

*Incentive-based Programs and Techniques to Protect Natural Resources and
Florida Panther Habitat on Private Lands*

A Field Manual



Amber A. Ayers

*Produced Through a Joint Project of Florida Game and Fresh Water Fish Commission and American Farmland Trust
Selected for Funding by The Florida Advisory Council on Environmental Education*

June 1995

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Credits

American Farmland Trust (AFT) and the Florida Game and Fresh Water Fish Commission would like to thank the many individuals who contributed time, experience and information in putting together the material that makes up this field manual.

The person we would like to thank most is Jill Schwartz, a researcher and writer for AFT, who combined many different topics into the comprehensive field manual that follows. We also would like to thank Julia Freedgood, AFT's director of technical education and outreach; Dennis Bidwell, AFT's director of land protection; and Jeff Winegard, AFT's legal consultant.

This field manual is part of a joint project of Florida Game and Fresh Water Fish Commission and American Farmland Trust.

Funded through a grant from The Save Our State Environmental Education Trust Fund with funds generated from sales of panther and manatee auto license plates.

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The mission of the **Florida Game and Fresh Water Fish Commission** is to manage freshwater aquatic life and wild animal life and their habitats to perpetuate a diversity of species with densities and distributions that provide sustained ecological recreational, scientific, educational, aesthetic and economic benefits.

In achieving its mission, the Florida Game and Fresh Water Fish Commission tries to mitigate human conflicts over wildlife with sound science and balanced educational programs.

American Farmland Trust is a private, nonprofit membership organization founded in 1980 to protect the nation's agricultural resources. AFT works to stop the loss of productive farmland and to promote farming practices that lead to a healthy environment. Its action-oriented programs include public education, technical assistance in policy development and direct farmland protection projects. AFT's National Office is at 1920 N Street, N.W., Suite 400, Washington, D.C. 20036. AFT's Florida Field Office is at One Park Place, 621 N.W. 53rd Street, Suite 240, Boca Raton, FL 33487.

The mission of the **Florida Advisory Council on Environmental Education** is to facilitate comprehensive, coordinated environmental education to all residents and visitors in the state; to increase the public's understanding of our natural systems and resources and how they relate to the economy, public health and quality of life; and to suggest and promote responsible actions by Florida's residents and visitors that will result in the proper management, protection and conservation of our natural resources.

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Introduction

This field manual describes incentive-based programs and techniques available to land-managing agencies and landowners seeking to protect Florida panther habitat and other natural resources on private lands. The manual focuses on proactive measures designed to keep land in private ownership and on the tax rolls. They are divided into three categories: land protection techniques, payment and credit programs and land management techniques.

Most of the options described in this manual pertain to private agricultural land but they also can be applied to other land uses. Also, while panther habitat is the focus of this manual, it is important to remember that other natural resources are protected when panther habitat is protected. Water quality and abundance must be maintained if the systems that support panthers are to remain healthy. Additional benefits also result. American Farmland Trust and Florida Game and Fresh Water Fish Commission are working to identify and provide information about the many benefits of protecting farmland (and other private lands) above and beyond food production. They include protecting wildlife habitat, scenic vistas and surrounding watersheds, and conserving natural resources in general. And because farmland demands fewer public services than residential development, taxes are lessened. Agricultural land, too, shapes the rural character and the landscape.

The programs and techniques discussed in this manual are geared toward either stabilizing the quantity of land available for panthers, protecting the quality of the land's natural resources or both. The options are meant to complement and reinforce each other because, no matter how much land is protected, the land will not provide adequate wildlife habitat if it is not properly managed. Land should be managed in a way that ensures its natural resource value is not compromised.

In addition to describing existing options for protecting natural resources, this manual explains several options currently not available in Florida but that could be implemented later. Regulatory reform is one such approach. If the programs and techniques are implemented, technical assistance should be provided to assist landowners and land-managing agencies in using them. Technical assistance, which is offered for most of the options discussed in this manual, can help landowners be better stewards of the natural resources on their properties because it provides them with information and expertise that may encourage them to take a more active approach to conservation.

There are two companion pieces to this manual: an introductory video entitled *Panthers and Private Lands: A Cooperative Approach* and a project report which contains the landowner-driven conceptual plan, *A Landowner's Strategy for Protecting Florida Panther Habitat on Private Lands in South Florida: A Project Report*. The conceptual plan recommends a series of options for compensating landowners in managing essential habitat for the recovery of the Florida panther and instilling better cooperation between private landowners and government agencies in carrying out panther habitat protection efforts. These recommendations could take several months or, in some cases, years to implement.

CHAPTER ONE: *Land Protection Techniques*

The easiest way to ensure that Florida panther habitat and other natural resources on agricultural land are protected is to sell or donate the land to a qualified government agency, nonprofit organization or private landowner whose mission is to protect natural resources as well as agricultural land. The new owner is given control over the use of the land in exchange for assuming responsibility for properly managing and monitoring the land. The original landowner, meanwhile, receives money or a tax break, to offset routine expenses, expansion costs or debt associated with operating and owning a farm.

The sale of land, called a fee simple transaction, can be in the form of an outright sale, sale/lease-back agreement or sale/sale-back agreement, or it can involve acquiring controlling interest in property. Donations can be immediate, with a charitable remainder trust, with a reserved life estate or by bequest.

Landowners who do not want to transfer title to their properties through a sale or donation can sell, transfer or lease the development rights on all or part of their land. These transactions limit landowners' ability to develop the land but do not affect other private property rights. Landowners retain all rights to use their land for farming and other purposes that do not inhibit the ability to farm. They still hold title to their properties, they still may restrict public access, and they still may sell, give or transfer their properties as they desire. Because they are conferring the economic value associated with developing their land, they also are eligible for property and estate tax reductions.

Land also may be exchanged to ensure that it is retained for agricultural use. In Florida, private or corporate-owned agricultural land can be exchanged for state-owned land. Also, landowners can exchange a conservation easement, instead of cash, for land of their choosing. Land exchanges may reduce or defer tax payments.

Fee Simple Transactions

WHAT IT IS: Landowners voluntarily sell land to a private landowner or a qualified government agency or nonprofit organization. Also, a qualified government agency or nonprofit organization can buy controlling interest in property.

HOW IT WORKS: There are three types of fee simple transactions: an outright sale, a sale/lease-back agreement or a sale/sale-back agreement.

Outright Sale

The least complicated type of fee simple transaction is an outright sale. The owner of a piece of property transfers title to another party. The buyer holds all rights commonly associated with property or ownership, including possession. Local governments typically use this technique to acquire land for public projects, such as parks, river corridors, water treatment plants and reservoirs.

Sale/Lease-back Agreement

In a sale/lease-back agreement, a piece of land is sold, then the buyer leases it to the original owner or another party. Leases should be for at least five years to allow landowners time to make improvements on the land and to give them the opportunity for more stable long-term planning. The agreement can also include an option for the leasee to purchase the property at a fixed price. (See sample agreement in Appendix B.)

Sale/Sale-back Agreement

In a sale/sale-back agreement, the land is sold, then the purchaser sells it back to the original owner or another party, usually with restrictions. (See sample agreement in Appendix C.)

Acquiring Controlling Interest

Qualified government agencies and nonprofit conservation organizations, such as land trusts, can acquire controlling interests in property instead of buying the land outright. The transaction usually involves land that individuals or organizations are interested in protecting but do not have funding available to do so. The buyer, acting as a third party, acquires a controlling interest in the property for a period of time, often with an option contract, for little direct cost. The contract is assigned to the entity originally interested in acquiring the land when that entity is able to purchase the property.

The Florida Department of Environmental Protection's (DEP) Bureau of Land Acquisitions, which is within the Division of State Lands, has refined its rules and policies regarding such multi-party acquisitions. They are as follows:

1. The Division may enter into an acquisition agreement with a water management district, a local government or an organization as defined in Section 259.041 (7)(e), F.S., for any property which has been authorized for acquisition pursuant to Section 235.025, F.S.
2. The Division and a cooperating agency (water management district, local government or organization as defined in Section 259.041 (7)(e), F.S.) must execute an acquisition agreement prior to the cooperating agency obtaining title to, or any other legal interest in, the property to be acquired.
3. An acquisition agreement may provide for the sharing of appraisals, offers and other negotiation matters between the Division and cooperating agency (water management district, local government or organization as defined in Section 259.041 (7)(e), F.S.). However, as a condition of the sharing of such confidential information, the cooperating agency must agree to maintain the confidentiality of appraisals, offers and other negotiation matters, as required by Section 253.025, F.S. and this rule; and identify the individuals within the cooperating agency who will have access to confidential information; and obtain the consent of the Division prior to disclosing the information to any other person.

ADVANTAGES: Private land transactions place few direct financial burdens on municipal resources; the seller benefits by receiving money from the sale and the buyer benefits by having control over how the land is used. With a sale/lease-back agreement, the purchaser can recoup a small portion of the purchase price.

DISADVANTAGES: The costs associated with fee simple transactions can be high because land is generally purchased at its full market value; there is no assurance that land sold in the private market will not be developed; land purchased for conservation purchases may be taken out of agricultural production; the cost of managing land that is acquired can be high; private individuals may not be able to secure adequate financing to acquire land; and public acquisition of land removes land and its value from the county tax roll, which can affect other property owners and county budgets.

EXAMPLES: Most land protection in Florida results from outright purchases by government agencies. Florida's Preservation 2000 program earmarks \$300 million annually for land acquisitions during the 1990s, making it the most ambitious state land acquisition program in the country. The funding is used for seven programs, including three that acquire land to protect water resources or threatened and endangered species habitat: the Conservation and Recreation Lands program, which is allocated \$175 million annually; Save Our Rivers, \$90 million; and the Wildlife Management Areas program, \$8.7 million.

Conservation and Recreation Lands Program

Projects funded by the Conservation and Recreation Lands program, commonly called CARL, must serve at least one of the following purposes:

- * To conserve and protect environmentally unique and irreplaceable lands that contain native, relatively unaltered, flora and fauna representing a natural area unique to, or scarce within, a region of Florida or a larger geographic area.
- * To conserve and protect lands within designated areas of critical state concern, if the proposed acquisition relates to the natural resource protection purposes of the designation.
- * To conserve and protect native species habitat or endangered or threatened species.
- * To conserve, protect, manage or restore important ecosystems, landscapes and forests, if the protection and conservation of such lands are necessary to enhance or protect significant surface water, ground water, coastal, recreational, timber, or fish or wildlife resources that cannot otherwise be accomplished through local and state regulatory programs.
- * To provide areas, including recreational trails, for natural resource-based recreation.
- * To preserve significant archaeological or historic sites.

The CARL program is administered by the DEP. The DEP's Land Acquisition Advisory Council identifies the properties to be acquired. The DEP's Bureau of Land Acquisition negotiates the acquisitions and provides primary staff support for the acquisition of CARL projects. The Board of Trustees of the Internal Improvement Trust Fund (consisting of the governor and state Cabinet members) oversees land acquisition activities and allocates money from the CARL trust fund.

Application forms for proposed acquisitions are available from CARL, located at the DEP's Tallahassee headquarters. (See application in Appendix D.) The one-page form, maps and aerial photographs, a general description of the land and the appropriate ownership and tax forms are submitted to the DEP, which forwards the information to the council. The annual deadline is December 31. Some proposals must undergo detailed resource assessment before being approved. The Board of Trustees of the Internal Improvement Trust Fund gives final approval. More information about the program can be found in the CARL Annual Report, which is available for \$12 from the DEP.

Once approved, CARL projects can be expanded to include neighboring properties. To be considered for expansion, a Boundary Modification Form must be completed and submitted to the DEP. There is no deadline. (See form in Appendix E.) The Land Acquisition Advisory Council uses the following criteria in determining if the project should be expanded:

- * Tax valuation of the proposed addition is less than \$500,000 or
- * Acreage of the proposed addition is less than 10 percent of the size of the existing project boundary, including areas previously acquired; and tax valuation or estimated acquisition cost, whichever is less, of the proposed addition is less than 10 percent of the existing tax valuation, including a prorated tax valuation for areas within the boundary that are in public ownership or
- * The council directs or has directed that a project design be prepared for an older project that has never undergone project design analysis or
- * The council previously approved a project design that identified areas for possible future expansion or otherwise indicated an intent to modify project boundaries at some future time or
- * The proposed addition meets the criteria for emergency acquisitions pursuant to 253.025 (15), F.S. or
- * Two or more council members write the chairman requesting consideration of a proposed boundary modification.

Save Our Rivers Program

The Save Our Rivers program, also administered by the DEP, acquires fee title or less-than-fee title interest in lands needed for water supply, water management and the protection and conservation of water resources. Secondary evaluation criteria include land management, habitat and species diversity, continuity, rarity, vulnerability and recreation potential. Funding for this program is disbursed to five water management districts: South Florida, Southwest Florida, St. Johns River, Suwannee River and Northwest Florida. Each district publishes a five-year acquisition plan listing major projects to be funded. Interested applicants should contact the appropriate water management district. (See application from the Suwannee River Water Management District in Appendix F.)

The Florida Game and Fresh Water Fish Commission's Land Acquisition Program

The Florida Game and Fresh Water Fish Commission's (GFC) Land Acquisition Program acquires lands that are inholdings or additions to state-owned, GFC-managed areas. Most of the land acquired is adjacent to Type I Wildlife Management Areas or Wildlife and Environmental Areas. These are lands with quality wildlife habitat which are managed for public recreation by the GFC in cooperation with private landowners or state and federal government agencies. The GFC inholdings and additions program is funded through Preservation 2000 and has allowed the purchase of over 23,000 acres of wildlife habitat. Prospective properties for acquisition that are inholdings or additions to the GFC managed areas should be submitted to the GFC. The properties will be evaluated by the GFC's Preservation 2000 selection committee and submitted each July to the GFC's five Commissioners for approval.

CONTACTS

(See Appendix A for addresses and phone numbers)

CARL PROGRAM - GENERAL INFORMATION:

Florida Department of Environmental Protection (Division of State Lands, Office of Environmental Services)

CARL PROGRAM - WHO IDENTIFIES PROPERTIES TO BE ACQUIRED:

Florida Department of Environmental Protection (Division of State Lands, Land Acquisition Advisory Council)

CARL PROGRAM - WHO NEGOTIATES PROPERTIES TO BE ACQUIRED:

Florida Department of Environmental Protection (Division of State Lands, Bureau of Land Acquisition)

CARL PROGRAM - WHO ALLOCATES FUNDS:

Florida Department of Environmental Protection (Division of State Lands, Board of Trustees of Internal Improvement Trust Fund)

SAVE OUR RIVERS PROGRAM - GENERAL INFORMATION:

Florida Department of Environmental Protection (Division of State Lands)

SAVE OUR RIVERS PROGRAM - WHO ALLOCATES FUNDS:

Northwest Florida Water Management District
St. Johns River Water Management District
South Florida Water Management District
Southwest Florida Water Management District
Suwannee River Water Management District

FLORIDA GAME AND FRESH WATER FISH COMMISSION LAND ACQUISITION PROGRAM:

Florida Game and Fresh Water Fish Commission

MULTI-PARTY ACQUISITIONS:

Florida Department of Environmental Protection (Division of State Lands, Bureau of Land Acquisition)

Donating Land

WHAT IT IS: Landowners voluntarily agree to transfer land to a qualified public agency or nonprofit organization as a charitable gift.

HOW IT WORKS: Donations of land for conservation purposes can be achieved in several ways. Four types are: an immediate donation, a donation with a charitable remainder trust, a donation with a reserved life estate and a donation by bequest. An immediate donation, a donation of a charitable remainder trust, and a donation with a reserved life estate take effect during the landowner's lifetime. A donation by bequest is written into the landowner's will and occurs after the landowner, or the last survivor of the estate, dies.

Immediate Donation

The least restrictive type of donation is an immediate donation. A landowner agrees to convey property to a qualified public agency or nonprofit organization. After the donation is made, the landowner is not responsible for costs, maintenance and uses associated with the property.

Donation With a Charitable Remainder Trust

In situations where a landowner may not be able to afford to make an outright donation, a charitable remainder trust may be used. The basic transaction requires the property be subjected to a conservation easement, donated to a charitable trust, and then sold by the trustee. The proceeds from the sale are then invested by the trustee and income is paid back to the donor. Upon death of the donor, the principal of the trust is distributed to a qualified public agency or nonprofit organization. The transaction is very complex and should only be done with the assistance of tax counsel.

Donation With a Reserved Life Estate

A donation with a reserved life estate occurs when a landowner agrees to convey property to a qualified public agency or nonprofit organization, but reserves use of the property until he or she dies. The donor is fully responsible for taxes, insurance, maintenance, leasing, etc. When the last legally entitled survivor dies, the agency or organization takes

ownership. The agency or organization can keep the property or sell it, sometimes subject to a conservation easement, depending on the agreement worked out in advance with the donor of the property.

Donation by Bequest

A donation by bequest occurs when a landowner agrees to convey property to a qualified public agency or organization upon his or her death. It is customary to discuss such arrangements before the original landowner's will is finalized, or at least to notify the recipient organization of its inclusion in the will. Sometimes, property owners may choose to bequeath land or a conservation easement on the land to a conservation organization, while in the meantime exploring other tools for retaining the land's resource values.

ADVANTAGES: Landowners who make any of the types of donations discussed above are eligible for an income tax deduction. The amount of the deduction varies depending on the type of donation.

Also, donations reduce heirs' federal estate taxes. Estate taxes, which are paid on the value of an individual's assets at death, are usually higher than expected. Because of soaring land prices in many areas of Florida, the value of a parcel when the landowner dies is often considerably higher than the value of that land when it was purchased. As of 1995, estate taxes were required for people with total assets worth \$600,000 or more for individuals and \$1.2 million for married couples.

Other benefits are that donations made to nonprofit organizations may be sold to generate funds for purchase of other properties in need of protection.

DISADVANTAGES: Even with the effect of income and estate tax benefits, the owner will never realize as much financial benefit through a donation as he or she would through an outright sale.

CONTACTS

(See Appendix A for addresses and phone numbers)

LOCAL AND NATIONAL LAND TRUSTS THAT MAY ACCEPT DONATIONS:

Alachua Conservation Trust	Manasota-88
Allen Broussard Conservancy	Monroe County Land Authority
American Farmland Trust	The Nature Conservancy
Apalachee Land Conservancy	Orange-Seminole Land Trust
Barrier Island Trust	Osceola Land Trust
Calusa Land Trust and Nature Preserve of Pine Island	Red Hills Conservation Association
The Conservancy	Sanibel-Captiva Conservation Foundation
The Conservation Fund	Scrub Land Trust
CREW Trust	Southwest Florida Land Preservation Trust
Florida Keys Land and Sea Trust	SWAMP
Green Horizon Land Trust	The Trust for Public Land
Gulf Coast Conservancy	Volusia County Land Trust
The Humane Society of the United States	
Indian River Land Trust	
Land Preservation Trust of Palm Beach County	
Land Trust of Dade County	
Lemon Bay Conservancy	

Donating Development Rights

WHAT IT IS: Landowners voluntarily agree to donate the development rights on their land to a qualified public agency or nonprofit organization. Landowners do not give up title to the land. Also, they may restrict public access, or sell, give or transfer their property as they desire.

