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U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

FSA-1951-39
(10-15-02)

Form Approved - OMB No. 0560-0161

DEBT FOR NATURE CONSERVATION CONTRACT

CONTRACT NO. (1) 37335-09

THIS CONTRACT RELATED TO REAL PROPERTY is made this (2) 27th day of
(3) May, (4) 20 05, by and between [Borrower] (5) Amelia K. Morrissey
, in the County/Parish of (6) Ontario,
State of (7) New York, (hereafter referred to as the "Grantor"), and
the United States Department of Agriculture, acting by and through the Farm Service Agency (FSA),
its successors and assigns (hereafter referred to as the "Grantee"). The Grantor and the Grantee are jointly referred
to as the "Parties".

The Grantor warrants that he, she, or they is/are the sole owner(s) with marketable title to the contract area and will honor the intentions of the Grantee stated herein and preserve and protect the conservation values of the contract area. Grantor intends to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Witnesseth:

Authority. This contract related to real property is authorized by section 349 of the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1997) which authorizes the Secretary of Agriculture, acting by and through the FSA, to enter into contracts on real property for conservation, recreational, historic preservation, and wildlife purposes.

Purposes. It is the purpose of this contract related to real property to restore, protect, manage, maintain, and enhance the functional values of wetlands, uplands, highly erodible lands, historic properties and other eligible lands for conservation, recreation, preservation, and wildlife purposes.

NOW THEREFORE, the Grantor hereby grants and conveys to the Grantee, for (12) 50 years, commencing on the date of this agreement as heretofore provided all rights and interests in the lands comprising the contract area, including rights of access to the contract area, but reserving to the Grantor only those rights, title, and interests listed in Part C. It is the intention of the Grantor to grant and convey for (13) 50 years any and all other rights not so reserved. This contract shall constitute an equitable interest upon the land so encumbered; shall run with the land for (14) 50 years; and shall bind the Grantors, their heirs, successors, assigns, lessees, and any other person claiming under them. This contract will terminate automatically without further action at 11:59 PM on (15) May 27th, (16) 20 05.

SUBJECT, however, to all valid rights of record, if any.

PART A - DEFINITIONS

As used in this contract:

1. **Conservation Plan** - means the "Plan" developed by the Grantee and appropriate parties which describes the schedule of operations and activities required to solve identified natural resource concerns and is technically adequate for achieving the objectives of the contract.
2. **Contract Area** - means the area described in Part B below.
3. **Equitable Interest** - means the rights and interests of ownership which the United States Department of Agriculture holds in the contract area.
4. **Grantee** - means the United States Department of Agriculture, acting by and through the Farm Service Agency, its successors and assigns.
5. **Grantor** - means the Grantor of this contract and the Grantor's successors and assigns.
6. **Liquidated damages** - means the damages FSA will suffer in event of a breach of this contract as calculated in Part F(4)(a).
7. **Managed timber harvest** - means practices such as pruning or thinning in accordance with a forestry management plan, approved by the Natural Resources Conservation Service, or other approved agency, for the benefit of protecting or enhancing a resource or its habitat.
8. **Recreation** - means consumptive and nonconsumptive activities for outdoor enjoyment including, but not limited to, camping, hiking, bird watching, boating, and hunting and fishing in a manner consistent with sound conservation practices.

PART B - DESCRIPTION OF THE CONTRACT AREA

The lands encumbered by this contract, referred to hereafter as the contract area, are described as (17) :

SEE ATTACHED LEGAL DESCRIPTION

PART C - GRANTOR'S RESERVATIONS

Subject to the Grantee's rights granted by this contract, the Grantor reserves:

1. **Title.** Record title, along with the Grantor's right to convey or transfer title to these reserved rights.
2. **Control of Access.** The right to prevent trespass and control access by the general public as long as such control does not interfere with the purpose of the contract.
3. **Recreational Uses.** The right to enjoyment and those undeveloped recreational uses of the contract area specified in the conservation plan, including hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
4. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the contract area, provided that any drilling or mining activities are to be located outside the boundaries of the contract area and will not have an adverse impact on the contract area.

