

### LONG-TERM AGREEMENT

A. To be completed by NRCS; check appropriate box:

This transaction is for CCC

This transaction is for NRCS

B. Agreement NO.: 66-6526-09-1628

C. Program: WRP

D. State: Nebraska

E. County: Jefferson 095

1. The undersigned participants enter into this agreement with the (1 a.) Natural Resources Conservation Service to implement and or maintain specific conservation practices, as set forth in the Attachment B: Schedule of Operations on the property as identified on the location map (Attachment D). In consideration for the implementation and or maintenance of the practices, NRCS will make payments to the participant(s) in the amount (s) described in the Schedule of Operations. This agreement is effective on the date signed by (1 b.) NRCS and extends through (1 c.) 12-31-15.

2. This agreement is comprised of this form AD-1154 and the following attachments. The terms of the Attachment A: General Provision; B: Plan or Schedule of Operations, C: Special Provision, D: Property Location Map are fully incorporated by reference into this document and are binding upon the participant(s).

3. The participant(s) agree; a) to implement and or maintain conservation practices for the life of this agreement on the above described land in compliance with the plan or schedule of operations and in accordance with the standards, specifications and other special program criteria obtained from the local field office of the NRCS; b) to forfeit further payments under this agreement and refund the United States, in amounts determined by (3 a.) NRCS, payments received hereunder upon NRCS' determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and (c) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and (3 b.) NRCS consents to the modification.

By signing below, the parties agree to comply with the terms of this agreement, and further agree that form AD-1154 and the following attachments: A: General Provisions, B: Plan or Schedule of Operations, C: Special Provisions, D: Property Location Map constitute the entire agreement of the parties, inclusive.

4. Name and Address: Darrell D Bruns PO Box 552 Beatrice, NE 68310	4 a. Telephone Number: (402) 223-0409
	4 b. Social Security # or tax ID # if applicable
	4 c. Signature: <u>Darrell D. Bruns</u> 4 d. Date: <u>8-20-2010</u>
5. Name and Address:	5 a. Telephone Number:
	5 b. Social Security # or tax ID # if applicable
	5 c. Signature: 5 d. Date:

(6.) For: NRCS

(see page 3, continuation sheet for more participants, if applicable)

(6 a.) By: [Signature]  
(Signature Authorizing Official) 09-7-10

(6 b.) Date: 9/13/10

Former NRCS-LTP-002, CCC-1251

The signature by the NRCS representative signifies a CCC-NRCS transaction as indicated above.

\$96,713-

9/14/10 scanned copy sent to Great Island PO. Kelly

AUG 24 2010

AD-1154

SEP 01 2010

[Signature]



CONSERVATION PLAN FOR SCHEDULE OF OPERATIONS

PARTICIPANT DARRELL D BRUNS		COUNTY AND STATE JEFFERSON, NEBRASKA	PROGRAM AND CONTRACT NUMBER		FUND CODE
LAND UNITS OR LEGAL DESCRIPTION Tract: 283 Fields: WRP		WATERSHED 10270207	ACRES 132.5	EXPIRATION DATE 8/31/2015	

Year	2011	2012	2013	Contract Balance
Amount(\$)	96,143	380	190	96,713

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.  
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.  
 C. All cost share rates are based on average cost (AC) with the following exceptions:  
 AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.  
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

Signature Darrell D. Bruns Date 8-20-2010  
 DARRELL D BRUNS

NRCS Approving Official Signature Jeremy Smith Approved by Conservation District Representative Signature [Signature]  
 Date 9/13/10 Date 8-20-10

PUBLIC BURDEN STATEMENT  
 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 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 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 information.  
 PRIVACY ACT  
 The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding, or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT  
 The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, family status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (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, 1400 Independence Avenue, S.W., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.\*

- (1) The participant agrees to include in any single contractual arrangement estimated to exceed \$10,000 the non-segregated facilities provisions applicable to federally-assisted construction contracts.
  - (2) The participant shall comply with Executive Order 11246 and the non-segregated facilities provisions with regard to employment of people specifically to assist the participant in construction work estimated to exceed \$10,000 to be installed in any 12-month period.
  - (3) The participant shall actively assist NRCS and/or the conservation district in obtaining from the contractor full compliance with non-segregated facilities provisions in any contractual arrangement entered into by the participant. The Contracting Officer is to furnish the participant all forms, posters, and instructions for compliance with Executive Order 11246 and the non-segregated facilities provisions.
- C. The participant agrees to obtain signed NRCS-ADS-818, Certification of Non-segregated Facilities (form provided by NRCS) from a contractor when the construction contract exceeds \$10,000. The participant further agrees to provide the signed agreement to the Contracting Officer.
- D. If the total estimated cost of this agreement exceeds \$10,000 and the participant intends to perform the construction work himself or herself and employ personnel for the specific purpose of assisting in the construction, the participant will acquire Forms NRCS-ADS-818 and NRCS-ADS-819. The participant agrees to sign Form NRCS-ADS-818 and furnish copies to the Contracting Officer.

