TRACT NO.	FIELD NO.	RENTAL RATE PER ACRE	TOTAL CRP COST SHARE	ANNUAL CRP PAYMENT	CONTRACT PERIOD FROM:	CONTRACT PERIOD TO:	CONTRACT LENGTH (YEARS)	CONTRACT LENGTH (MONTHS)
CP23A	26.7	964	1	83.69	\$1,037.00	\$2,234.52	12/1/2010	9/30/2021	10	10
CP37	109.9	964	2,3	83.69	\$9,745.00	\$9,197.53	12/1/2010	9/30/2021	10	10

GFP FIRST YEAR PAYMENT	GFP TOTAL COST SHARE	GFP TOTAL ANNUAL PAYMENT	GFP TOTAL CONTRACT PAYMENT
\$4,888.88	\$1,078.20	\$4,572.82	\$50,617.10

This is an agreement made on 11/10, 2010, between South Dakota Department of Game, Fish and Parks (Department) and Participants listed on page 3 of lands being enrolled in the Conservation Reserve Enhancement Program (CREP).  
 Attach a copy of the CRP-1, CRP-2, conservation plan, conservation plan schedule of operations, plan map, and job sheets.

**NOTE:** Participant must certify that the Participant owns and/or leases the contracted acres, including all the hunting and fishing rights, and will not surrender any portion of these rights to any person or entity during the term of this agreement. The Participant also must provide written notice by certified mail, return receipt requested, to any tenant(s) or other parties with an interest in the above land that the land will be enrolled in GFP's CREP Agreement, and by his/her execution of this agreement, the Participant warrants and assures the Department that such notice has been given those interested parties. At any time during the term of this Contract, upon request of the Department, the Participant shall provide the Department with proof that the Participant has provided the written notice required herein.

Additionally, the Participant and the Department agree to comply with the terms and conditions contained within the CRP-1 and this agreement including any Appendix to these contracts entitled as Appendix to CRP-1 or Appendix to GFP Conservation Reserve Enhancement Program (CREP) Agreement (referred to as "Appendix"). By signing the Terms of Agreement set forth below, the Participant acknowledges that a copy of any Appendix to the CRP-1 or GFP Conservation Reserve Enhancement Program has been provided to such person. Such person also agrees to pay such liquidated damages in the amount specified in the Appendix if the Participant withdraws prior to GFP acceptance or rejection. **The terms and conditions of this contract are contained in the Terms of Agreement set forth below. BY SIGNING THIS CONTRACT, THE PARTICIPANT ACKNOWLEDGES RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 APPENDIX, CRP-2 OR CRP-2C AND GFP CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP) AGREEMENT.**

GFP Planner Signature:  
Marcus Rock  
 Date

GFP Reviewer Signature:  
Matt Grunig 11/29/10  
 Date

## TERMS OF AGREEMENT

Throughout the term of this CREP Agreement (hereinafter "agreement"), the Department and the Participant agree:

### Termination and Default

Enrollment in the CREP Program by execution of this agreement is a requirement to participate in the James River Watershed CREP. In the event that the Participant is unable or unwilling to comply with any of the terms and conditions of this agreement for the duration of this agreement, the Participant will be required to assign the Participant's interests in this agreement to a successor-in-interest. Failure to do so will result in default of the agreement and will require the Participant to refund all annual payments, any cost-share and any other incentive provided by GFP plus interest at the rate assessed by USDA when the contract is terminated.

The Participant or Participant's designated legal representative shall notify the Department immediately upon discovery of any occurrence which would affect the ability of the Participant to fulfill the provisions of this agreement.

### Public Hunting and Fishing Access

The land enrolled in the James River Watershed CREP will provide the public with equal opportunity to access walk-in hunting and fishing, free of charge. No person shall be excluded from participation in this program on the basis of race, color, or national origin. The land enrolled in CREP will be posted with signs informing the public that the land is open to public use and will be depicted on GFP maps and other GFP publications.

### Department Access to CREP

Through participation in the CREP, the Participant agrees to permit Department personnel to have access to the property and reasonable vehicle access for the purposes of establishing and monitoring hunter use, to post and maintain signs, to enforce fish and wildlife laws, and to maintain contact with the Participant in order to respond to any needs, issues, or problems which may arise during the duration of this agreement. By permitting Department personnel access to the property, the Participant is not relinquishing any rights or control over property under his/her ownership or responsibility.

### Land Maintenance

The Participant assumes the responsibility, at Participant's sole expense, to maintain the CRP cover as per the terms of their CRP-1 contract, Appendix and CRP conservation plan.

### Liability

The Participant, through participation in GFP CREP Agreement, may be able to take advantage of the liability immunity protection afforded by the state recreational use statutes (SDCL 20-9-12 through SDCL 20-9-18, inclusive). This statutory liability immunity protection is specifically extended to participants involved with leasing hunting rights to the state for the purpose of public hunting (SDCL 20-9-15). However, the Participant acknowledges that Participant has been afforded the opportunity prior to execution of this agreement to obtain independent legal advice concerning potential liability exposure, if any, which may arise by reason of Participant's participation in CREP, and to consult with Participant's liability insurance carrier concerning whether the Participant should obtain or maintain liability insurance coverage by reason of the Participant's participation in CREP, and is not relying on any representations of Department in this regard.

## GENERAL TERMS OF THE AGREEMENT

Because this agreement is a contract with the State of South Dakota, there are certain conditions that are required by law to be included. They are as follows:

1. Independent Contractor. The Participant is an independent contractor and this agreement does not establish an employer-employee relationship between the Department and the Participant or any person employed by Participant for any purpose. The Participant agrees to pay all state, federal or local taxes, fees or other assessments related to employment of either Participant or any person employed by Participant to fulfill this agreement.
2. Access to Records. The Participant hereby authorizes GFP to obtain access to Participant's CRP records involving this CREP maintained in USDA offices to determine Participant's compliance with the terms of this agreement.
3. Assignment. This agreement may not be assigned or transferred nor may a subcontract be let unless both parties agree in writing in advance.
4. Execution. Each party has full authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party acknowledges that said person has read this agreement, understands it and agrees to its abide by its terms for the duration of this agreement.
5. Designated Owner Representative. For purposes of this Agreement, a Designated Owner Representative is an employee, family member or an individual with real property interest who, in signing the GFP Conservation Reserve Enhancement Program (CREP) Agreement, acknowledges that he or she has been designated by the fee title holder as having the hunting and fishing rights and the authority to enter this Agreement and utilize the lands described in it for the purposes of the GFP CREP.

**Participants:**

A (1). Participant's Name and Address (Zip Code) Kevin Baysinger 22735 402 <sup>nd</sup> Ave Woonsocket, SD 57385	(2) SHARE 100	(3) SSN or EIN: 504-66-9728
		(4) SIGNATURE: <i>Kevin Baysinger</i> DATE: 11-10-10
B (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE
C (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE
D (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE
E (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE
F (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE
G (1). Participant's Name and Address (Zip Code)	(2) SHARE	(3) SSN or EIN:
		(4) SIGNATURE      DATE

Describe in detail any special concerns with this property such as: (Adjacent Walk-in Area used in 40 ac. minimum, difficult or special access areas, hazards, or other concerns).

*Fields 9, 10, 11 will be enrolled in the WIA program to connect the fields and give access to all offered CRP fields.*