

REVISED AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
AND
THE STATE OF MINNESOTA

CONCERNING THE IMPLEMENTATION OF
THE MINNESOTA WATER QUALITY CREP PROJECT

I. PURPOSE

This Revised Agreement is entered into between the United States Department of Agriculture (USDA) Commodity Credit Corporation (CCC) (together, USDA CCC) and the State of Minnesota (State), to implement a Conservation Reserve Enhancement Program (CREP) under the Conservation Reserve Program (CRP). This CREP is designed to address water quality issues by the reduction of sediment, nutrients and other pollutants in watersheds and promote the enhancement of terrestrial and aquatic wildlife habitat for State and Federally listed threatened and endangered species and other wildlife within the project area (Exhibit 1).

The provisions of this Revised Agreement supersede all provisions of the earlier version of the Minnesota Water Quality CREP Agreement entered into between USDA CCC and the State (“the Parties”) on January 18, 2017. However, the provisions of the earlier Minnesota Water Quality CREP Agreement will continue to apply and be fully adhered to between USDA CCC and the State for all still-existing CRP contracts approved under such earlier agreement prior to the implementation of this Agreement, except with regard to the provisions of Section VII. E. herein, which shall apply to still-existing CRP contracts approved under such earlier agreement. All acreage enrolled under the provisions of the earlier Minnesota Water Quality CREP Agreement will be cumulatively applied to the total project acreage ceiling established under this Agreement.

No more than 75,000 acres can be enrolled through this CREP at any one time.

The purpose of this Agreement is to allow, where deemed desirable and appropriate by the USDA CCC and State, certain cropland physically located within the project area to be enrolled or re-enrolled, as applicable, in CRP through this CREP.

II. GENERAL PROVISIONS

A. The goals of this CREP Agreement are:

1. Reduce the amount of sediment, phosphorus, and nitrogen runoff from cropland in the project by 123,000 pounds per year of sediment, 19,200 pounds per year of phosphorus, and 1,220,000 pounds per year of nitrogen when full enrollment is reached.
2. Establish up to 75,000 acres of habitat for numerous State and Federally listed threatened and endangered species, including aquatic and wetland-dependent species that are declining due to habitat loss and degradation.

III. AUTHORITY

The USDA CCC has the authority under provisions of the Food Security Act of 1985, as amended (1985 Act) (16 U.S.C. § 3831 et. seq.), and the regulations at 7 CFR Part 1410 to perform all of its activities contemplated by this Agreement. Other authorities may also apply.

The State has the authority to perform the activities found in this Agreement pursuant to Minnesota Statutes Chapters 84C, 103B, 103C, and 103F. Other authorities may apply.

This Agreement is not intended to, and does not, supersede any State or Federal laws or regulations, which have been, or may be, promulgated by either USDA or the State. CREP is a component of the CRP.

IV. PROGRAM ELEMENTS

USDA CCC and the State agree that:

- A. This CREP consists of a Federal continuous CRP signup component, cost-share payments, annual rental payments, and incentive payments, and State cost-share and easement program payments to enroll eligible lands.
- B. Only cropland, as defined and determined by CCC in accordance with Farm Service Agency (FSA) National CRP Directives, may be eligible for enrollment in this CREP. Cropland that meets the eligibility criteria in this Agreement and in FSA National CRP Directives will be considered for enrollment under this CREP.
- C. All approved conservation plans for land enrolled or re-enrolled through this CREP shall be consistent with CRP regulations at 7 CFR Part 1410, FSA National CRP Directives, Natural Resources Conservation Service's (NRCS) Field Office Technical Guide (FOTG), and this Agreement. All conservation practices installed must meet the minimum specifications and criteria in FSA National CRP Directives, NRCS FOTG, and this Agreement.
- D. The CRP contracts for land enrolled or re-enrolled through this CREP must be for a period of a minimum of 14 years, but not exceed a maximum of 15 years.
- E. Eligible practices for this CREP are:
 - 1. CP2, Establishment of Permanent Native Grasses;
 - 2. CP21, Filter Strips;
 - 3. CP23, Wetland Restoration;
 - 4. CP23A, Wetland Restoration, Non-Floodplain; and
- F. To be eligible for enrollment in CRP through this CREP:
 - 1. The land must meet the eligibility requirements in 7 CFR Part 1410 and FSA National CRP Directives;
 - 2. The land must be physically located within the State of Minnesota. Land physically located outside of the State of Minnesota is not eligible to be enrolled or re-enrolled through this CREP; and

3. At least 51 percent of the cropland enrolled in a CRP contract under this CREP must be physically located within the CREP project area, as determined by CCC.