### **III. Modification/Extension/Correction**

- A. Any changes to this agreement must be made in writing and signed by the parties.
- B. The parties may modify the terms of this agreement by mutual agreement.
- C. NRCS reserves the right to unilaterally correct all errors in entering data or in the results of computations set forth in the agreement.

### **IV. Termination Causes, Repayment, and Appeal Rights**

- A. Violation of Agreement—

The Contracting Officer may terminate an agreement, require full or partial repayment with interest by participant(s) of payments received under the agreement, and/or require a reduction in future payments received under the agreement for any of the following reasons:

- (1) Noncompliance with the material terms of this agreement, including, but

NRCS. If the participant elects to terminate this agreement, the participant will be responsible to refund to NRCS any payments made under this agreement unless the participant can demonstrate that he or she fully implemented an included practice or maintained a conservation practice(s) in accordance with this agreement. Repayment may be prorated by NRCS in these instances.

**VI. Examination of Records**

Participant(s) agree to give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Participant(s) agree to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

**VII. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR 3017)**

- A. The participant certifies to the best of its knowledge and belief, that the participant and his or her principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (2) Have not within the three-year period preceding this agreement had a criminal conviction or civil judgment rendered against them for commission of fraud in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) contract, including violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph A(2) of this certification; and
  - (4) Have not within the three-year period preceding this agreement had one or more public contracts (federal, state or local) terminated for cause or default.
- B. If the participant is unable to certify to any of the statements in Section A, the participant shall attach an explanation to this agreement.

**VIII. Drug-Free Workplace (7 CFR 3017)**

- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted--
  - (a) Taking appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6).

B. The participant may insert in the space provided below the site(s) for the performance of work done in connection with the specific agreement:

Place of Performance (Street address, city, county, state, zip code)

---



---



---

Check \_\_\_ if there are workplaces on file that are not identified here.

**X. Certification: ( For Participant(s) Who Are Individuals)**

- A. The participant certifies that, as a condition of the agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the agreement;
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any agreement activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every agreement officer or other designee responsible for the agreement, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected agreement.

**XI. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)**

- A. The participant certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, to any person for influencing or attempting to

Exhibit 514.84

Contract Number: 66-6526-09-628  
State: Nebraska  
County: Jefferson 095

**WETLANDS RESERVE PROGRAM  
RESTORATION COST-SHARE AGREEMENT  
SPECIAL PROVISIONS**

1. Permits.

The participant will secure all needed local, state and federal permits prior to commencing restoration of the designated area.

2. Archaeological or Historic Sites.

If, during the construction of any restoration practice, a previously unidentified archaeological or historic site(s) is encountered, the participant shall discontinue work in the general area of the site(s) and notify the NRCS immediately.

3. Payment Related Matters.

(a) Payment will be made at cost-share rates specified in the contract for the actual amount or extent determined after work is performed. Payments will be based on actual cost not to exceed the average cost or specified maximum.

(b) Cost-share payments are based on the average cost or flat rate in effect at the time of starting the installation of a practice.

(c) Designation "AA" or "AM" following average cost in the cost-share rate column of the Plan/Schedule of Operations means that the practice or identifiable component is to be cost-shared on an actual basis not to exceed the average cost or actual cost basis not to exceed a specified maximum. This must be documented by acceptable itemized receipts, invoices, or cost statements.

(d) Designation "FR" in the average cost column and in the cost-share rate column along with a dollar amount means the cost-share payment per unit will be the dollar amount specified.

(e) Payments may be withheld, denied, or collected back where participants and affiliated persons, when applicable, violate Highly Erodible Land or Wetland Conservation Compliance provisions on this or affiliated units.

(f) Nothing in this contract will be construed as to limit or condition any right acquired by the United States under any associated WRP easement.

The participant agrees to actively assist NRCS in obtaining from the contractor full compliance with the nonsegregated facilities provisions in any contractual arrangement entered into by the participant. The NRCS is to furnish the participant all forms, posters, and instructions for compliance with Executive Order 11246 and the nonsegregated facilities provisions.

9. Nondiscrimination Statement.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or 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, S.W., Washington, D.C. 20250-9410, or call (202) 720-5964.

10. Disputes and Appeals on Matters Other Than Contract Violations.

If an applicant or participant disagrees with a determination made by the local NRCS office, the applicant or participant must notify NRCS in writing of the nature, extent, and reasons for the disagreement.

An applicant or participant may appeal to the Chief regarding a State Conservationist's decision regarding a dispute. This appeal must be in writing setting forth the disagreement with the State conservationist's decision and must be made within 30 days of that decision.

11. Drug-Free Workplace Certification

The completed attached "Certification Regarding Drug-Free Workplace Requirements (AD-1049 or AD-1050) is made a part of this contract.

12. Clean Air and Water Certification

(Applicable only if the contract exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt.)

The participant agrees as follows:

- (a) That any facility to be utilized in the performance of this proposed agreement \_\_\_\_\_ is, X is not, listed on the Environmental Protection Agency List of Violating Facilities.

(3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act, or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act of contained in a permit issued to a discharged by the EPA or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA or an air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

15. Certification Regarding Lobbying (7CFR 3018).

(Applicable if this contract exceeds \$100,000)

(a) The participant certifies to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal,