...wetlands regulations] is not each *individual lot* containing wetlands or even the combined area of wetlands," but rather the "parcel as a whole") (emphasis in original); *Deltona Corp. v. United States*, 657 F.2d 1184, 1188 (Ct. Cl. 1981), *cert. denied*, 455 U.S. 1017 (1982); *Walcek v. United States*, 49 Fed. Cl. 248, 258-59 (2001), *aff'd*, 303 F.3d 1349 (Fed. Cir. 2002) (citing additional cases).

In the case *sub judice*, the evidence points to treating the Murphy and Homestead Farms together as the "parcel as a whole." These farms are contiguous, were acquired in a single conveyance for a single consideration of $170,000, are reflected in a single deed, and contain an integrated drainage system that begins on the Homestead Farm and drains into and through the Murphy Farm. Even before they were acquired by plaintiff, they were treated a single income-producing unit, a fact evident in the 1961 soil conservation plan that provides the backdrop for this action. In an attachment to that plan, plaintiff's father certified that both properties constituted a "farm enterprise," a characterization that appears to have remained accurate from then til today. *Compare Rose Acre Farms, Inc. v. United States*, 373 F.3d 1177, 1185-87 (Fed. Cir. 2004), *cert denied*, 125 S.Ct. 2541 (2005) (production from multiple farms considered together as "parcel as a whole" where economically linked); *Apollo Fuel*, 381 F.3d at 1346 (two leases treated as parcel as a whole, even though purchased separately, where part of a single unified mining plan). Indeed, during the enforcement action, when plaintiff sought to exempt his fill activities as relating to farming, he convinced the district court that the Murphy and Homestead Farms were part of an integrated and on-going farm operation." There is no indication that, prior to this lawsuit, he ever viewed matters otherwise. *See also Brace I*, 48 Fed. Cl. at 280 ("Plaintiff's alleged intentions was to use these parcels together in his farming operation.").

The meager evidence that plaintiff mustered on this point — that an unpaved road runs between the two properties, that the various fields have been used for different farming purposes (*e.g.*, row crops, haying, pasture), and his self-serving trial testimony — amounts to little more than wishful thinking and does not begin to address, let alone sway, the factors that the courts have employed for identifying what constitutes a "parcel as a whole." While plaintiff undoubtedly desires to shrink the acreage at issue so as to magnify the impact of the regulation here, a legion of cases makes clear that a property holder cannot carve up his property simply to maximize the likelihood that a taking will be found. *See Tabb Lakes*, 10 F.3d at 802 ("Clearly, the quantum of land to be considered is not each *individual* lot containing wetlands or even the combined area of wetlands. If that were true, the Corps' protection of wetlands via a permit system would, *ipso facto*, constitute a taking in every case where it exercises its statutory

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See United States v. Brace, Civil Action No. 90-229, at 12 (W.D. Pa. Dec. 16, 1993) ("This Court is persuaded and concludes that the subject site was during the entire period of time that ownership rested in the Brace family, an integral part of an established and on-going farm and ranching operations, and [Mr. Brace's] activities during the time frame of 1985-1987 did not bring a new area into the operation."); *see also Brace*, 41 F.3d at 125 (leaving this fact finding undisturbed).