G. To be enrolled or re-enrolled as practice:

1. CP2, the cropland must be devoted to a cover comprised of a mixed stand of at least 15 native species. The mixture will be comprised of a minimum 5 grasses, and a minimum 5 forbs. At least one forb shall be a legume; further, trees and other woody vegetation are not authorized as part of the cover for practice CP2.
2. CP21, the minimum acceptable width of the filter strip will not be less than 30 feet.

H. To be eligible for enrollment or re-enrollment in CRP through this CREP, all of the cropland enrolled must be entered into an easement with the State under the State's Reinvest in Minnesota (RIM) Reserve perpetual conservation easement program.

CCC will not approve a CRP contract until the State notifies FSA that all the land to be enrolled in this CREP under that CRP contract has been approved for enrollment in a perpetual easement under the State's RIM Reserve perpetual conservation easement program. Land not approved by the State for an easement under the State's RIM Reserve perpetual conservation easement program is ineligible for enrollment in this CREP.

Moreover, CCC will terminate the CRP contract in whole or in part, as determined by CCC, when:

1. A State RIM Reserve perpetual conservation program easement for all the land enrolled in CRP under the CRP contract is not properly recorded on the land title within 18 months of the CRP contract's approval date. On a case-by-case basis, the 18-month timeframe may be extended if approved, in writing, by the Deputy Administrator for Farm Programs (DAFP), FSA; or
2. The State RIM Reserve perpetual conservation program easement for the land enrolled in CRP under the CRP contract is cancelled, terminated, otherwise voided, or ends any time prior to the end of the CRP contract period.

Refunds of CCC payments, including all annual rental, incentive, and cost-share payments, or other CCC actions resulting from the termination of a CRP contract shall solely be the responsibility of, and determined by, CCC. The State will, within 30 days of either of the following, notify the Minnesota FSA State Office in writing when a State RIM Reserve perpetual conservation program easement is:

1. Not properly recorded on the land title within the time periods specified in this paragraph; or
2. Cancelled, terminated, otherwise voided, or ends any time prior to the end of the associated CRP contract period.

I. Eligible producers will not be denied the opportunity to offer eligible acreage for enrollment during general or continuous CRP enrollment periods.

- J. CRP contracts executed under this Agreement will be administered in accordance with, and subject to, the CRP regulations at 7 CFR Part 1410, and the provisions of this Agreement. In the event of a conflict, the CRP regulations will be controlling.
- K. In the event of a conflict between the terms of the CRP contract and the terms of the State RIM Reserve perpetual conservation easement, the terms of the CRP contract and CRP regulations will be controlling until the end of the CRP contract period.
- L. If a CRP contract is cancelled, terminated, or otherwise voided any time prior to the end of the CRP contract period, the State will determine what action, if any, to take regarding the State RIM Reserve perpetual conservation program easement on the land.
- M. All offers to enroll in the CREP that meet the CRP person and land eligibility requirements, as provided in 7 CFR Part 1410 and FSA National CRP Directives, shall be submitted to the State. The State will:
 - 1. Determine eligibility of the person and land offered for enrollment in a perpetual easement under the State's RIM Reserve perpetual conservation easement program, in accordance with the State RIM Reserve perpetual easement program requirements and this Agreement; and
 - 2. Evaluate, score, and rank all offers, as provided in Sections IV.N., VI. K., and VI. L. to determine acceptance for enrollment in a perpetual easement under the State's RIM Reserve perpetual easement conservation easement program.
- N. For purposes of environmental benefits and administrative efficiencies the State will not accept any offer for enrollment in the State's RIM Reserve perpetual conservation easement program when less than eight total acres are offered for enrollment into CRP under this Agreement unless:
 - 1. At least one person or legal entity on the offer meets the definition of socially disadvantaged, limited resource, or beginning farmer or rancher, as determined by CCC; or
 - 2. The State waives the minimum eight total acre requirement. Such waiver will be determined on an offer-by-offer basis at the sole discretion of the State.