HOW IT WORKS: The donation of development rights involves drafting a legally recorded agreement called a conservation easement, then conveying the easement to a public agency or nonprofit organization during the donor's life or by bequest. (See sample easement in Appendix G.) A conservation easement permanently or temporarily limits the development of all or part of the property. The recipient of the easement accepts responsibility for monitoring and enforcing the easement. Agricultural conservation easements, which are specifically designed to protect farmland, generally prohibit uses that damage agricultural value and productivity.

ADVANTAGES: Donating a conservation easement can significantly reduce the donor's federal and state income taxes, local property taxes and their heir's estate taxes. Under the Internal Revenue Service code, qualified conservation easement donations can be treated as charitable gifts, which may reduce the value of the donor's taxable estate. Also, the donation of an easement, whether during a landowner's life or by bequest, can reduce the value of the farm upon which estate taxes are calculated. Estate taxes are assessed at death on total assets greater than \$600,000 for individuals.

Other benefits of donating easements include: helping maintain the viability of a region's agriculture; offering a way for people to work together to protect their area's scenery, natural resources and quality of life; and keeping land on the tax rolls.

DISADVANTAGES: In order to utilize the income tax deduction one needs fairly high income. Similarly, in order to use the estate tax deduction one must have assets totalling greater than \$600,000. Often, valuable land belongs to people who will not financially benefit from donating an easement; and a source of funds for monitoring easements may need to be obtained.

CONTACTS

(See Appendix A for addresses and phone numbers)

GENERAL INFORMATION ABOUT DONATING EASEMENTS:

American Farmland Trust

LAND TRUSTS THAT MAY ACCEPT DONATED EASEMENTS:

For list of Florida and national land trusts, see Donations of Land section

Selling Development Rights

WHAT IT IS: Landowners voluntarily agree to sell the development rights on their property to a qualified government agency or nonprofit organization that has established a program for acquiring development rights. Landowners do not give up title to the land. Also, they may restrict public access, or sell, give or transfer their property as they desire.

HOW IT WORKS: Landowners who want to sell development rights must apply to a program established to acquire development rights. Called purchase of agricultural conservation easements (PACE), these programs usually are run by public agencies or nonprofit organizations operating locally or at the state level. PACE programs typically are found in areas where there is significant pressure to develop land for residential or commercial use. Widespread in the Northeast, PACE programs are increasing in number in other parts of the country, most notably in California.

Most PACE programs follow the same process in evaluating which development rights to acquire or accept as a donation. This process is listed below and is described in further detail in *The Conservation Easement Handbook: Managing Land Conservation and Historic Preservation Easement Programs*:

1. Tour the property to determine if the property meets the goals of the program. Goals may include improving soil quality, limiting the threat of development and creating a buffer around other protected farms or a critical mass of farms and farm services.
2. Decide whether to acquire or accept the development rights.
3. Advise the owner to consult with legal and tax advisers about drafting a conservation easement. A conservation easement is a legally recorded agreement that permanently or temporarily limits the development of the entire property or specific parts of the property.
4. Compile a baseline data inventory of the property. This should include maps, legal documents pertinent to the easement and an inventory of the agricultural, ecological, manmade and scenic features on the property.
5. Obtain title information.
6. Obtain mortgage subordination.
7. Negotiate the restrictions and draft the document.
8. Obtain a qualified appraisal.
9. Enlist a back-up grantee. (optional)
10. Obtain formal acceptance from the program's authorities.
11. Sign and record the conservation easement.
12. Express appreciation and publicize the agreement.

PACE programs are often funded by bonds. Other sources include general appropriations, real-estate transfer taxes, other special purpose taxes and matching funds from other agencies. Some states have authorized unique funding mechanisms. For example, Pennsylvania uses a small percentage of its cigarette tax to fund its program, and Sonoma County, California uses a percentage of sales tax revenues.

ADVANTAGES: PACE programs help stabilize farmland values and strengthen the future of farming in communities where they are implemented. Because the proceeds from the sale of development rights are usually spent close to home on capital improvements or to acquire additional farmland, these programs help support the local economy. Farmers also use the income from selling development rights to reduce their debt loads, establish funds for retirement or distribute money to heirs. Also, the land remains on local property tax rolls.

DISADVANTAGES: Funds for purchasing and monitoring easements may not be available.

EXAMPLE: In Florida, a PACE program was authorized by the Green Swamp Bill. Signed into law in May 1994, this legislation earmarks \$30 million to pay landowners the difference between their property's full market and undeveloped values. In exchange, the landowners must agree to create conservation easements that require them to forego future development of their land. This program only applies to agricultural land within Lake and Polk counties. It is administered by the Green Swamp Land Authority.

CONTACTS

(See Appendix A for addresses and phone numbers)

GENERAL INFORMATION ABOUT PACE PROGRAMS:

American Farmland Trust

GENERAL INFORMATION ABOUT GREEN SWAMP BILL:

Green Swamp Land Authority

Transferring Development Rights

WHAT IT IS: Landowners agree to sell the development rights on their properties to developers or landowners seeking to build at higher densities than allowed under existing zoning regulations. Sales are made through the private market but only in jurisdictions that have established transfer of development rights (TDR) programs.

Unlike purchase of agricultural easements programs, the development rights are transferred for use in another location; development rights sold through purchase of agricultural conservation easement (PACE) programs are usually retired. If a transfer occurs, landowners still retain title to their land. Also, landowners still may restrict public access, and they still may sell, donate or transfer their properties as they desire.

HOW IT WORKS: TDR programs establish and map “sending” and “receiving” areas in accordance with a comprehensive plan. Sending areas are generally areas targeted for protection, such as agricultural areas. Receiving areas typically have the necessary characteristics and infrastructure to support increased development. Landowners in the sending areas are assigned development rights but are not allowed to develop their properties. Instead, they can sell their development rights to developers or landowners in the receiving areas. Often, development rights also can be bought or sold by a government agency for deposit in a development rights bank established by the agency.

Transfers take place on the open market, with oversight by local government. When development rights are sold, they are documented in the form of a conservation easement. The easement is legally recorded and becomes part of the chain of title to the property when the property is sold.

Credits may be used that can be transferred to apportion development rights fairly. TDR programs may set formulas for the number of development rights available for sale and how to apply them.

To be successful, a TDR program generally must meet the following seven criteria:

- * Sufficient incentives are built into the program to promote the sale and purchase of development rights.
- * The size of the sending area is limited so the supply of development rights does not exceed the demand. (As rights are sold, the size of the sending area can be expanded.)
- * Counties and municipalities remain steadfast in not allowing developers to petition for zoning variances to increase densities.
- * The program is mandatory; to increase densities, developers purchase development rights.
- * TDR banks are established to hold development rights so landowners can sell their rights without waiting for a builder to initiate the sale. Developers then have a central entity from which development rights can be purchased.
- * The receiving area has a low base density so there is ample opportunity to increase densities. Adjacent property owners also are assured that the increase in densities will not result in a service or utility overload.
- * The area where the program is implemented has a strong demand for growth and an active housing market.

More detailed information on TDR programs is available in *Planning for Transfer of Development Rights: A Handbook for New Jersey Municipalities*.

ADVANTAGES: Owners of protected land are compensated for the loss of their right to develop their land for non-farm purposes; the programs involve the private sector as well as government and can be tailored to achieve specific community land protection and development goals; and land stays in private hands and on local tax rolls.

DISADVANTAGES: TDR is very dependent upon local planning and political processes; TDR relies on a dynamic private market to take advantage of the higher development densities the technique creates; and establishing a program’s structure requires zoning ordinance revisions and a far-reaching county plan.

CONTACTS

(See Appendix A for addresses and phone numbers)

GENERAL INFORMATION ABOUT TDR PROGRAMS:

American Farmland Trust
Burlington County (New Jersey) Land Use Office
Montgomery County (Maryland) Office of Economic Development

Leasing Development Rights

WHAT IT IS: Landowners sign an agreement to lease their development rights for a specified amount of time. In return, they receive an annual payment during the period of the lease. In effect, leased development rights are term conservation easements where the lease is a legal restriction on the development rights.

HOW IT WORKS: A lease on development rights is drawn up for a specific length of time, usually a period long enough to ensure a substantial commitment to agriculture, such as 20 to 30 years. The lease can be renewed automatically at the end of the term, or the agreement can stipulate review of the land's development value before the lease is renewed.

The rental payment usually is based on the difference between the land's agricultural value and its full market value, with landowners receiving interest on the difference between them. The payment is made annually. Every 10 years, the property is reappraised, and a new base rental figure is determined.

Instead of a rental payment, landowners can receive non-cash compensation, such as additional tax relief.

ADVANTAGES: Farmers or heirs benefit from increasing land values and are provided with consistent annual cash payments. Also, leasing development rights may be more politically appealing to landowners than selling, donating or transferring development rights if the landowners want compensation without permanent commitment.

DISADVANTAGES: As a pay-as-you-go system, financial risks are involved, both to the local government funding the program and to the farmers who must rely on an uncertain future cash flow; the rental payments could be construed to be a direct subsidy; and, if the land is to be sold, it can be difficult to determine the remaining equity in the land, how to compensate the present landowner and whether the new owner should be subject to the easement.

CONTACTS

(See Appendix A for addresses and phone numbers)

GENERAL INFORMATION ABOUT LEASING DEVELOPMENT RIGHTS:

American Farmland Trust

Land and Like-kind Exchanges

WHAT IT IS: Landowners may be offered property of their choosing, instead of cash, for the sale of a conservation easement. This is called a like-kind exchange. In a land exchange, private- or corporate-owned land is exchanged for state-owned land.

