

EXHIBIT 7

**MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS  
FISCAL YEAR 2014 FUNDED  
AGRICULTURAL CONSERVATION EASEMENT PROGRAM  
COOPERATIVE AGREEMENT**

1) When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being inserted directly into an Agricultural Land Easement deed, this paragraph will be inserted at the bottom of the ACEP funded Agricultural Land Easement deed immediately before the signature pages:

The Agricultural Land Easement is acquired with funds provided, in part, by the Agricultural Conservation Easement Program (“ACEP”) under **Cooperative Agreement Number [##-####-##-##]** dated **[Date of Cooperative Agreement]** between the **[Cooperating Entity Name(s)] and the United States of America (the United States)**, by and through the Commodity Credit Cooperation and the Natural Resources Conservation Service (NRCS), United States Department of Agriculture (USDA). As required by 16 U.S.C. § 3865 *et seq* and as a condition of receiving ACEP funds, all present and future use of the **[Insert Defined Term for Parcel]** identified in EXHIBIT \_\_\_\_ (legal description or survey) is and shall remain subject to the terms and conditions described in the Minimum Terms For Agricultural Land Easements in EXHIBIT \_\_\_\_ which is appended to and made a part of this easement deed. The terms and conditions described in the Minimum Terms For Agricultural Land Easements shall run with the land in perpetuity. The Minimum Terms For Agricultural Land Easements, the easement deed, and all exhibits to each, shall be collectively referred to as the Agricultural Land Easement or this Deed. In the event a discrepancy arises between the Minimum Terms For Agricultural Land Easements and the easement deed, the terms of the Minimum Terms For Agricultural Land Easements control.

2) A fully executed copy of the Exhibit below must be attached to the ACEP funded Agricultural Land Easement Deed at the time of closing and recordation:

**EXHIBIT \_\_\_\_**

**MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS**

The Agricultural Conservation Easement Program facilitated and provided funding through a Cooperative Agreement for the purchase of an Agricultural Land Easement (the Agricultural Land Easement) on real property described in Exhibit \_\_\_\_ (the Property) for the purpose of protecting the agricultural use and future viability, and related conservation values, of the Property by limiting nonagricultural uses of the Property [Alternatively: protecting grazing uses and related conservation values by restoring and conserving the Property.] A copy of the Cooperative Agreement is kept on file at the offices of NRCS at, \_\_\_\_\_ and at the offices of the **[Cooperating Entity Name(s)]**, \_\_\_\_\_.

The **[LANDOWNER NAME(s)]**, (collectively Grantor); the **[COOPERATING ENTITY NAME(S)]** (collectively Grantee) and the **United States of America (the United States)**, acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), jointly referred to as the “Parties” acknowledge that the Agricultural Land Easement is acquired to protect the agricultural use and future viability, and related conservation values, of the Property by limiting nonagricultural uses of the Property [Alternatively: protect the grazing uses and related conservation values by restoring and conserving the Property], thereby preserving and protecting in perpetuity the multiple, interrelated land features which are critical to agricultural lands, historic structures, archaeological resources, open space, and wildlife habitats. This Agricultural Land Easement protects \_\_\_\_ acres of prime, unique, or other productive soil [Alternatively: grassland] which is \_\_\_\_% of the Property [and habitat for [list species]].] [and historic/archaeological

resources (identify any specific resources being protected i.e. reference the listing in NRHP)]. The Parties further acknowledge that the Property will be managed for long-term agricultural viability.

Notwithstanding any other provision of the Agricultural Land Easement, the Parties agree that all present and future use of the Property is and shall remain subject to the following terms and conditions provided that if the Agricultural Land Easement contains terms and conditions that are consistent with, but more restrictive than the conditions and terms in Section I Paragraphs 1, 2, and 3, those more restrictive terms and conditions shall control.

## **SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS**

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them shall comply with all terms, conditions and restrictions of this easement, including the following:

**1. Agricultural Land Easement Plan.** As required by section 16 U.S.C. 3865 agricultural production and related uses of the [Insert Defined Term for Parcel] are subject to an Agricultural Land Easement Plan, as approved by the NRCS State Conservationist or his or her designee, to promote the long-term viability of the land. Grantor agrees to implement the Agricultural Land Easement Plan on the [Insert Defined Term for Parcel].

If [Insert Defined Term for Parcel] contains grasslands, Highly Erodible Land, or forestland then component plans are required as part of the Agricultural Land Easement Plan. Component plans to the Agricultural Land Easement Plan are required as follows: 1) parcels with grasslands must have a Grassland Management Plan; 2) parcels with Highly Erodible Land must have a Conservation Plan and where appropriate, the plan will include conversion of highly erodible cropland to less intensive uses; 3) parcels with contiguous forest that exceeds the greater of 40 acres or 20 percent must have a Forest Management Plan. The Agricultural Land Easement Plan shall not include any provisions inconsistent with the conservation purposes of this Agricultural Land Easement.

This Agricultural Land Easement Plan including any applicable component plans, collectively referred to as the Agricultural Land Easement Plan, is herein incorporated by reference. The Grantee and Grantor agree to update the plan in the event the agricultural uses of the property change. A copy of the current Agricultural Land Easement Plan must be kept on file with the Grantee and will be provided to NRCS upon request after reasonable notice.

NRCS shall have the right to enter upon the [Insert Defined Term for Parcel], with advance notice to the Grantee and Grantor, in order to monitor compliance with the Agricultural Land Easement Plan and as provided for in **[Reference to US Right of Inspection Paragraph]**. In the event of substantial ongoing noncompliance with the Agricultural Land Easement Plan, NRCS shall notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action, during which time the Grantee will explore methods of compliance with Grantor. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Agricultural Land Easement Plan following written notification from NRCS that there is a substantial, ongoing event or circumstance of non-compliance with the Agricultural Land Easement Plan. If Grantee fails to enforce the terms of the Agricultural Land Easement, including, but not limited to compliance with the Agricultural Land Easement Plan, the United States may exercise its right of enforcement.

The provisions of this section apply of the Agricultural Conservation Easement Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

**2. Limitation on Impervious Surfaces.** Impervious surfaces will not exceed **[Insert approved impervious surface percentage]** *[Note: if greater than two percent (2%) a waiver by the Chief of NRCS or his or her authorized designee (Chief of NRCS) must have been granted in writing prior to submitting the Agricultural Land Easement to NRCS for review and approval.]*, of the **[Insert Defined Term for Parcel]**, excluding NRCS-approved conservation practices developed under the Agricultural Land Easement Plan described in Section I Paragraph 1. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the **[Insert Defined Term for Parcel]**; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with superior rights to those rights conveyed to Grantee by this Agricultural Land Easement.

*[Include the following if limited subdivision is permitted below:* In the event the **[Insert Defined Term for Parcel]** is subdivided as provided for in Section I 3. (B) the total cumulative impervious surface of the subdivided parcels shall not exceed the impervious limitation referenced above. The Grantor, with Grantee approval, shall allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel's recorded instrument.]

**3. Prohibited Uses.** Any activities inconsistent with the purposes of the Agricultural Land Easement are prohibited. **[For general ALE grazing uses enrollments or ALE Grassland of Special Environmental Significance enrollments (GSS) (collectively referred to as 'ALE grassland enrollments') include the following sentence: The provisions of this Agricultural Land Easement Deed and associated exhibits limit the types of agricultural operations that can occur on the [Insert Defined Term for Parcel], to those that restore or conserve grassland, and protect grazing uses, and related conservation values and are consistent with the Agricultural Land Easement Plan required by Section [#] Paragraph [#].]** The following activities are specifically prohibited, subject to the qualifications stated below:

(A) *Waste and Dumping* – Accumulation or dumping of trash, refuse, sewage, junk or toxic materials is not allowed on the **[Insert Defined Term for Parcel]**. This restriction will not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting, or the storage of farm machinery, organic matter, agricultural products, or agricultural byproducts on the **[Insert Defined Term for Parcel]**.

(B) *Subdivision* –**[ALE may use ALE Option 1, 2, or 3 for projects where the purpose of the easement is NOT the restoration and conservation of grassland or the protection of grazing uses or related conservation values. Where the purpose of the project is the restoration and conservation of grassland, or protection of grazing uses and related conservation values the ALE must use Grassland Option 1, 2, or 3.]**

**[ALE Option 1 and Grassland Option 1]** Separate conveyance of a portion of the **[Insert Defined Term for Parcel]** or division or subdivision of the **[Insert Defined Term for Parcel]** is prohibited, except where state or local regulations explicitly require subdivision to construct residences for employees working on the **[Insert Defined Term for Parcel]**. Grantor shall provide

written notice and evidence of such requirements to Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) prior to division of the [Insert Defined Term for Parcel].

**[ALE Option-2]** The [Insert Defined Term for Parcel] shall not be divided or subdivided into, or separately conveyed as, more than \_\_\_\_\_ farm or ranch parcels (\_\_\_\_ division(s) allowed), the boundaries of which have been identified in EXHIBIT \_\_\_\_, which is appended to and made a part of this Agricultural Land Easement. To ensure the future agricultural viability of the [Insert Defined Term for Parcel], the boundaries of such division(s) have been pre-approved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor shall give Grantee and the Chief of NRCS written notice prior to subdividing, dividing or separately conveying a parcel(s) of the [Insert Defined Term for Parcel]. The division, subdivision or separate conveyance of a parcel(s) of the [Insert Defined Term for Parcel] as provided in this Paragraph, will not affect the right of the Grantor, its heirs, successors, or assigns to make additional approved division(s) of the [Insert Defined Term for Parcel] identified in EXHIBIT \_\_\_\_.

**[ALE Option-3]** The [Insert Defined Term for Parcel] shall not be divided or subdivided into, or separately conveyed as, more than \_\_\_\_\_ farm or ranch parcels (\_\_\_\_ division(s) allowed). To ensure the future agricultural viability of the [Insert Defined Term for Parcel], the boundaries of such division(s) must be approved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS) before any such division, subdivision or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision or separate conveyance of the [Insert Defined Term for Parcel] into separately conveyable farm or ranch parcels when:

1. The Grantee requests the Chief of NRCS approval to subdivide the [Insert Defined Term for Parcel] into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the [Insert Defined Term for Parcel] farm or ranch parcels will move the land from one agricultural operation to another; and

3. The Chief of NRCS determines that the—

a. Parcels resulting from the subdivision of the [Insert Defined Term for Parcel] will meet ACEP land eligibility requirements of 16 U.S.C. § 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP;

b. Subdivision will not decrease the Agricultural Land Easement's protection for the agricultural use and future viability, and related conservation values, of the [Insert Defined Term for Parcel]; and

c. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

After Grantor receives written approval from Grantee and the Chief of NRCS, the Grantor shall give Grantee and the Chief of NRCS written notice prior to making a division of the [Insert

Defined Term for Parcel]. The division, subdivision or separate conveyance of a parcel(s) of the [Insert Defined Term for Parcel] as provided in this Paragraph, will not affect the right of the Grantor, its heirs, successors, or assigns to make any additional division(s) of the [Insert Defined Term for Parcel]. The grantor making the conveyance retains the right to make further approved division(s) of the Property unless the permitted division(s) is/are allocated by that grantor in the instrument creating the division or other recorded instrument.

**[Grassland Option-2]** The [Insert Defined Term for Parcel] shall not be divided or subdivided into, or separately conveyed as, more than the \_\_\_\_ farm or ranch parcels (\_\_\_\_ division(s) allowed), the boundaries of which have been identified in EXHIBIT \_\_\_\_, which is appended to and made a part of this Agricultural Land Easement. To protect the restoration and conservation grassland, grazing uses, and related conservation values of the [Insert Defined Term for Parcel], the boundaries of such division, subdivision or separate conveyance is(s) have been pre-approved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS). Deviations from the identified boundaries will not be allowed. Grantor shall give Grantee and the Chief of NRCS written notice prior to division, subdivision or separate conveyance of a parcel(s) of the [Insert Defined Term for Parcel]. The division, subdivision or separate conveyance of a parcel(s) of the [Insert Defined Term for Parcel] as provided in this Paragraph, will not affect the right of the Grantor, its heirs, successors, or assigns to make additional approved division(s) of the [Insert Defined Term for Parcel] identified in EXHIBIT \_\_\_\_.

**[Grassland Option-3]** The [Insert Defined Term for Parcel] shall not be divided or subdivided into, or separately conveyed as, more than \_\_\_\_ farm or ranch parcels (\_\_\_\_ division(s) allowed). To protect the restoration and conservation of grassland, grazing uses, and related conservation values of the [Insert Defined Term for Parcel], the boundaries of such division(s) must be approved in writing by Grantee and the Chief of NRCS or his or her authorized designee (Chief of NRCS). The Chief of NRCS may only approve the division or subdivision of the [Insert Defined Term for Parcel] into separately conveyable farm or ranch parcels when:

1. The Grantee requests the Chief of NRCS approval to subdivide the [Insert Defined Term for Parcel] into separate farm or ranch parcels, on behalf of the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the farm or ranch parcels will move the land from one agricultural operation to another; and

3. The Chief of NRCS determines that the-

a. Parcels resulting from the subdivision of the [Insert Defined Term for Parcel] will meet ACEP land eligibility requirements of the 16 U.S.C. § 3865 *et seq.* as enacted on the date the original parcel was enrolled in ACEP;

b. Subdivision will not decrease the Agricultural Land Easement's protection for the grazing uses and related conservation values, of the [Insert Defined Term for Parcel];

c. Subdivision will not adversely impact the restoration or conservation of the grassland on the Protected Property; and

d. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture's National Agricultural Statistical Survey (NASS).

After Grantor receives written approval from Grantee and the Chief of NRCS, the Grantor shall give Grantee and the Chief of NRCS written notice prior to making a division of the [Insert Defined Term for Parcel]. The division, subdivision or separate conveyance of a parcel(s) of the [Insert Defined Term for Parcel] as provided in this Paragraph, will not affect the right of the Grantor, its heirs, successors, or assigns to make any additional division(s) of the [Insert Defined Term for Parcel]. The Grantor making the conveyance retains the right to make further approved division(s) of the Property unless the permitted division(s) is/are allocated by that grantor in the instrument creating the division or other recorded instrument.

(C) *Industrial or Commercial Uses* - Industrial or commercial activities on the [Insert Defined Term for Parcel] are prohibited except for the following:

(i) agricultural production and related uses conducted in accordance with the Agricultural Land Easement Plan required by **[Insert citation to ALE Plan section]**;

(ii) processing or sale of farm or forest products produced or partially produced on the [Insert Defined Term for Parcel] in approved buildings;

(iii) small-scale incidental commercial or industrial operations compatible with activities set forth in Section [#] Paragraph [#] (C)(i) of this Minimum Terms For Agricultural Land Easements that Grantee approves in writing as being consistent with the conservation purpose of this Easement;

(iv) activities that can be and in fact are conducted within approved buildings without material alteration to their external appearance or harming the agricultural use and future viability **[Alternatively: grazing uses or grassland restoration and conservation]**, and related conservation values of the [Insert Defined Term for Parcel];

(v) the sale of excess power generated in the operation of alternative energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the conservation purposes of this Easement;

(vi) temporary or seasonal outdoor activities or events ("Activities") that do not harm the agricultural use and future viability, and related conservation values of the [Insert Defined Term for Parcel] herein protected; and

(vii) customary rural enterprises related to agriculture or forestry or small-scale commercial enterprises compatible with agriculture or forestry such as, but not limited to farm machinery repair, agri-tourism, processing, packaging, and marketing of farm or forest products, and small-scale farm wineries, cafés, shops, and studios for arts or crafts.

(D) *Construction on the [Insert Defined Term for Parcel]* – All new structures and improvements must be located within the Building Envelope(s), containing approximately \_\_\_\_ acres and described in EXHIBIT \_\_\_\_ which is appended to and made a part of the Agricultural Land Easement.

The boundaries and location of the Building Envelope(s) may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelope(s) may not increase in size and the adjusted Building Envelope(s) must provide equal or greater protection of the agricultural use and future viability [**Alternatively: Alternatively: grazing uses or grassland restoration and conservation**], and related conservation values of the [Insert Defined Term for Parcel].

Utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section [I] Paragraph (4)(F) and agricultural structures that neither individually nor collectively have an adverse impact on the agricultural use and future viability of the [**Alternatively: grazing uses or grassland restoration and conservation**], and related conservation values of the [Insert Defined Term for Parcel] may be built outside of the Building Envelope with prior written approval of the Grantee provided that the utilities or agricultural structures follow applicable NRCS-approved conservation practices consistent with the Agricultural Land Easement Plan described **Section I Paragraph 1.**

(E) *Granting of easements for utilities and roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will harm the agricultural use and future viability and related conservation values of the [Insert Defined Term for Parcel] as determined by the Grantee in consultation with the Chief of NRCS. [**Alternatively for ALE grassland enrollments replace the preceding sentence with: The granting of easements for utilities and roads is prohibited when the utility or road will adversely impact the conservation values of the [Insert Defined Term for Parcel], including, without limitation, the protection of grazing uses or grassland restoration and conservation from fragmentation, development, or conversion to non-grassland uses, or the protection of at-risk species, as determined by the Grantee in consultation with the Chief of NRCS.]**]

(F) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the [Insert Defined Term for Parcel] is prohibited, except as follows:

- (i) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an Agricultural Land Easement Plan and NRCS standards and specifications;
- (ii) erosion and sediment control pursuant to an erosion and sediment control plan approved by the Grantee;
- (iii) as required in the construction of approved buildings, structures, roads, and utilities provided that are compatible with the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement; or
- (iv) agricultural activities conducted in accordance with the Agricultural Land Easement Plan [**Alternatively: grazing uses or grassland restoration and conservation activities conducted in accordance with the Agricultural Land Easement Plan and component Grassland Management Plan**].

(G) *Oil, Gas, or Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Agricultural Land Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from [Insert Defined Term for Parcel] is prohibited, except for limited mining activities to the extent that the materials mined (e.g. sand, gravel, or shale) are used for agricultural operations on the [Insert Defined Term for Parcel]. In the case of this limited mining for materials used for agricultural operations, extraction must be limited to a small, defined area or acreage identified in EXHIBIT \_\_\_\_ and may not harm the conservation values or the agricultural uses of the [Insert Defined Term for Parcel].

*[Beginning of Alternate Oil and Gas Language: The following may be inserted if Grantee chooses to allow oil and gas exploration and extraction as an alternative to a complete prohibition on oil or gas exploration and extraction on the Parcel: Oil and gas exploration and extraction on the [Insert Defined Term for Parcel] is permitted if approved by Grantee in accordance with this Paragraph (H), and if such exploration and extraction of oil and gas is:*

- (i) not accomplished by any surface mining method;
- (ii) accomplished by a method of extraction that has no more than a limited and localized impact that does not harm the conservation values of the [Insert Defined Term for Parcel], including but not limited to the [Insert Defined Term for Parcel]’s use for agriculture;
- (iii) within the impervious surface limits of the Agricultural Land Easement;
- (iv) subject to the Agricultural Land Easement Plan that includes provisions for oil and gas exploration and extraction. The exploration and extraction provisions must address the timing, location, and intensity of oil and gas exploration and extraction and associated activities, including, but not limited to, the construction and use of production facilities, roads, and pipelines to ensure oil and gas exploration and extraction and associated activities do not interfere with the conservation values of the [Insert Defined Term for Parcel], including but not limited to the [Insert Defined Term for Parcel]’s use for agriculture; and
- (v) carried out in accordance with all Federal, state, and local regulations.

Any mineral leases or other conveyances of minerals entered into after the date of this ALE Deed are subordinate to the terms of this ALE Deed. Grantor agrees that Grantee must approve in advance in writing any lease or agreement pertaining to use of the surface of the [Insert Defined Term for Parcel] for mining, between Grantor and owners or lessees of minerals (including oil and gas), which approval Grantee may withhold in its discretion if it determines that the proposed surface use is not consistent with the conservation values of the [Insert Defined Term for Parcel], including but not limited to the [Insert Defined Term for Parcel]’s use for agriculture **[Alternatively: grazing uses or restoration and conservation]** or is not consistent with the terms of this paragraph.

Impervious surfaces as defined in **[Insert Citation to Impervious Surface Limitation]** of this Easement shall include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses permitted by this paragraph. If Grantee approves

exploration for and extraction of oil or gas and activities associated with exploration for and extraction of oil or gas on the [Insert Defined Term for Parcel]. *End of Alternate Oil and Gas Language]*

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this Agricultural Land Easement is executed, and their interests have not been subordinated to this Agricultural Land Easement, the Grantor shall require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party, including without limitation, impacts to the [Insert Defined Term for Parcel] from any oil and gas exploration and extraction and associated activities is:

- (i) not accomplished by any surface mining method;
- (ii) accomplished by a method of extraction that has no more than a limited and localized impact that has the least adverse impact on the conservation values of the [Insert Defined Term for Parcel], including but not limited to the [Insert Defined Term for Parcel]'s use for agriculture;
- (iii) within the impervious surface limits of the Agricultural Land Easement; and
- (iv) carried out in accordance with all Federal, state, and local regulations.

(H) **[For ALE grassland enrollments]** *Crop Cultivation*. Except for grazing uses and grassland restoration and conservation permitted in **[Cite Permitted Uses Section]**. The cultivation or production of crops, non-perennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial non-grassland agricultural product is prohibited.

**Allowed Uses.** The provisions of this Agricultural Land Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the [Insert Defined Term for Parcel], so long as the agricultural operations are consistent with the Agricultural Land Easement Plan required by Section [#] Paragraph [#]. **[The preceding sentence should be struck for ALE grassland enrollments.]** Permitted uses of the [Insert Defined Term for Parcel] include, the specific uses permitted in Section I Paragraph ([#]) (C) (i)-(vii) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* - The production, processing, and marketing of agricultural crops and livestock is permitted provided it is conducted in a manner consistent with the terms of the Agricultural Land Easement Plan described in Section [#] Paragraph [#]. **[Alternatively, for ALE grassland enrollments replace the preceding sentence with: The production, processing, and marketing of livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values is permitted provided it is conducted in a manner consistent with the terms of the Agricultural Land Easement Plan described in Section [#] Paragraph [#].]**

(B) *Forest Management and Timber Harvest* - Forest management and timber harvesting is permitted, provided all forest management and timber harvesting is carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and to the extent

reasonably practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the [Insert Defined Term for Parcel]. In addition, if the property contains 40 contiguous acres of forest or 20 percent of the [Insert Defined Term for Parcel] is forestland then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee and approved by the NRCS State Conservationist or his or her designee (State Conservationist). Forest management plans may include a forest stewardship plan, as specified in section 5 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2103a), another practice plan approved by the State Forester, or another plan determined appropriate by the State Conservationist.

A forest management plan shall not be required for the following permitted non-commercial activities: (i) cutting of trees for the construction of permitted roads, utilities, buildings and structures on the [Insert Defined Term for Parcel], (ii) cutting of trees for trail clearing, (iii) cutting of trees for domestic use as firewood, or for other domestic uses by Grantor, (iv) removal of trees posing an imminent hazard to the health or safety of persons or livestock, or (v) removal of invasive species.

(C) *Non-developed and Non-Consumptive Recreation and Educational Activities* – Recreational and educational activities that are both non-developed and non-consumptive are permitted if they do not negatively affect the soils and the agricultural operations [, **grassland, grazing uses, and related conservation values,**] and are consistent with the purpose of the Agricultural Land Easement.

(D) *Construction and Maintenance of Roads* – New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other permitted uses on the [Insert Defined Term for Parcel]. [**The preceding sentence must be struck when the purpose of the easement is the restoration and conservation of grassland, grazing uses, and related conservation values.**] Maintenance of existing roads documented on the Baseline Documentation Report is permitted, however existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other permitted uses on the [Insert Defined Term for Parcel].

(E) *Fences* - Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the [Insert Defined Term for Parcel] or to mark boundaries of the [Insert Defined Term for Parcel]. [**Alternatively, for ALE grassland enrollments replace the preceding sentence with: On ALE grassland enrollments, fences may be maintained and replaced only in accordance with the Agricultural Land Easement Plan. Additionally, on ALE grassland enrollments with at-risk species, fences must be consistent with species management requirements.**]

(F) *On-Farm Energy Production* --Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the [Insert Defined Term for Parcel]. Renewable energy sources on the [Insert Defined Term for Parcel] must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal law. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the [Insert Defined Term for Parcel] and consistent with the purposes of the Agricultural Land Easement.

(G) *Grassland Uses of the Property* - Grantors are allowed to graze, hay, harvest for hay and non-crop seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the provisions and conservation purposes of this ALE Deed. As used in this ALE Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property. Grantors shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified by Grantee or NRCS. Such determinations shall be made in writing to the Grantors, or set forth within the Agricultural Land Easement Plan for the [Insert Defined Term for Parcel].

(H) *Other Allowed Uses* – Other uses may be allowed if they do not harm the agricultural use and future viability [**Alternatively restoration and conservation of grassland, grazing uses,** ], and related conservation values of the [Insert Defined Term for Parcel], are consistent with the purposes of the ALE, and approved in advance by Grantee.

*[If Land Eligibility is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources]*

**6. Historic or Archaeological Resources.** Existing archaeologically, culturally or historically significant features on the [Insert Defined Term for Parcel] including, but not limited to, such features as documented in the Baseline Documentation shall be maintained consistent with the guidelines provided in The Secretary of Department of the Interior’s Standards for the Treatment of Historic Properties pursuant to 36 CFR 68, as amended. The up-to-date version of such guidelines shall be maintained by Grantee in the Baseline Documentation and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee’s prior written approval, which approval shall not be given except where the proposed activity is accomplished in accordance with the guidelines provided in The Secretary of The Department of the Interior’s Standards for the Treatment of Historic Properties.

## **SECTION II - PROTECTION OF THE UNITED STATE’S INTERESTS**

**1. United States Right of Enforcement.** Under this Agricultural Land Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Agricultural Land Easement, as determined in the sole discretion of the Secretary.

The United States is entitled to recover any and all administrative and legal costs from the Grantee and/or the Grantor, including attorney’s fees or expenses, associated with any enforcement or remedial action related to the enforcement of this Easement.

**2. United States Right of Inspection.** The United States will have reasonable access to the Property and may enter the [Insert Defined Term for Parcel] from time to time for purposes of inspection (including photographic documentation of the condition of the [Insert Defined Term for Parcel]), monitoring compliance with the Agricultural Land Easement Plan and enforcement of the terms of this

Agricultural Land Easement and the United States Cooperative Agreement with the Grantee after advance notice to Grantee and Grantor or Grantor's representative, provided, however, in the event of an emergency, the United States may enter the [Insert Defined Term for Parcel] to prevent, terminate, or mitigate a potential violation of these restrictions. In the event of an emergency, notice to Grantee and Grantor or Grantor's representative will be given at the earliest practicable time.

**3. General Indemnification.** Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee and the United States may be subject or incur relating to the [Insert Defined Term for Parcel], which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Agricultural Land Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

**4. Environmental Warranty.** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the [Insert Defined Term for Parcel]. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the [Insert Defined Term for Parcel], or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the [Insert Defined Term for Parcel]. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the [Insert Defined Term for Parcel] or any restoration activities carried out by Grantee at the [Insert Defined Term for Parcel]; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the [Insert Defined Term for Parcel] by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

**5. Extinguishment and Condemnation.** This Agricultural Land Easement vests a right of enforcement in the United States and additional real property interests in the Grantee. These rights may only be extinguished with the necessary approval of the Grantee and the United States, as specified in this Agricultural Land Easement. Due to the Federal interest in this Agricultural Land Easement, the United States must consent to any condemnation action affecting the [Insert Defined Term for Parcel]. If any entity with condemnation authority (condemning agency) proposes to condemn the [Insert Defined Term for Parcel], NRCS must be notified immediately by the condemning agency and grantee, and the consent of the United States must be received by the condemning agency before any condemnation action may proceed with respect to the federal interest in this Agricultural Land Easement.

The Grantee and the United States stipulate to have a fair market value of \_\_\_\_\_ percent (\_\_\_\_%), hereinafter the "Proportionate Share," of the fair market value of the Property unencumbered by this Agricultural Land Easement. The Proportionate Share has been determined at the time of conveyance of this Agricultural Land Easement by dividing the fair market value of this Agricultural Land Easement (\$ \_\_\_\_\_) by the fair market value of the Property without this Agricultural Land Easement (\$ \_\_\_\_\_). The Proportionate Share will remain constant over time.

If this Agricultural Land Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Property unencumbered by this Agricultural Land Easement. The fair market value of the Agricultural Land Easement will be determined at the time this Agricultural Land Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA) that is completed by a certified general appraiser and approved by the Grantee and the United States.

The Proportionate Share paid to the Grantee and the United States must be allocated as follows: (a) to the Grantee or its designee, \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share; and (b) to the United States \_\_\_\_\_ percent (\_\_\_\_%) of the Proportionate Share, representing the proportion each party contributed to the purchase price of this Agricultural Land Easement. The Proportionate Share of the Grantee also includes \_\_\_\_\_percent (\_\_\_\_ %) of the appraised value of this Agricultural Land Easement, donated by the Grantor to the Grantee, if any. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Property for the amount of the Proportionate Share due each of them. The Grantee or its designee must use its allocation of the Proportionate Share in a manner consistent with the conservation purposes of the Agricultural Land Easement. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

**Amendment.** This Agricultural Land Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Agricultural Land Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendment(s). Prior to the signing and recordation of the amended Agricultural Land Easement, such amendment(s) must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. The Grantee must provide to the Chief of NRCS timely written notice of the proposed amendment. Any purported amendment that is recorded without the prior approval of the United States will considered null and void.

**GRANTOR CONVEYANCE AND APPROVAL**

Grantor hereby acknowledges, approves, and conveys the foregoing MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS and the rights conveyed therein.

By: \_\_\_\_\_  
[LANDOWNER's NAME]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared [LANDOWNER's NAME] known to me or satisfactorily proven to be a GRANTOR of the foregoing MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS and acknowledged that he executed the same for the purposes therein contained and in my presence signed and sealed the same.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My registration No.: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**[Cooperating Entity Name] ACCEPTANCE**

**[Cooperating Entity Name(s)]** hereby acknowledges, approves, and accepts, the foregoing **MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS** and the rights and obligations conveyed therein.

GRANTEE \_\_\_\_\_  
**[Name Authorized Agent],**  
**[Title], of [Cooperating Entity Name]**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, personally appeared **[Name Authorized Agent],[Title], of [Cooperating Entity Name]**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained and acknowledges this **MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS** as **[Title], of [Cooperating Entity Name]**, on behalf of said corporation.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My registration No.: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**APPROVAL OF MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS  
BY THE NATURAL RESOURCES CONSERVATION SERVICE**

The Natural Resources Conservation Service, United States Department of Agriculture, an agency and Department of the United States Government, hereby approves the foregoing MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS.

\_\_\_\_\_  
State Conservationist  
Natural Resources Conservation Service  
United States Department of Agriculture

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a notary public in and for the State, personally appeared \_\_\_\_\_ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he or she is the **State Conservationist** of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency and acknowledged and accepted the rights conveyed by the deed to be his or her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My registration No.: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

\_\_\_\_\_