The State will evaluate, score, and rank offers that are for less than eight total acres when one of the aforementioned criteria is met. In such cases, the offer will be evaluated, scored, and ranked in the same manner as offers of eight acres or more.
- O. Land enrolled in this CREP is not eligible for re-enrollment in CRP.
- P. To be eligible to be re-enrolled in CRP through this CREP, land must:
 - 1. Meet all the requirements and criteria for re-enrollment according to the same provisions for re-enrollment under CCC's continuous CRP signup, as provided in FSA National CRP Directives and 7 CFR Part 1410, including that the existing cover must be in compliance with the conservation plan for the land;
 - 2. Meet the requirements in Section IV. F.;
 - 3. Be re-enrolled as an eligible practice specified in Section IV. E.; and

4. Not be subject to an easement or other legal requirement that a resource conserving cover is to be maintained on the land.

Q. Participants that re-enroll eligible land in CRP into this CREP:

1. May, as determined by CCC, be eligible for an annual incentive payment, in accordance with Section V.B., provided the participant is eligible for such incentive payments according to 7 CFR Part 1410, FSA National Directives, and this Agreement;
2. Are not eligible for, and shall not receive, a Signup Incentive Payment (SIP) on re-enrolled land, regardless of the practice;
3. May, as determined by CCC, be eligible for a Practice Incentive Payment (PIP) on re-enrolled land, in accordance with Section V.D., provided that the participant is eligible for such incentive payment according to 7 CFR Part 1410, FSA National Directives, and this Agreement; and
4. May, as determined by CCC, be eligible for a CCC cost share payment on the re-enrolled land, in accordance with Section V.A., provided that the participant is eligible for such payment according to 7 CFR Part 1410, National CRP Directives, and this Agreement.

To qualify for payments under Sections IV.Q(3) and IV.Q(4), the land being re-enrolled must be established to a new practice, i.e., not the same practice as was established on the land immediately prior to re-enrollment. Further, such new practice must be one that NRCS determines is needed and feasible to address a resource concern addressed by this Agreement.

- R. Per-acre maintenance incentive payments are not authorized and shall not be paid for any acreage or practice enrolled under this CREP.
- S. Cropland determined infeasible-to-farm by CCC in accordance with FSA National CRP Directives may be enrolled provided such cropland is otherwise eligible for enrollment under this Agreement. Land enrolled as infeasible-to-farm shall not be eligible for any incentive payments.

V. FEDERAL COMMITMENTS

USDA CCC agrees to:

- A. Provide cost-share payments to eligible participants of up to 50 percent of the eligible reimbursable costs incurred for installation of approved conservation practices, according to FSA National CRP Directives.

The total of all cost-share payments, including Practice Incentive Payments (PIPs), from all sources, shall not exceed 100 percent of the cost of the practice. CCC will use the CRP regulations and FSA National CRP Directives in determining the cost of the practice, and any limitations thereto, under this CREP.

- B. Make annual rental payments, consistent with FSA National CRP Directives, comprised of:
1. A base soil rental rate, determined by calculating weighted average soil rental rate for the three predominant soils of the eligible acreage offered using the current posted soil rental rate for non-irrigated cropland at the time the offer is submitted; and
 2. An incentive payment, except for acreage enrolled under the infeasible-to-farm provisions, equal to 60 percent of the base soil rental rate.

Acreage enrolled under the infeasible-to-farm provisions is not eligible for any CCC incentive payment. No per-acre maintenance payment shall be made for any practice enrolled in CRP through this CREP.

- C. Make a one-time Signup Incentive Payment (SIP), in accordance with FSA National CRP Directives for continuous CRP signup. The SIP will be considered a rental payment by USDA CCC for payment limitation purposes.
- D. Make a one-time PIP, if applicable to the practice and land enrolled, as determined by FSA, in an amount equal to 50 percent of the eligible reimbursable cost of practice installation. The PIP is considered a cost share payment and is subject to the limitations in Section V.A. USDA CCC will use CRP regulations and FSA National CRP Directives in determining any limitations to the PIP amount under this CREP Agreement.
- E. Make all land and producer CRP eligibility determinations in accordance with CRP regulations at 7 CFR Part 1410, FSA National CRP Directives, and this Agreement, except for the eligibility determination of the person and land offered for enrollment in the State RIM Reserve perpetual conservation easement program, which shall be determined by the State.
- F. Administer CRP contracts for lands enrolled and re-enrolled in CRP through this CREP in accordance with CRP regulations at 7 CFR Part 1410, FSA National CRP Directives, and this Agreement.
- G. Review and approve, when appropriate, conservation plans for land enrolled and re-enrolled through this CREP in accordance with FSA National CRP Directives.
- H. Conduct compliance reviews in accordance with FSA National CRP Directives.
- I. Provide information to producers regarding this CREP.
- J. Permit successors-in-interest to existing CRP contracts under this CREP in the same manner as allowed for other CRP contracts, in accordance with FSA National CRP Directives.
- K. Share appropriate data with the State to facilitate implementation of the provisions of this Agreement and to facilitate the State's monitoring efforts. All data shared is subject to the provisions of Section VII.H.

VI. STATE COMMITMENTS

The State agrees to:

A. The following:

1. Contribute not less than 30 percent of the overall annual program costs of this CREP through direct payments and in-kind contributions, or technical assistance.

At least 10 percent of the overall project cost must be in the form of direct payments to participants. The in-kind services include all costs associated with easement services to record the easement, easement stewardship, and technical assistance. The State's contributions include but are not limited to: RIM Reserve perpetual conservation easement program payments, and related processing fees and stewardship payments; monitoring; outreach; technical assistance; and conservation plan reimbursements.

In the event that the State has not contributed at least 30 percent of the overall total costs, as determined by USDA CCC, the State is required by USDA CCC to fulfill that obligation and pay the difference within 90 days or provide some other mutually agreed upon remedy. DAFP will confer with the State before USDA CCC makes any final determination that the State has not met its financial obligation, notwithstanding the financial requirements of this paragraph. To the extent that the State meets its financial obligations as specified in this Agreement, but falls short of the 30 percent, USDA CCC may at its discretion, deem that the State has met its financial obligations.

2. The 30 percent contribution described in Section VI.A.1 is premised on the condition that the majority of the matching funds provided by the State is not provided by one or more nongovernmental organizations, as determined by USDA CCC. However, in the event that a majority of the funds the State uses to meet its matching contributions under this CREP is provided by one or more nongovernmental organizations, as determined by USDA CCC, then the minimum contribution the State must provide will immediately rise to 30 percent of the overall annual program costs of this CREP. Further, within 120 days of the date that USDA CCC determines that a majority of the funds the State uses to meet its contributions under this CREP is provided by one or more nongovernmental organizations, USDA CCC and the State will agree to a written amendment to this Agreement that notes this source of funds and specifies the minimum contribution of the State.
 3. For purposes of Section VI.A, "funds" may be cash, in-kind contributions, or technical assistance, as determined by USDA CCC.
 4. In the event that the State loses the authority or ability to provide matching contributions as described above, the State must inform USDA CCC within 10 days of such loss, and USDA CCC may agree to a temporary waiver of such matching requirements, or continued enrollment with a temporary suspension of incentive payments or the State's contributions, for the period of such loss of authority or ability, as determined appropriate by USDA CCC.
- B. Provide cost-share payments to eligible participants in an amount equal to the eligible reimbursable costs of installing the approved conservation practice, minus the cost-share and PIP

paid for such practice by USDA CCC in accordance with Section V. The total of all cost-share payments, from all sources, shall not exceed 100 percent of the producer's out-of-pocket expenses.

- C. Place land enrolled in CRP through this CREP under a permanent conservation easement by enrolling the land in the State's RIM Reserve perpetual conservation easement program. The State will be solely responsible for all aspects and enforcement of the State RIM Reserve perpetual conservation easement.
- D. Provide a one-time State RIM Reserve perpetual conservation easement payment to eligible producers in an amount equal to the result of subtracting the landowner's share of the total CRP annual rental payments over the full duration of the CRP contract from the amount of the State RIM Reserve Perpetual conservation easement payment the landowner would have received for enrolling the land into a perpetual easement under the State's RIM Reserve perpetual conservation easement program without regard to this CREP or CRP.
- E. Implement a broad campaign for continuous public information, education, and outreach regarding this CREP, including seeking producers willing to offer eligible land for enrollment in CRP through this CREP.
- F. Implement and pay for costs associated with Minnesota's annual monitoring program designed to evaluate overall success of this CREP and meeting the goals in Section II.
- G. Provide technical assistance to producers, through Soil and Water Conservation Districts, regarding establishment and maintenance of approved practices and completing paperwork.
- H. Provide a full time CREP Administrative Coordinator to facilitate and oversee implementation of this CREP including, but not limited to, coordination between the State and FSA, promotional and outreach activities of the State, monitoring activities by the State, and technical assistance provided by the State.
- I. Determine eligibility of the person and land offered for enrollment into a perpetual easement under the State's RIM Reserve perpetual conservation easement program.
- J. Evaluate, score, and rank offers, based on environmental benefits criteria established by the State, to determine enrollment into an easement under the State's RIM Reserve perpetual conservation easement program. The State will establish criteria to determine when the minimum eight total acre requirement will be waived. The DAFP, or designee, must concur in writing with the minimum eight total acre waiver criteria and the environmental benefits criteria before either set of criteria can be used by the State on any offer. The State is solely responsible for the evaluation, scoring, and ranking of offers for enrollment into the State's RIM Reserve perpetual conservation easement program.

The State will evaluate, score, and rank offers in batches to determine whether the land offered will be enrolled in a perpetual easement under the State's RIM Reserve perpetual conservation easement program. USDA CCC shall not approve a CRP contract until the State notifies FSA that all the land to be enrolled in this CREP under that CRP contract has been approved for enrollment into a perpetual easement under the State's RIM Reserve perpetual conservation easement program. Batching periods will occur during timeframes agreed upon between the State and the Minnesota FSA Office. The State will prioritize and select offers for enrollment

into a perpetual easement under the State's RIM Reserve perpetual conservation easement program based on the environmental benefits to be obtained, determined by the scoring and ranking process. The State will determine a minimum environmental benefits score for each practice and batching period.

The State will provide DAFP, through the Minnesota FSA State Office, the minimum environmental benefits score for each practice and batching period. The DAFP, or designee, will within 15 days in writing either concur with the minimum environmental benefits scores or provide the reasons for not concurring and work with the State to develop a mutually satisfactory solution. If the DAFP, or designee, does not respond within 15 days, USDA CCC is assumed to have concurred with the minimum environmental benefits score, unless FSA informs the State in writing of an extension. Producers whose offers fall below the minimum environmental benefits score will be notified by FSA that their offers are not approved for that batching period.

- K. Evaluate, score, and rank offers that are for less than eight total acres in the same manner as offers of eight acres or more if:
 - 1. At least one person or legal entity on the offer meets the definition of a socially disadvantaged, limited resource, or beginning farmer or rancher, as determined by USDA CCC; or
 - 2. The State waives the minimum eight total acre requirement. Such waiver will be determined on an offer-by-offer basis.

The State will evaluate, score, and rank offers that are for less than eight total acres in the same manner as other eligible offers when at least one of the aforementioned conditions are met.

- L. Seek producers willing to offer eligible and appropriate land for enrollment through this CREP.
- M. Ensure this CREP is coordinated with other agricultural and natural resource conservation programs at the State and Federal level.
- N. Seek the approval of this Agreement by any independent boards or bodies within the State as may be necessary or appropriate to implement this Agreement.
- O. By December 31st of each year, provide a report to USDA CCC, in a format determined by FSA, that includes, but is not limited to:
 - 1. Status of enrollments under this CREP;
 - 2. Progress in fulfilling State commitments of this Agreement;
 - 3. Level of program participation;
 - 4. Results of all monitoring activities;
 - 5. Summary of non-federal CREP program expenditures;
 - 6. Recommendations to improve the program;
 - 7. Status of meeting each of the goals specified in Section II;
 - 8. USDA CCC payments made, by type, to participants in the applicable year, and accumulated total (USDA CCC will provide the State with the annual data);
 - 9. Cost of each separate in-kind contribution made in the applicable year and accumulated total, to meet the requirements in Section VI.A;

10. Summarization of the State's overall cost of the program; and
11. Other data as specified in FSA National CRP Directives.

- P. Temporarily release participants from any contractual restrictions on crop production during the CRP contract period if such release is determined to be necessary by the U.S. Secretary of Agriculture in order to address a national emergency and/or is otherwise undertaken consistent with FSA National CRP Directives.

VII. MISCELLANEOUS PROVISIONS

- A. All commitments by USDA and the State are subject to the availability of funds, including funds committed by partners, in accordance with applicable law. In the event either party is subject to a funding limitation, it will notify the other party in writing within 30 days and any necessary modifications will be made to this Agreement, including termination of this Agreement.
- B. All CRP contracts under this CREP shall be subject to all limitations set forth in the regulations at 7 CFR Part 1410, including but not limited to, such matters as economic use, transferability, violations, and contract modifications. Agreements between owners and operators and the State may impose additional conditions not in conflict with those under the CRP regulations, but only if approved in writing by USDA CCC.
- C. Neither the State nor the USDA CCC shall assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- D. The State and USDA CCC agree that each party will be responsible for its own acts, omissions, and results thereof, to the extent authorized by law and shall not be responsible for the acts, omissions, and results thereof of any others.
- E. Eligible acreage may be enrolled or re-enrolled under this Agreement until this Agreement is terminated, enrollment is suspended, authority for USDA CCC to enroll land in CRP expires or is otherwise ended, the 75,000-acre project enrollment limit is reached, USDA CCC deems enrollment should be suspended due to the approach of a statutory limitation on the enrollment of acres, or September 30, 2039, whichever comes first.
- F. Either USDA CCC or the State may unilaterally terminate this Agreement at any time upon 30 days written notice to the other party. Further, USDA CCC may, unilaterally, immediately suspend enrollment through this CREP without prior notification when it determines that it is necessary to do so to avoid exceeding the statutory acreage cap. Such termination or suspension will not alter responsibilities regarding existing contractual obligations under this Agreement between participants and USDA CCC, between USDA CCC and the State, or between participants and the State.
- G. The Deputy Administrator for Farm Programs, FSA, or designee has authority to carry out this Agreement, and with the concurrence of the Executive Director of the Minnesota Board of Water and Soil Resources, or designee, may further amend this Agreement consistent with the provisions of the 1985 Act, as amended, and the regulations at 7 CFR Part 1410. The provisions of this Agreement may only be modified by written agreement between USDA CCC and the State.

- H. USDA and the State of Minnesota will abide fully by the privacy provisions contained in “Information Gathering” found at Section 1619 of Public Law 110-246 (codified at 7 U.S.C. 8791) (“Section 1619”) and the “Administrative Requirements for Conservation Programs,” found at Section 2004 of Public Law 107-171 (codified at 16 U.S.C. 3844), as well as the Privacy Act of 1974, and related laws. For purposes of Section 1619, USDA has determined that the State of Minnesota is considered to be working in cooperation with USDA and CCC. Specifically, the State of Minnesota will use data provided by USDA only for the purpose of carrying out its responsibilities under, and furthering the goals of, this Agreement. Disclosure of any information beyond the USDA, CCC, and the State of Minnesota must be in an aggregate form only, and in a manner that ensures the complete confidentiality of individual producers and program participants to whom the data pertains. The provisions of this paragraph will also apply to any third-party agency, organization, or individual funded or otherwise supported or utilized by the State of Minnesota to conduct any work associated with this Agreement. Additionally, USDA, CCC, and the State of Minnesota agree to keep the data in a secure site. All of the other provisions of the above-noted laws will also apply and must be abided with fully; failure of any party to abide by such provisions may result in immediate termination of this Agreement by USDA. Data provided by USDA to the State of Minnesota must be returned to USDA and/or destroyed by the State of Minnesota, and any third parties with whom the State of Minnesota shared the data, once the State of Minnesota no longer requires such data to carry out its responsibilities under this Agreement, with notice of such destruction being provided to USDA within 30 days of such destruction; this requirement shall apply on a contract-by-contract basis for producers who participate in CRP under this Agreement. Lastly, the provision of Section VII. F. also apply to still-existing CRP contracts approved under the earlier versions of this CREP Agreement.

Further, any USDA-provided data that falls within the privacy provisions of Section 1619 are considered Federal records and therefore neither subject to the State of Minnesota’s record retention requirements, nor releasable by the State of Minnesota, except in accordance with the disclosure provisions as noted above.

- I. If any clause of this Agreement is found by a competent court of the Federal or State jurisdiction to be void, that clause will be stricken from the Agreement and the rest and remainder of the Agreement will remain in effect or, if both USDA CCC and the State agree, the entire Agreement may be voided.
- J. Nothing in this Agreement will in any way limit USDA CCC’s ability to deny an application for enrollment or re-enrollment, terminate a CRP contract, or obtain refunds of USDA CCC payments made to any participant.
- K. As required by Minnesota Statute section 103F.48, subd. 3, unless otherwise provided for in the subdivision, landowners that own property adjacent to a water body identified and mapped on the Buffer-protection map must maintain a buffer to protect the state’s water resources. With the exception of cropland adjacent to “public waters” and/or “public drainage systems,” included on the Buffer-protection map (as of the date of execution of this Agreement), eligible cropland may be enrolled in CRP contracts under this Agreement until this Agreement is terminated, enrollment is suspended upon agreement by USDA CCC and the State, authority for USDA CCC to enroll land in CRP expires or is otherwise ended, the 75,000 acre project limit is reached, or September 30, 2039, whichever comes first. For purposes of this Agreement, the terms “public

waters” and “public drainage systems” are defined in accordance with Minnesota Statute, section 103F.48, as of the date of execution of this Agreement.

- L. No real or personal property will be acquired, held, or disposed of by USDA CCC as a result of this Agreement. USDA CCC and FSA shall not be party to, or responsible for any aspect of the required perpetual easement, including but not limited to, easement fillings and service, easement enforcement, compliance or monitoring activity, or any laws, ordinances, or regulations regarding any easement. All easement issues related to this Agreement are matters for the State. However, USDA CCC reserves the right to deny or terminate any CRP contract entered into pursuant to this Agreement if eligibility or other provisions of this Agreement relating to an easement are not met.
- M. No lands may be enrolled under this CREP until the USDA’s CREP Program Manager approves a detailed Minnesota FSA State Office amendment to FSA National CRP Directives that provides a thorough description of this program and applicable practices.
- N. No haying or grazing is permitted on land enrolled or re-enrolled in CRP through this CREP.

IT IS SO AGREED:

The individuals signing below represent that they have the authority to sign this Agreement on behalf of their respective parties.

FOR THE U.S. DEPARTMENT OF AGRICULTURE



Acting Deputy Administrator for Farm Programs
U.S. Department of Agriculture

Date: January 3, 2025

FOR THE STATE OF MINNESOTA



Governor, State of Minnesota

Date: January 2, 2025

Exhibit 1, Minnesota Water Quality CREP Project Area



Minnesota Farm Service Agency —

Minnesota Water Quality CREP (MN CREP III)