PART D - GRANTOR'S OBLIGATIONS

The Grantor shall comply with all terms and conditions of this contract, including the following:

1. **Prohibitions.** Unless authorized as a compatible use under Part E, the rights to the following activities and uses have been conveyed to the Grantee and are prohibited on the contract area:
 - a. haying, mowing, or seed harvesting for any reason;
 - b. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 - c. dumping refuse, waste (including hazardous waste), sewage, or other debris;
 - d. harvesting wood products;
 - e. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
 - f. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the contract area by any means;
 - g. building or placing buildings or structures on the contract area;
 - h. planting or harvesting any crop; and
 - i. grazing or allowing livestock on the contract area.
2. **Conservation Plan.** The Grantor is responsible for complying with the requirements of the conservation plan and any amendments. Each successor-in-interest to the Grantor shall also comply with the requirements of the conservation plan and any amendments.
3. **Fences.** Unless specifically accepted by the Grantee, all costs associated with the construction and maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Grantor. All fences must be constructed in accordance with the terms and conditions of the conservation plan.
4. **Liability.** The Grantor shall be liable for actions occurring within or on the contract area.
5. **Notice.** The Grantor shall notify the Grantee 30 days prior to sale or foreclosure of the property which includes the contract area of the name and address of the purchaser or foreclosing party, if known.

6. **Noxious Plants and Pests.** The Grantor is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the Grantee prior to implementation by the Grantor.
7. **Reporting.** The Grantor shall report to the Grantee any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the contract area.
8. **Taxes.** The Grantor shall pay, when due, any and all real property and other taxes and assessments, if any, which may be levied against the contract area.

PART E - COMPATIBLE USES BY THE GRANTOR

1. **General.** The Grantee at its sole discretion may authorize, in writing and subject to such terms and conditions the Grantee may prescribe, the use of the contract area for compatible uses related to conservation purposes by the Grantor, including, but not limited to, managed timber harvest, periodic haying, or grazing.
2. **Access.** If access across the contract area will not adversely affect the resource protected by the contract, the Grantor may be allowed access across existing roads or paths in accordance with the terms and conditions of the conservation plan. The existing road network is more particularly described in Exhibit (18) 1.
3. **Limitations.** A compatible use will only be allowed if such use is consistent with the long-term protection and enhancement of the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee shall prescribe the amount, method, timing, intensity, and duration of the compatible use in Grantee's written authorization.

PART F - GRANTEE'S RIGHTS

The rights of the Grantee include:

1. **Management activities.** The Grantee shall have the right to enter on to the contract area to undertake, at its own expense or on a cost-share basis with the Grantor or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland, upland, wildlife habitat, and other natural values of the contract area. The Grantee, at its own cost, may apply or impound additional waters on the contract area in order to maintain or improve wetland, upland, wildlife habitat, and other natural values.
2. **Access.** The Grantee has a right of reasonable ingress and egress to the contract area over the Grantor's property, whether or not the property is adjacent to the contract area, for the exercise of any of the rights of the Grantee under this contract. The authorized representatives of the Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.
3. **Contract Management.** FSA may delegate all or part of the management, monitoring or enforcement responsibilities under this contract to any entity authorized by law that it determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this contract. The authority to modify or terminate this contract is reserved to the Grantee.

4. **Violations and Remedies - Enforcement.** The Parties agree that this contract may be introduced in any enforcement proceeding as the stipulation of the Parties. If there is any failure of the Grantor to comply with any of the provisions of this contract, the Grantee or other delegated authority shall have any legal or equitable remedy provided by law and the right to:
- a. **Liquidated Damages.** In the event of a violation of the terms of this contract by the Grantor or any of his successors-in-interest, liquidated damages may be assessed against each parcel upon which a violation occurs. Such damages will be assessed by imposing a lien upon each acre of the parcel involved in the violation at a rate per acre based on the costs of restoration of the contract area, the rounded division of the amount of the loan written down by the number of acres covered by the contract, and administrative expenses. This lien will have the same lien priority as enjoyed by this contract; and
 - b. **Reinstate all or a portion of the debt.** If a violation occurs while the Grantor is still indebted to FSA and no restoration costs have incurred, the Grantee may reinstate all or a portion of the debt which canceled in lieu of assessing liquidated damages. Grantor will cooperate in executing any documents necessary to reestablish the secured debt. Such reinstated debt shall be deemed a mortgage on the real property encumbered by this contract and other lands which were under mortgage at the time this contract was entered into; and
 - c. **Enter upon the contract area.** The Grantee retains the right to enter the contract area to perform necessary work for prevention of or remediation of damage to wetland, upland, wildlife habitat, or other natural values; and
 - d. **Assess all expenses incurred by the Grantee.** The Grantee may assess all expenses incurred by the Grantee including any legal fees or attorney fees against the Grantor or any of the successors-in-interest, to be owed immediately upon assessment to the Grantee.
 - e. **Contract Continuation.** Notwithstanding any violation or breach of the terms of this contract, this contract shall remain in force.

PART G - CONTRACT MODIFICATIONS

The terms and conditions of this contract shall not be modified except by the Grantee as provided in Part F of this contract. Modifications may be made to the conservation plan by the Grantee to add or substitute practices.

PART H - GENERAL PROVISIONS

1. **Successors in Interest.** The rights granted to the Grantee shall accrue to any of its agents, successors, or assigns. These agents, successors or assigns shall have all of the discretionary powers of the United States under this contract, except that the power to release or modify, in any manner, the terms of this contract may be exercised only by a designated employee of the United States Department of Agriculture. All obligations of the Grantor under this contract shall also bind the Grantor's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the landowners who are parties to this contract shall be jointly and severally liable for compliance with its terms.
2. **Rules of Construction and Special Provisions.** All rights in the contract area not reserved by the Grantor shall be deemed granted to the Grantee. Any ambiguities in this contract shall be construed in favor of the Grantee to effect the conservation, recreation, or wildlife purposes of this contract. The grants, covenants, and servitudes benefiting the Grantee under this contract shall be unaffected by any action related to any loan or mortgage between the Grantor and the Grantee, including satisfaction or foreclosure, or by any subsequent amendments or repeal of section 349 of the Consolidated Farm and Rural Development Act.

PART I - SPECIAL PROVISIONS (IF ANY)

In the event any provision of this contract is held to be invalid, it shall be stricken while leaving the remaining provisions in force.

PART J - CONCLUSION

TO HAVE AND TO HOLD, the rights granted by this Contract Related to Real Property benefit the Grantee and its successors and assigns for (19) 50 years. The Grantor warrants that he, she, or they are the sole owner(s) with marketable title to the contract area and will defend and protect the Grantee's rights under this contract against all claims and demands. The Grantor agrees to comply with the terms and conditions contained in this document for the use of the contract area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this contract.

Dated this (20) 27TH day of (21) MAY, (22) 2005

Grantor(s): (23) Amelia K. Morrisey
AMELIA K. MORRISEY Borrower/Owner

(24) _____
Borrower/Owner

Grantee: (25) Gerald M. Killigrew Jr.
GERALD M. KILLIGREW JR.,

(26) _____
FARM LOAN MANAGER
Title

PART K - ACKNOWLEDGEMENT

STATE OF (27) NEW YORK } ss.
COUNTY OF (28) ONTARIO

On the 27TH day of MAY in the year 2005, before me, the undersigned, a notary public in and for said State, personally appeared AMELIA K. MORRISEY AND GERALD M. KILLIGER JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

My commission expires:

10/4/08

TAMARA ROTHCHILD
Notary Public, State of New York
Ontario County No. 01R06110754
Commission Expires October 4, 2008

Tamara Rothchild
NOTARY PUBLIC

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 7 CFR Part 1951, subpart S. The information will be used to document program eligibility. Furnishing the requested information is mandatory for program benefits. Failure to furnish the requested information will result in determination of ineligibility for the program administered by FSA. 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, 1061, 15 USC 714m, and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0161. The time required to complete this information collection is estimated to average 2 hours 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. **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.

Exhibit #1
Amelia Morrissey
Conservation Contract Area

34.3 acres +/-

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Canandaigua, County of Ontario, State of New York, being a part of lots 82 & 88 of said town bounded and described as follows:

COMMENCING AT an a wooden fence post at or near the Southwest boundary of Amelia and Michael Morrissey's property, tax map parcel # 82.00-1-42, Town of Canandaigua. Running thence North 63° East, a distance of 239.8 feet to a metal stake at the point of beginning.

RUNNING THENCE Due North, distance of 36.1 Feet;

RUNNING THENCE North 42° 0' 0" East a distance of 231.6 Feet;

RUNNING THENCE North 31° 0' 0" East, a distance of 551.0 Feet;

RUNNING THENCE North 23° 0' 0" East, a distance of 239.1 Feet;

RUNNING THENCE North 6° 0' 0" East, a distance of 403.4 Feet;

RUNNING THENCE North 56° 0' 0" West, a distance of 42.0 Feet;

RUNNING THENCE North 1° 0' 0" East a distance of 1082.4 Feet;

RUNNING THENCE South 78° 0' 0" East along or near the Southern boundary of NYS Routes 5&20, a distance of 564.2 Feet;

RUNNING THENCE South 7° 0' 0" West, a distance of 56.7 Feet;

RUNNING THENCE South 29° 0' 0" West, a distance of 108.6 Feet;

RUNNING THENCE South 2° 0' 0" East, a distance of 177.1 Feet;

RUNNING THENCE South 69° 0' 0" East along or near the Western boundary of Hopkins Road, a distance of 41.3 Feet;

RUNNING THENCE South 11° 0' 0" East a distance of 347.7 Feet;

RUNNING THENCE South 22° 0' 0" East, a distance of 165.6 Feet;

RUNNING THENCE South 30° 0' 0" East, a distance of 128.3 Feet

RUNNING THENCE South 39° 0' 0" East, a distance of 176.8 Feet

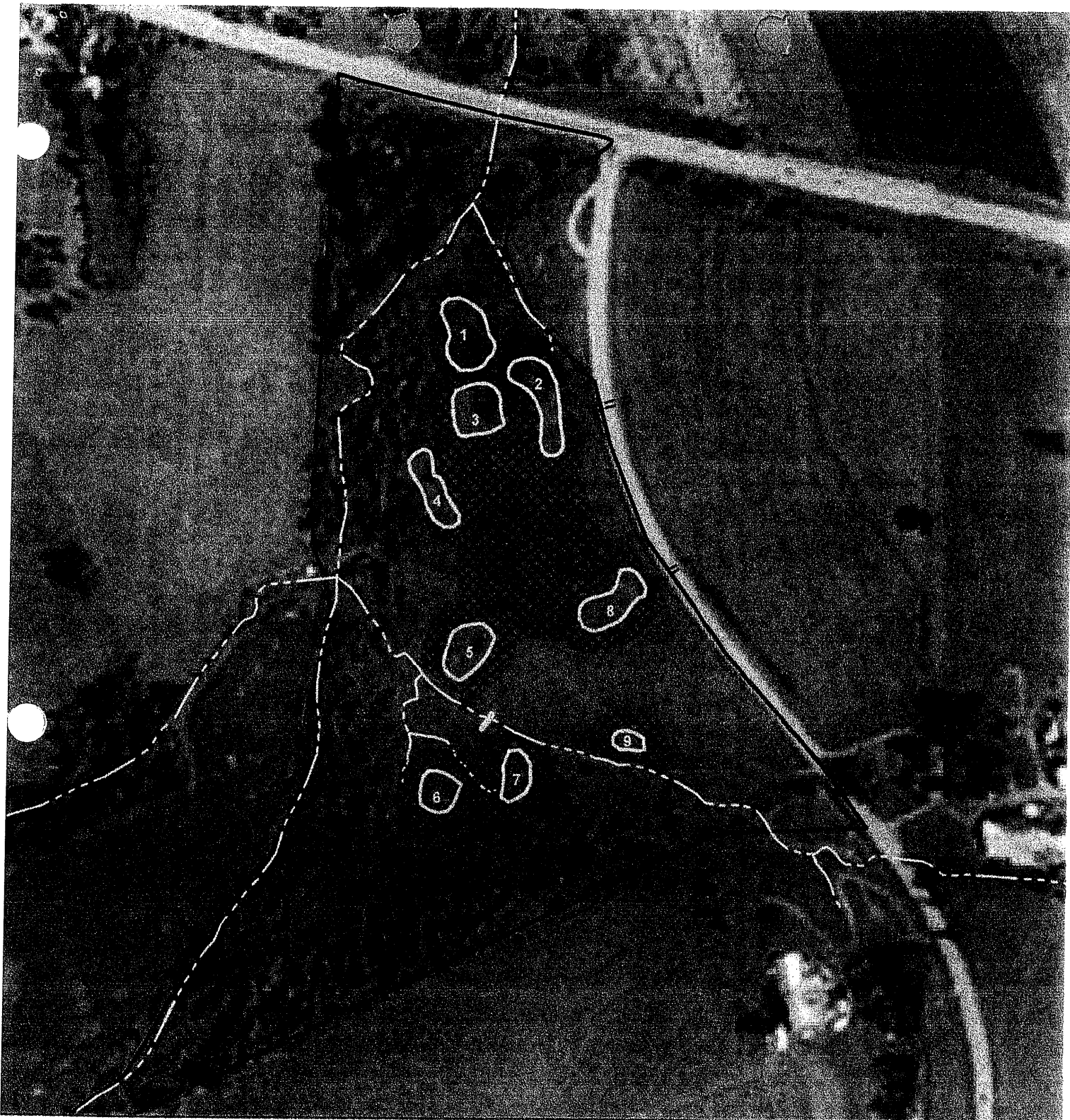
RUNNING THENCE South 43° 0' 0" East, a distance of 416.6 Feet

RUNNING THENCE South 61° 53' 34" West along the Southern boundary of said parcel, a distance of 1908.4 Feet to point of beginning; Said tract containing 34.3 acres of land, be the same, more or less.

SUBJECT to easements, rights-of way, and restrictions of record

ALSO, SUBJECT to the maintenance on existing farm road approximately 15 feet wide through the easement area.

BEING AND INTENDED TO BE a portion of the lands conveyed by deed to Michael and Amelia Morrissey recorded in the Ontario County Clerk's Office in Liber 739 of Deeds at Page 801.



Base Imagery: USDA Digital Orthophotography, Exposure Date: 2003
 Topography Source: USGS 7.5 Minute Topographic Map. Note contour interval shown.

Legend

- Constructed Potholes (1.8 Ac. total water area)
- Grassland Maintenance (approx. 6 Ac. total area)
- Creeks
- DFN Easement
- Existing Linear Features
- Creek Crossing
- Culvert

Natural Resources Conservation Service
 USDA Service Center, Canandaigua, New York
 Cooperating with the Ontario County Soil & Water Conservation District

300 0 300 Feet



Amy Morrissey
 WRP/Debt for Nature

Plan View

*this map mailed to
 Amy 5/30/06 w/
 cover letter dated the same*