HOW IT WORKS: In a like-kind exchange, a third-party intermediary is asked to use the money from a fee-simple or easement sale to purchase additional farmland or similar real estate for business, trade or investment purposes. The third-party intermediary is often an attorney. Section 1031 of the Internal Revenue Code allows the intermediary to receive the easement payment, negotiate the purchase of a property of the landowner's choosing and make the exchange. The landowner, therefore, receives property, not a cash payment, for the easement. The landowner may also use only part of an easement payment in an exchange and receive the difference in cash as a taxable payment. Under this type of exchange, called a third-party exchange, capital gains taxes that would normally be due on the sale of an easement are deferred until the acquired property is sold.

In Florida, proposals for land exchanges are submitted to the Department of Environmental Protection's (DEP's) Bureau of Land Management Services. Landowners are eligible for a land exchange only if they own land on an

approved acquisition list, such as the list maintained by the Conservation and Recreation Lands program, and the parcel they are interested in has been declared by the state as surplus land. A state agency is eligible if it can certify that it needs a parcel of private land for a particular use, or it manages uplands vested in the Board of Trustees of the Internal Improvement Trust Fund that could be used for an agency exchange. If no uplands managed by the agency can be identified, uplands which have been declared as surplus may be used for an exchange by a state agency. A non-state agency is eligible for a land exchange if it can certify that it needs a parcel of uplands identified as surplus, or that it owns or can acquire exchange property suitable to the Board of Trustees.

Proposals are reviewed by the Land Management Advisory Council, which submits its recommendation to the Board of Trustees. If approved, the proposal is forwarded to the Bureau of Land Acquisition (BLA), which formalizes the agreement. For the agreement to be formalized, the applicant must provide the BLA with a title report and a survey or map of the property to be exchanged. This information and a request for appraiser selection is submitted to the DEP's Bureau of Appraisal. The appraisal is paid for by the acquiring agency or individual and must be approved by the Bureau of Appraisal. If the exchange is proposed by a state agency, that agency requests a transfer of the necessary funds for the appraisal. The acquiring party also must obtain a survey of all the lands involved in the exchange.

Negotiations are conducted by the BLA if the exchange is proposed by an individual. If proposed by a state agency, negotiations are conducted by the state agency with assistance from the BLA. When negotiations are completed, an exchange agreement is signed by both parties. The agreement is subject to approval by the Board of Trustees.

ADVANTAGES: In a land exchange, the state can make effective use of its surplus property; like-kind exchanges may be tax free or tax deferred to the landowner depending on state and local program regulations; and the cost of either kind of exchange is low.

DISADVANTAGES: It can be difficult to achieve an even exchange, and exchanges can delay transactions.

EXAMPLES: See Appendix H for an example of a like-kind exchange completed in Lancaster County, Pennsylvania.

CONTACTS

(See Appendix A for addresses and phone numbers)

WHERE TO SUBMIT LAND EXCHANGE PROPOSALS:

Florida Department of Environmental Protection (Division of State Lands, Bureau of Land Management Services)

WHO RECOMMENDS LAND EXCHANGE PROPOSALS TO BE REVIEWED:

Florida Department of Environmental Protection (Division of State Lands, Land Management Advisory Council)

WHO APPROVES LAND EXCHANGE PROPOSALS:

Florida Department of Environmental Protection (Division of State Lands, Board of Trustees of the Internal Improvement Trust Fund)

WHO FORMALIZES LAND EXCHANGE AGREEMENTS:

Florida Department of Environmental Protection (Division of State Lands, Bureau of Land Acquisition)

WHO RECOMMENDS APPRAISERS AND REVIEWS APPRAISALS FOR LAND EXCHANGES:

Florida Department of Environmental Protection (Division of State Lands, Bureau of Appraisal)

GENERAL INFORMATION ABOUT LIKE-KIND EXCHANGES:

American Farmland Trust
Humane Society
Land Trust Alliance

CHAPTER TWO: *Payment and Credit Programs*

Owners of agricultural land can play a significant role in the long-term protection of Florida panther habitat and other natural resources. As direct, and usually daily, users of the land, they take on a large responsibility for ensuring the sustainability of natural resources. While this responsibility can be gratifying, it can also be overwhelming, both in cost and commitment. To ease or eliminate burdens associated with the protection of agricultural land, payments and credits are offered to landowners who implement certain techniques designed to protect their land's natural resources.

Payment programs administered by government agencies offer partial or full funding on an annual or one-time basis for activities such as protecting farmland from erosion, providing permanent wildlife habitat on farmland and conserving irrigation water. Other programs, usually administered by nonprofit organizations, compensate landowners for damage done to their crops or animals by wildlife. Also, low-interest loans are offered by the federal government to help farmers stay in business and maintain farmland and natural resources. Through market-based incentive programs, the "payment" may be an increase in sales for the business that implements environmentally sensitive management and production practices.

Tax relief programs offer credits to landowners. Property tax relief programs offset the difference between land's value for development and its value as working farmland, or forest or recreational land, depending on the state. The most common property tax relief program is use-value assessment. Estate tax relief programs reduce the amount of land assessed for estate taxes.

Cost-share Programs

WHAT IT IS: Landowners are provided public funding to offset expenses associated with implementing projects that are designed to conserve and/or actively manage their land's natural resources. Cost-share programs typically set a cap on the amount of money offered to the landowner.

HOW IT WORKS: Landowners apply for funding through the federal, state or local agency administering the cost-share program applicable to their needs. Programs are established for numerous activities, such as:

- * Protecting farmland from erosion.
- * Providing permanent wildlife habitat.
- * Developing or restoring shallow water areas for wildlife.
- * Reducing erosion and the pollution of land or water from agricultural nonpoint sources.
- * Conserving irrigation water.
- * Improving water quality.
- * Plugging artesian or abandoned wells on farmland.
- * Improving grassland management to control erosion.
- * Planting trees or shrubs beneficial to wildlife.

Applicants may be required to submit a plan for their project. Landowners who receive cost-share funding through the U.S. Department of Agriculture (USDA) are required to develop a whole-farm plan or a site treatment plan. The plan must incorporate techniques for minimizing erosion and preventing the manipulation or alteration of wetlands.

Applicants also may be asked to provide matching funds.

If funding is awarded, the applicant may have to submit progress reports to the funding agency or agree to allow the agency to monitor the project.

ADVANTAGES: Natural resources that might not have been protected because of lack of private funding are protected.

DISADVANTAGES: Public funds to support cost-share programs may be limited, and landowners may not be able to provide the matching funds required by some programs.

EXAMPLES: The federally funded Agricultural Water Quality Incentives Program provides up to \$3,500 a year to agricultural producers. The funding must be used to implement production changes designed to enhance or protect water quality. Funding is only available to producers within designated project areas. Most project areas are watersheds smaller than 100,000 acres. Producers chosen for the program work with the USDA and local county officials to develop and implement a plan, generally a three-to five-year plan, to protect water quality on their land. Each plan must incorporate waste utilization, contour farming, conservation tillage, nutrient management, irrigation water management and other best management practices. Structural practices, such as terraces, waterways, animal waste storage facilities and irrigation systems are not eligible for funding. The program is administered by the Natural Resources Conservation Service (NRCS), formerly called the Agricultural Stabilization and Conservation Service.

The Special Practice 53 Program, also federally funded, encourages producers to implement an integrated crop management system which reduces by 20 percent the historical application of pesticides and/or nitrogen to their fields. The producer must follow the system for at least three years. The maximum cost-share level is 75 percent. The cost must not exceed \$7 per acre for small grains, forage, hay and row crops and \$20 per acre for vegetables, berries and other specialty crops. The program is administered by the NRCS. (See program requirements in Appendix I.)

The Nonpoint Source Management Program provides federal funding, called Section 319 funding, for projects located in priority watersheds that are identified in the Florida Nonpoint Source Management Plan. The projects can only pertain to implementation, not development, activities. Funds, therefore, cannot be used to conduct water body assessments or prepare watershed plans. Among the types of projects funded are demonstrations of best management practices, implementation of pollutant load reduction goals and monitoring to document measurable water quality improvement resulting from the implementation of nonpoint source pollution control measures. A 40 percent match of non-federal funds is required. This program is administered at the state level through the Department of Environmental Protection.

The Stewardship Incentive Program offers people in Florida who own 25-5,000 acres of land, a portion of which is forested, the opportunity to receive cost-share funding to assist with the cost of implementing resource management activities on their properties. Landowners with approved Forest Stewardship management plans may apply for cost-shares through the Stewardship Incentive Program (SIP). SIP offers a variety of treatments which include reforestation, wetland restoration and enhancement, aquatic habitat enhancement and wildlife enhancement. Treatments cost-shared through SIP must be maintained for a 10-year period.

Landowners targeted for assistance in the program are those who have not been actively managing their properties or wish to diversify their operations. The plan must address long-range goals and be updated at least once every five years. A map of the property must be developed to delineate the various vegetation types and habitat components. The program is funded by the U.S. Forest Service and implemented by the Florida Division of Forestry and several other natural resource agencies. During the 1994 Federal fiscal year, 24,915 acres in Florida were treated with practices cost-shared through SIP totaling \$358,100. Approximately 26 percent of SIP cost-shares were directed to wildlife habitat enhancement. (For more information about the program, see Land Management Plans section.)¹

CONTACTS

(See Appendix A for addresses and phone numbers)

AGRICULTURAL WATER QUALITY INCENTIVE PROGRAM AND SPECIAL PRACTICE 53 PROGRAM:
Natural Resources Conservation Service (state or county offices)

NONPOINT SOURCE MANAGEMENT PROGRAM:
Florida Department of Environmental Protection

FOREST STEWARDSHIP PROGRAM:
Florida Division of Forestry
Florida Game and Fresh Water Fish Commission

¹ This program could be adapted and become the basis for developing the whole-farm plan as described in *A Landowners' Strategy for Protecting Panther Habitat on Private Lands in South Florida: A Project Report*, which is a companion document to this manual. The whole-farm plan described in the report provides for the protection of essential panther habitat while accommodating most agricultural uses. Like the Forest Stewardship Program, it would require sign-off from multiple agencies.

Annual or One-time Payment Programs

WHAT IT IS: Landowners who implement certain specified conservation practices on their land are offered annual or one-time payments to offset the costs associated with the practices. The payments are usually offered by qualified government agencies and nonprofit conservation organizations.

HOW IT WORKS: Landowners apply for funding through an agency or organization administering a program that meets their needs. Federally funded programs include those that compensate farmers for protecting their soil from erosion, guarding their water systems from pollution and enhancing their wildlife habitat.

Applicants may be required to submit a plan for their projects. This is typically a conservation plan describing the conservation measures and maintenance requirements to be carried out by the owner or operator during the term of the contract.

ADVANTAGES: Natural resources that would not have been safeguarded because of lack of private funds are protected.

DISADVANTAGES: Funding to support the programs may be limited.

EXAMPLES: The federally funded **Conservation Reserve Program** offers up to \$50,000 per year to farmers who stop growing crops on cropland subject to excessive erosion because of terrain slope or cropland that contributes to a significant water quality problem. The landowner signs a 10- to 15-year contract with the U.S. Department of Agriculture, agreeing to convert eligible land to permanent vegetative cover. Payment is made in cash, in negotiable commodity certificates redeemable for cash or in commodities owned by the Commodity Credit Corporation. To be considered for the program, landowners must submit to the Natural Resources Conservation Service (NRCS) an application and a bid stating the annual rental payment per acre they would be willing to accept to convert their land. Also, a conservation plan must be developed by each landowner, with assistance from the district conservationist.

The federally funded **Wetlands Reserve Program** offers 10 annual payments or one lump sum payment to landowners who restore, protect or maintain farmed or converted wetlands on their property, or adjacent to functionally related lands and riparian areas that link wetlands. The payments cover up to 75 percent of the cost for restoration and cannot exceed \$50,000 per year. Program participants must agree to long-term easements on the enrolled land. (See easement form in Appendix J.) Perpetual easements receive priority consideration in evaluating which bids to accept. Participants must implement a wetland restoration plan and agree to the permanent retirement of any existing crop acreage base and allotment history which is in excess of the remaining cropland. The program is administered by the NRCS, primarily in the Midwest.

Through the Abandoned Tank Restoration Program, the Florida Department of Environmental Protection (DEP) will reimburse certain businesses for the costs, up to \$1 million, associated with the cleanup of petroleum contamination from abandoned tanks. The intent of the program is to protect ground and surface waters. The businesses must have discontinued storing petroleum products in the tanks by March 1, 1990. Businesses eligible for funding through the program are state community colleges with less than 2,500 full-time employees, counties and municipalities with less than 50,000 residents, and religious institutions, small businesses and charitable institutions, all as defined by Florida statutes. Eligible businesses must pay a \$500 deductible.

CONTACTS

(See Appendix A for addresses and phone numbers)

ABANDONED TANK RESTORATION PROGRAM:

Florida Department of Environmental Protection

CONSERVATION RESERVE PROGRAM AND WETLANDS RESERVE PROGRAM:

Natural Resources Conservation Service (state and county offices)

Compensation Programs

WHAT IT IS: Landowners are offered compensation for any damage done to their crops or animals by wildlife they allow to live and roam on their property. Compensation is usually offered by nonprofit conservation organizations.

HOW IT WORKS: Landowners fill out an application with the agency or organization sponsoring the program. Accepted applicants typically complete a claim form if damage is done to their crops or animals. Before a claim is awarded, local biologists or animal damage control experts usually visit the site to verify the damage. The program sponsor determines the market value of the crop or animal damaged and sends the landowner a check.

ADVANTAGES: Compensation is seen as a way to resolve one of the main issues that makes some landowners resistant to protecting wildlife habitat: economic hardship created by destructive wildlife species.

DISADVANTAGES: Funding may be limited.

EXAMPLES: Defenders of Wildlife, a national wildlife conservation organization, has created a fund of more than \$100,000 to compensate ranchers in the northern Rockies and the southwestern United States for all verified livestock losses to wolves. The fund is supported by donations and the sale of a wolf poster. Another Defenders of Wildlife program, started in 1993, awards up to \$5,000 to private landowners in the northern Rockies who allow wild wolves to give birth and successfully raise pups on their land. Awards are offered to all private landowners, including farmers, ranchers and timber companies.

The Great Bear Foundation of Missoula, Montana awards up to \$6,000 for each horse attacked by a grizzly bear on private land between Montana's Rocky Mountain Front and the Canadian border. Before awarding a claim, the foundation consults with the tribal biologist for the area or a biologist from the appropriate state natural resource agency.

CONTACTS

(See Appendix A for addresses and phone numbers)

Defenders of Wildlife
Great Bear Foundation

Federal Loan Programs

WHAT IT IS: Farmland owners who cannot secure enough funding through the private sector to acquire agricultural land or operate a farm are offered low-interest loans by the federal government. The loans are direct or federally guaranteed with commercial banks. Nine types of loans are available to eligible applicants. Loan requirements vary depending on whether the money will be used for operating or ownership expenses, and whether the money will be used by farmers with small farms, large farms or low incomes; farmers who are socially disadvantaged; or first-time farmers.

Federal loans will not directly conserve natural resources. Combined with other techniques listed in this manual, however, federal loans can be an effective part in helping the farmer to stay in business and maintain farmland and natural resources.

Loans for farm-related operating or ownership expenses are available for family farms, which are defined as farms that a family can operate and manage itself with a reasonable amount of hired labor. A Limited Resource Farm Loan is available for farmers whose agricultural operations are smaller than family size. These loans are made at interest rates lower than ordinary farm loans to those who cannot pay the regular rate of interest because of low income. Socially disadvantaged farmers whose agricultural operations are smaller than family size can also apply for operating or ownership loans. A socially disadvantaged group is defined as one whose members have been subjected to racial, gender or ethnic prejudice because of their identity as members of a group without regard to their individual qualities.

First-time farmers who are entering agriculture and older farmers who need additional avenues to transfer their land to future generations can apply to the federal government for a Downpayment Farm Ownership Loan or Special

Operating Loan. For downpayment loans, the applicant must provide at least 10 percent of the purchase price of the farm or ranch. Downpayment loans may be made to provide an amount equal to 30 percent of the purchase price or appraised value, whichever is lower, of the property to be acquired. A Special Operating Loan of up to \$400,000 (if the loan is guaranteed) or up to \$200,000 (if the loan is direct) can be made to pay for farm operating and family living expenses and to purchase farm animals and equipment.

HOW IT WORKS: A loan application, available from a commercial bank or the local Rural Economic and Community Development (RECD) office, is filled out by the landowner. (See loan application in Appendix K.) The application is submitted to a commercial lender if it is for a federally guaranteed loan or the local RECD office if it is for a direct loan. Beginning in the fall of 1995, the Consolidated Farm Services Agency (CFSA) will take over the role of the RECD in administering the loan programs.

The legal requirements for these loan programs can be complicated. Assistance is available from the RECD/CFSA.

The county office or an area committee of the RECD/CFSA determines the eligibility of the applicant. The committee consists of three persons who know local farming and credit conditions. Before approving an application, the committee may meet with the farmer or visit the applicant's farm.

If the application is approved, the landowner will be assisted by the lender or federal agency in developing a plan to make the best use of their land, labor, livestock, capital and equipment.

Before a loan is made, borrowers must be able to prove they have enough income to meet operating and family living expenses and to repay the loan and other debts.

ADVANTAGES: Federal loans make up for the lack of funding available from private enterprise and investment, which typically are not able to produce the necessary capital for family farms to continue competing successfully in agricultural enterprises or to permit enterprising individuals to become farmers.

DISADVANTAGES: Borrowers enter into debt.

CONTACTS

(See Appendix A for addresses and phone numbers)

Consolidated Farm Services Agency (state and county offices)

Rural Economic and Community Development (formerly known as Farmers Home Administration; state and county offices)

Market-based Incentive Programs

WHAT IT IS: Businesses that implement management and production practices or develop new products are recognized, promoted or certified through various programs established by government agencies, nonprofit organizations and private businesses. The practices and products must be designed in a manner that is not destructive to or that conserve natural resources.

HOW IT WORKS: Businesses are typically selected through a nomination or application process. Recognition and certification may involve giving approved businesses labels for their products, such as recycling labels or dolphin-safe labels for tuna fish. Promotion may involve researching new techniques and products being used by the agricultural industry or advertising existing innovative techniques. Promotion may also involve ecotourism, wherein a business offers tours of its facilities to demonstrate management and production techniques used to protect the environment. In each case, ecological standards must be applied to the practices or products that are the focus of the program. Quality of product standards cannot be the primary criteria for acceptance into the program.

ADVANTAGES: Natural resources are protected and businesses' sales may increase.

DISADVANTAGES: It can be difficult to monitor and determine which businesses should be recognized; funding for research may be limited; consumers and markets (especially distributors) may not be accepting of the incentives.

EXAMPLE: Babcock Wilderness Adventures offers tours of Crescent B Ranch in Punta Gorda. The 90,000-acre area includes pine woods, pastures and a swamp. A variety of vegetables are harvested in the ranch by several large agricultural companies, and cattle graze the pastures. The tour features a boardwalk to a panther/cougar exhibit, which provides a natural habitat for the animals.

CONTACTS

(See Appendix A for address and phone number)

Babcock Wilderness Adventures

Tax Relief Programs

WHAT IT IS: Property tax relief programs offset the difference between land's value for development and its value as working farmland, or forest or recreational land, depending on the state. The programs assess land at its current use instead of its potential use for development. In exchange for tax relief, landowners are usually required to keep their land in a certain use, such as agricultural, for a specified time.

Estate tax relief programs can reduce landowners' estate taxes. Estate taxes are paid on assets of more than \$600,000 for individuals and \$1.2 million for married couples.

HOW IT WORKS: A type of program that can be used to reduce property taxes is use-value assessment. Use-value assessment programs tax eligible farmland at its agricultural or current use value instead of at its potential value for development. Eligibility usually includes minimum acreage and gross sales requirements. Many programs provide guidance to local assessors on valuations sometimes based on the value of the commodities produced or the type of farmland use. Most states require the land to be actively farmed during the current tax year, and many require it to have been farmed for two to three previous years.

Several techniques exist for reducing estate taxes. One is for married couples to legally split ownership of their property. Because the federal government only taxes estates owned by married couples that are worth more than \$1.2 million, this can double the amount of the couple's assets that are not taxed, thereby saving their heirs thousands of dollars in estate taxes. Ownership is split by putting title to the land in what is called a "tenancy-in-common." Under this arrangement, when the first spouse dies, ownership of their interest in the land goes directly to the heirs, not to the surviving spouse. Landowners can also reduce their estate taxes by transferring ownership of their life insurance policies to a beneficiary during their lifetimes. If this is done, the policy is generally not taxed as part of the landowner's estate.

ADVANTAGES: Farmers' savings from tax relief programs can make the difference between staying in business or selling to developers. Also, property tax relief programs serve farmers and society at large because they help correct the inherent inequities in the current property tax system.

DISADVANTAGES: When tax relief is a short-term incentive, it does not ensure the long-term protection of farmland.

EXAMPLES: A pilot program in Wisconsin, called the Conservation Credit Initiative Program, offers property tax credits to farmers who voluntarily agree to implement approved whole farm plans, also called conservation plans, on their land. Farmers are responsible for all costs associated with implementing their plans. A caveat to receiving the tax credits is that the plan must incorporate state and federal soil loss standards. The scope of the program may be broadened soon to include water quality standards. Participating farmers receive an average property tax credit of \$5 per acre, which amounts to an average annual payment of \$373 per participant. When additional conservation goals are met, the credit per acre increases.

In Florida, an agricultural greenbelt exemption, called the Florida Agricultural Use Assessment, is available for "bona fide" commercial agriculture under Chapter 193.461, F.S. The classification depends on the following factors:

- * The length of time the land has been used for agriculture.
- * Whether the use is continuous.
- * The purchase price paid for the land.
- * The acreage devoted to a specific agricultural use.
- * Efforts taken to care for the land in accordance with accepted agricultural practices.
- * The profitability of the type of agriculture.

Development pressure is not a factor. Agricultural uses include horticulture, floriculture, viticulture, forestry, dairy, livestock, poultry, apiculture and pisciculture. Exemptions for land classified as commercial agriculture are based on size, condition, current market value of property, income produced by the property, present land use productivity and economic merchantability of the product.

CONTACTS

(See Appendix A for addresses and phone numbers)

Florida Tax Watch

Pepin County Land Conservation Department

(for information about Conservation Credit Initiative Program)

CHAPTER THREE: *Land Management Techniques*

To pay for expenses associated with farming, and hopefully earn a profit, agricultural land is generally managed in a manner that ensures a healthy crop. At the same time, land can be managed with the goal of protecting the land's natural resources.

A multi-faceted management plan, often called a whole farm plan, can offer this protection while also reducing the regulatory and bureaucratic requirements that can result from a piecemeal approach to management. Whole-farm plans are voluntary and site-specific. Landowners work alone or in conjunction with the public or private sector to develop a plan. Free technical assistance is often provided from the public sector.

The federal government requires that a land management plan, called an Habitat Conservation Plan (HCP), be developed and implemented by landowners wanting to modify any land they own that is habitat for endangered or threatened species. Although such plans are not required to include the management of all natural resources, they often do so.

Agricultural landowners who create, enhance or protect habitat that supports or could support endangered species are not liable for any incidental takings that occur as a result of normal farming operations if they sign an Habitat Conservation Agreement. By removing the fear of incurring management restrictions or legal liability, farmers are likely to be better stewards of their land.

Landowners who implement land management plans may be eligible for recognition through a stewardship program. These programs acknowledge landowners who observe environmentally sound stewardship practices on their land.

Whole-farm Plan

WHAT IT IS: Landowners work alone or with the public or private sector to develop site-specific plans that include management techniques designed to conserve a farm's soil, air, water, native plants and animals, and other natural resources. Traditional farm plans are more piecemeal, protecting only some natural resources.

HOW IT WORKS: The Florida Game and Fresh Water Fish Commission (GFC) provides technical assistance to landowners throughout the state who want to develop a whole-farm plan, which the GFC calls a Stewardship Plan. A Stewardship Plan must be designed to preserve important wildlife habitat. This effort is the foundation of a new program called the Private Lands Initiative. The Initiative establishes a framework for developing a holistic wildlife and ecosystem management program by forming partnerships with private landowners to develop comprehensive land stewardship plans for their properties. These partnerships will foster interdisciplinary, incentive-based planning that centers on the landowners, land-use objectives and the natural resource management opportunities that exist on their properties. The Initiative is based on providing incentives, compensation, interagency coordination, improved permitting processes and long-term commitment. The result will be an approach to management of Florida's private lands that compensates private landowners for good stewardship of wildlife and its habitat.

Also in Florida, private, non-industrial forest landowners, can receive assistance in developing a whole-farm plan for their properties if they participate in the Forest Stewardship Program. Landowners targeted for assistance through the program are those who have not been actively managing their properties or wish to diversify their operations. The plan is called a Forest Stewardship Management Plan instead of a whole-farm plan. The plan must address management concerns for wildlife, timber, aesthetics, recreation, and soil and water conservation. Woodland grazing is an optional component. It must address long-range goals and be updated at least once every five years. A map of the property is developed to delineate the various vegetation types and habitat components as well as specific locations for various management treatments that may be suggested in the plan.

The plan is developed by one or more of the following: the GFC, the Florida Division of Forestry or private forestry and wildlife consultants with input from the Natural Resources Conservation Service (NRCS) and the Florida Cooperative Extension Service. When a final draft is complete the plan is presented to the landowner. Prior to developing the plan, the landowner signs a Forest Stewardship Creed to signify official enrollment in the program and commitment to the stewardship concept. Once the landowner has an approved Forest Stewardship Management Plan, the landowner is

eligible to apply for federal cost-share funds through the Stewardship Incentive Program (SIP). SIP provides assistance in implementing the plan. The program is funded by the United States Forest Service and implemented by the Florida Division of Forestry in cooperation with several other natural resource agencies — such as the GFC, Florida Cooperative Extension Service, NRCS, Consolidated Farm Services Agency and private natural resource management consultants.

The Suwannee River Water Management District in northern Florida is developing a Forestry and Agriculture Resource Management Program that will offer technical assistance to farmers developing whole-farm plans. Working with private consultants and other agencies, the district will assist farmers by educating them about best management practices, resource protection, and district, local, regional, state and federal regulatory requirements pertaining to farming activities; using a geographic information system to map the farm's wetlands and soils; preparing farm plans; and establishing a comprehensive resource planning process that identifies all natural resources, wetlands and other natural drainage features. The district intends to implement the program by fall 1995.

ADVANTAGES: Whole-farm plans protect a variety of natural resources and may provide farmers with protection from increasing regulatory and bureaucratic requirements that can result from a piecemeal approach to management.

DISADVANTAGES: Plans can be costly to develop and implement unless cost-sharing money is available.

EXAMPLES: A sample Forest Stewardship Management Plan is included in Appendix L as well as Plan Development Procedures.

A sample whole-farm plan developed for a farm in Pennsylvania is included in Appendix M. The plan was developed with assistance from the Pennsylvania Association of Conservation Districts, which is promoting whole-farm planning within the Commonwealth through a program called the Pennsylvania One Plan. Farmers who voluntarily agree to participate in the program work with state and federal agencies, private advisers, industry and various organizations to create unified management plans for their properties. Standard features in the plan are a single farm and field mapping system, simple and concise explanations of what to do, standardized technical information and information about where to get help to implement, update or revise plans. Optional features include detailed farm and forest management information, additional ideas and information to improve the operation and a record-keeping system to help manage the operation and document compliance with government requirements. In addition to protecting natural resources, the plans are intended to eliminate the confusion and conflicts that may arise when agencies, businesses and organizations work independently in offering information to landowners.²

CONTACTS

(See Appendix A for addresses and phone numbers)

Florida Division of Forestry
Florida Game and Fresh Water Fish Commission
Pennsylvania Association of Conservation Districts
Suwannee River Water Management District

² This program could be adapted and implemented in Florida and become the basis for developing the whole-farm plan as described in *A Landowners' Strategy for Protecting Panther Habitat on Private Lands in South Florida: A Project Report*, which is a companion document to this manual. The whole-farm plan described in the report provides for the protection of the panther habitat while accommodating most agricultural uses. Because this primarily deals with wildlife, an agricultural component would need to be developed as well.

Habitat Conservation Plan

WHAT IT IS: Landowners work alone or with the public or private sector to develop land management plans designed to protect wildlife habitat and other natural resources. This type of plan, called an Habitat Conservation Plan (HCP), is required under the federal Endangered Species Act for landowners wanting to modify land they own that is habitat for endangered or threatened species.

HOW IT WORKS: The U.S. Fish and Wildlife Service (USFWS) offers technical assistance in developing plans. An “incidental taking” of the species is permitted if the HCP specifies all of the following:

- * The impacts of the incidental taking on the species.
- * The measures the applicant will take and fund to minimize and mitigate these impacts.
- * The alternative actions that were considered, and why they were rejected.
- * Any other measures the USFWS believes are appropriate or necessary to implement the plan.

Plans are submitted to the USFWS for final approval. For a detailed discussion of the HCP process, consult the USFWS publication entitled *Preliminary Draft Handbook for Habitat Conservation Planning and Incidental Take Permit Processing* or the World Wildlife Fund's *Reconciling Conflicts Under the Endangered Species Act: The Habitat Conservation Planning Experience*.

ADVANTAGES: HCPs can reduce conflicts regarding the conservation of listed species versus private development. Also, the plans can provide a means of securing long-term protection of listed species and their habitat.

DISADVANTAGES: HCPs can be costly to develop, implement and monitor.

CONTACTS

(See Appendix A for addresses and phone numbers)

U.S. Fish and Wildlife Service (Florida Panther Coordinator and Regional HCP Coordinator)

Habitat Conservation Agreement

WHAT IT IS: Landowners agree to create, enhance or protect habitat that supports or could support endangered species.

HOW IT WORKS: The U.S. Fish and Wildlife Service (USFWS) and/or a state wildlife agency drafts a habitat conservation plan for a generalized or specific habitat, such as a wetland or upland area. Landowners who voluntarily agree to create, enhance or protect this habitat -- and enter into an agreement with the USFWS and/or state wildlife agency -- are given “certificates of inclusion.”

Before the agreements are executed and “certificates of inclusion” conferred, inventories of the existing endangered species or habitat on the landowners’ properties are conducted. The inventories set the baseline requirements the landowners must maintain, if any. Landowners who do not have any endangered species or habitat on their property will never be obligated to maintain any habitat created under the agreement. Landowners are free to choose not to proceed after the inventories are conducted.

The certificates provide landowners with relief from liability for any “incidental takes” that might occur as part of normal operations on their property and which permit them to remove or change the created habitat without incurring legal liability.

This concept was proposed by American Farmland Trust in 1994. The USFWS first implemented it in California in 1995.

ADVANTAGES: Landowners issued “certificates of inclusion” are not liable for any incidental takings (over and above the baseline inventory) that occur as a result of normal farming operations. This provides an opportunity for farmers to be good stewards of their land and removes the disincentive farmers currently have to keep their lands clear of habitat for fear of incurring management restrictions or legal liability.

Also, unlike habitat conservation plans required by the federal government under the Endangered Species Act (see Habitat Conservation Plan section), funds are not required for purchasing land for habitat, and large-scale biological surveys do not have to be conducted before or after the habitat conservation plan is implemented. There are no costs to the landowners, except for the creation of habitat, which often can be offset by federal, state or local cost-share funding or grants (see Cost-Share Programs section). In some cases, simply varying existing management practices can create or enhance habitat.

DISADVANTAGES: There is no guarantee that endangered species attracted to a landowner’s property after the agreement is executed will be permanently protected.

CONTACTS

(See Appendix A for addresses and phone numbers)

American Farmland Trust (Visalia office)
U.S. Fish and Wildlife Service

Stewardship Recognition Programs

WHAT IT IS: Landowners who observe environmentally sound stewardship practices on their land are acknowledged for their efforts through programs administered by government agencies or nonprofit organizations.

HOW IT WORKS: Landowners complete an application that provides the agency or organization administering the program with information about how they use their land and what types of stewardship practices are followed. Applicants also may be required to submit letters of recommendation, photographs of the property, a map of the property, etc. Some programs charge an application fee to cover processing and handling costs.

Approved applicants are usually presented with a plaque or award in exchange for signing a non-binding pledge stating their conservation and stewardship intentions.

ADVANTAGES: In addition to recognizing landowners for their stewardship efforts, this type of acknowledgement can encourage other landowners to be better stewards of their land and communities to be more supportive of private initiatives to improve the management of farmland and open space. This can lay the groundwork for public and private acceptance of more formal and permanent programs to protect the land.

DISADVANTAGES: Recognition programs do not guarantee permanent protection for wildlife or habitat. These programs are nonbinding and usually not monitored by the organization administering the program.

EXAMPLE: The Florida Department of Agriculture and Consumer Services presents annual awards, called Commissioner’s Agricultural-Environmental Leadership Awards, to farmers who promote environmentally sensitive agricultural practices. Farmers may nominate themselves or others for recognition in one or more of the following categories: wildlife protection and habitat conservation, pesticide/nutrient management, water quality, soil and water conservation, waste management/recycling, overall grower and overall non-grower. Farming practices are judged in terms of their environmental benefits, economic viability, suitability for replication, regulatory versus voluntary nature and use of new approaches or technologies.

The Soil and Water Conservation District in DeKalb County, Illinois has created the Conservation Farm Project to honor farmers who are working hard to protect the resources of their land. These are farmers who farm their land at tolerable soil loss levels, manage several natural resources, use best management practices, and properly manage livestock

wastes and nutrients. No minimum acreage is required. Selected nominees are given an aluminum, personalized sign for the farm and a framed certificate. (See criteria and nomination form in Appendix N.)

The National Wildlife Federation, a nonprofit organization, sponsors a Backyard Wildlife Habitat Program that acknowledges the efforts of people who consider the needs of wildlife when landscaping their properties. To become a certified Backyard Wildlife Habitat, a site must be structured around the four basic needs of all wildlife: food, water, cover in which to hide and a place to raise young. An information packet, available from the National Wildlife Federation, includes a program application, booklet on planning and creating wildlife habitat, and *The Backyard Naturalist*, the story of one person's experiences and efforts in attracting wildlife into his yard.

The Delta Wildlife Foundation, a nonprofit organization working to develop wildlife habitat in the Mississippi Delta, honors farmers who pledge to abide by accepted environmental practices and strive toward specific conservation goals. These farmers, who have formed their own organization, sign agreements to follow proper chemical application, soil conservation, water conservation and wildlife management practices. Outstanding participants in the farmers' organization are honored through the Delta Wildlife Foundation's Model Farm program.

CONTACTS

(See Appendix A for addresses and phone numbers)

DeKalb County Soil and Water Conservation District
Delta Wildlife Foundation
Florida Department of Agriculture and Consumer Services
National Wildlife Federation

References

1. American Farmland Trust, "A Guide to Agricultural Conservation Easements." Washington, DC, 1993.
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 3. Ibid. "Private and Public Options for Protecting Agricultural Land." Washington, DC, 1994.
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 5. Ibid. *Protecting Farmland Through Purchase of Development Rights: The Farmers' Perspective*. Northampton, MA, 1988.
 6. Ibid. *Saving the Farm: A Handbook for Conserving Agricultural Lands*. Davis, CA, 1990.
 7. Ibid. *Saving the Farm: Estate Tax Benefits from Conservation Easements, the Williamson Act, and Special Use Valuation*. Davis, CA, 1987.
 8. Ibid. "Your Land, Your Legacy: Conservation Choices in Farm Estate Planning." Northampton, MA, 1991.
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APPENDICES

**APPENDIX A:
CONTACTS**

Alachua Conservation Trust
22 South Main Street
Gainesville, FL 32601
904-375-4560

Allen Broussard Conservancy
502 East New Haven Avenue
Melbourne, FL 32901
407-726-4050

American Farmland Trust
Florida Office
One Park Place
621 NW 53rd Street
Suite 240
Boca Raton, FL 33487
407-995-1454

American Farmland Trust
National Office
1920 N Street, N.W.
Suite 400
Washington, DC 20036
202-659-5170

American Farmland Trust
Visalia Field Office
711 North Court Street
Suite G
Visalia, CA 93291
209-627-3708

Apalachee Land Conservancy
2420 Lakeshore Drive
Tallahassee, FL 32312
904-385-7997

Babcock Wilderness Adventures
8000 SR 31
Punta Gorda, FL 33982
941-639-3958

Barrier Island Trust
1515 Country Club Drive
Tallahassee, FL 32301
904-877-3942

Burlington County Land Use Office
49 Rancocas Road
Mount Holly, NH 08060
609-265-5787

Calusa Land Trust and Nature Preserve of Pine Island
P.O. Box 216
Bokeelia, FL 33922
941-283-1206

The Conservancy
1450 Merrihue Drive
Naples, FL 33942
941-263-0223

The Conservation Fund
National Office
1800 North Kent Street
Suite 1120
Arlington, VA 22209
703-525-6300

The Conservation Fund
Florida Office
4400 PGA Boulevard
Suite 900
Palm Beach Gardens, FL 33410
407-624-4925

Consolidated Farm Services Agency
Florida Office
P.O. Box 141030
Gainesville, FL 32614-1030
904-373-1361

CREW Trust
1342 Colonial Boulevard
Building K
Fort Myers, FL 33907
941-436-9311

Defenders of Wildlife
1101 Fourteenth Street, N.W.
Suite 1400
Washington, DC 20005
202-682-1331

DeKalb County Soil and Water Conservation District
315 North Sixth Street
DeKalb, IL 60115
815-756-3237

Delta Wildlife Foundation
P.O. Box 276
Soneville, MS 38776
601-686-4062

Farming for the Future, Inc.
One Park Place
621 NW 53rd Street
Suite 240
Boca Raton, FL 33487
407-995-1454

Florida Department of Agriculture and Consumer Services
Plaza Level 10
The Capitol
Tallahassee, FL 32399-0810

Florida Department of Environmental Protection
Division of State Lands
Board of Trustees of Internal Improvement Trust Fund
3900 Commonwealth Boulevard
Mail Station 115
Tallahassee, FL 32399-3000
904-488-2351

Florida Department of Environmental Protection
Division of State Lands
Bureau of Appraisal
3900 Commonwealth Boulevard
Mail Station 110
Tallahassee, FL 32399-3000
904-488-9025

Florida Department of Environmental Protection
Division of State Lands
Bureau of Land Acquisition
3900 Commonwealth Boulevard
Mail Station 115
Tallahassee, FL 32399-3000
904-488-2351

Florida Department of Environmental Protection
Division of State Lands
Bureau of Land Management Services
3900 Commonwealth Boulevard
Mail Station 130
Tallahassee, FL 32399-3000
904-488-2291

Florida Department of Environmental Protection
Division of State Lands
Land Acquisition Advisory Council
3900 Commonwealth Boulevard
Mail Station 140
Tallahassee, FL 32399-3000
904-487-1750

Florida Department of Environmental Protection
Division of State Lands
Land Management Advisory Council
3900 Commonwealth Boulevard
Mail Station 130
Tallahassee, FL 32399-3000
904-488-2291

Florida Department of Environmental Protection
Division of State Lands
Office of Environmental Services
3900 Commonwealth Boulevard
Mail Station 140
Tallahassee, FL 32399-3000
904-487-1750

Florida Department of Environmental Protection
Division of State Lands
Save Our Rivers Program
3900 Commonwealth Boulevard
Mail Station 150
Tallahassee, FL 32399-3000
904-488-6242

Florida Department of Environmental Protection
Petroleum Insurance Administrator
Abandoned Tank Restoration Program
2600 Blairstone Road
Mail Stop 4525
Tallahassee, FL 32399-2400
904-488-0876

Florida Division of Forestry
3125 Conner Boulevard
Tallahassee, FL 32399-1650
904-488-9829

Florida Game and Fresh Water Fish Commission
Farris Bryant Building
620 South Meridian
Tallahassee, FL 32399-1600
904-488-3831

Florida Keys Land and Sea Trust
P.O. Box 536
Marathon, FL 33050
305-743-3900

Florida Tax Watch
P.O. Box 10209
Tallahassee, FL 32308
904-222-5052

Great Bear Foundation
P.O. Box 2699
Missoula, MT 59806
406-721-3009

Green Horizon Land Trust
P.O. Box 2445
Lake Wales, FL 33859
941-678-1237

Green Swamp Land Authority
2705 West Fairbanks Avenue
Winter Park, FL 32789
407-645-3735

Gulf Coast Conservancy
P.O. Box 738
Aripeka, FL 34679
904-686-6819

The Humane Society of the United States
Wildlife Land Trust
2100 L Street, N.W.
Washington, DC 20037
301-258-3137

Indian River Land Trust
P.O. Box 1302
Vero Beach, FL 32961
407-234-3288

Land Preservation Trust of Palm Beach County
Edwards and Angell
250 Royal Palm Way
Suite 300
Palm Beach, FL 33480
407-833-7700

Land Trust Alliance
1319 F Street, N.W.
Suite 501
Washington, DC 20004-1106
202-638-4725

Land Trust of Dade County
P.O. Box 331811
Coconut Grove, FL 33132
305-325-0045

Lemon Bay Conservancy
P.O. Box 508
Englewood, FL 34295
813-475-9021

Manasota-88
5314 Bay State Road
Palmetto, FL 34221
941-722-7413

Monroe County Land Authority
3706 North Roosevelt Boulevard
Suite 1
Key West, FL 33040
305-292-4414

Montgomery County Office of Economic Development
101 Monroe Street
Suite 1500
Rockville, MD 20850
301-217-2345

National Wildlife Federation
1400 Sixteenth Street, N.W.
Washington, DC 20036-2266
1-800-432-6564

Natural Resources Conservation Service
Florida Office
P.O. Box 141510
Gainesville, FL 32614-1510
904-338-9500

The Nature Conservancy
National Office
1815 North Lynn Street
Arlington, VA 22209
703-841-5300

The Nature Conservancy
Florida Office
2699 Lee Road
Suite 500
Winter Park, FL 32789
407-628-5887

Northwest Florida Water Management District
Lands Management and Acquisition Division
Rt. 1 Box 3100
Havana, FL 32333
904-539-5999

Orange-Seminole Land Trust
c/o Glatting Jackson
33 East Pine Street
Orlando, FL 32801
407-843-6552

Osceola Land Trust
c/o Jack Sheneen and Co.
600 North Thacker Avenue, D58
Kissimmee, FL 34741
407-870-2200

Pennsylvania Association of Conservation Districts
225 Pine Street
Harrisburg, PA 17101
717-236-1006

Pepin County Land Conservation Department
550 7th Avenue West
Durand, WI 54736
715-672-8665

Red Hills Conservation Association
Route 1 Box 678
Tallahassee, FL 32312
904-893-4153

Rural Economic and Community Development
(formerly known as Farmers Home Administration)
Florida Office
P.O. Box 141630
Gainesville, FL 32614-1630
904-338-3430

St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32078
904-329-4500

Sanibel-Captiva Conservation Foundation
P.O. Box 839
3333 Sanibel-Captiva Road
Sanibel, FL 33957
941-472-2329

Scrub Land Trust
502 East New Haven Avenue
Melbourne, FL 32901
407-726-4126

South Florida Water Management District
Land Stewardship Division
Construction and Land Management Department
P.O. Box 24680
West Palm Beach, FL 33416-4680
407-687-6636

Southwest Florida Land Preservation Trust
P.O. Box 2721
Naples, FL 33939
941-597-1001

Southwest Florida Water Management District
Land Resources Department
2379 Broad Street
Brooksville, FL 33512
1-800-423-1476 or 904-796-7211

Suwannee River Water Management District
Rt. 3 Box 64
Live Oak, FL 32060
904-362-1001

SWAMP
2309 Fairway Drive South
Plant City, FL 33567
813-754-2638

The Trust for Public Land
Miami Branch Office
7900 Red Road, Suite 25
South Miami, FL 33143
305-667-0409

The Trust for Public Land
National Office
116 New Montgomery
Fourth Floor
San Francisco, CA 94105
415-495-4014

The Trust for Public Land
Southeast Regional Office
1310 Centerville Road
Tallahassee, FL 32303
904-422-1404

United States Fish and Wildlife Service
Florida Panther Coordinator
117 Newins-Ziegler Hall
University of Florida
Gainesville, FL 32611-0307
904-392-1861

United States Fish and Wildlife Service
Regional HCP Coordinator
1875 Century Boulevard
Atlanta, GA 30345
404-679-7082

Volusia County Land Trust
1005 North Dixie Freeway
New Smyrna Beach, FL 32168
904-427-2211

APPENDIX B:
SAMPLE SALE/LEASE-BACK AGREEMENT WITH OPTION TO REPURCHASE

Description of transaction between American Farmland Trust (AFT), The Nature Conservancy (TNC) and UX Livestock Company.

The UX Ranch Livestock Company sold their farm to American Farmland Trust and The Nature Conservancy collectively with a provision that AFT/TNC placed a conservation easement on the property and the UX Ranch Livestock Company was able to purchase the ranch.

These documents represent legal agreement for the sale of the ranch to AFT and TNC and the lease-back to the UX Ranch Livestock Company.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE
(Ruby Valley -- UX Ranch -- Acquisition)

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is entered into this 10 day of December 1987, by and between the UX LIVESTOCK CO., a Nevada corporation, ("UX Livestock"), as seller, and THE AMERICAN FARMLAND TRUST, a District of Columbia non-profit corporation (the "Trust"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (the "Conservancy"), (the Conservancy and the Trust shall be referred to collectively as "AFT/TNC"), as buyer.

In consideration of the mutual covenants contained in this Agreement, UX Livestock agrees to sell to AFT/TNC, and AFT/TNC agrees to purchase from UX Livestock, all that certain real property, including without limitation the land and all buildings, improvements and fixtures thereon, all mineral, oil, gas, geothermal, water, grazing and other surface and subsurface rights, leases, permits, hereditaments, easements, incidents and appurtenances belonging thereto, located in the County of Elko, State of Nevada, commonly known as the UX Ranch and consisting of 3,584 acres, more or less, more particularly described in Exhibit A to this Agreement, and including, without limitation, all rights, permits, cooperative agreements and privileges associated with any grazing permits issued to UX Livestock by the United States Bureau of Land Management or the United States Forest Service to the extent allowable by the applicable agencies, and including an undivided 23% interest in and to that certain Application No. 49159 filed June 19, 1985 with the Nevada State Engineer seeking 62,720 acre feet of water for recreational purposes within Franklin Lake, but reserving unto UX Livestock

its additional 23% undivided interest in and to such application (collectively, the "Property"), on all of the terms and conditions set forth below. UX Livestock also agrees to assign to AFT/TNC all its right, title and interest as lessor in and to all oil, gas and mineral leases affecting the Property, including without limitation those listed as item No. 10 of the Title Report, defined below.

TERMS AND CONDITIONS

1. Purchase Price. The total purchase price for the Property, shall be Three Hundred Thousand Dollars (\$300,000). The purchase price shall be paid in cash or immediately available funds at closing.

2. Closing Date. Closing shall be held through an escrow established with the office of First American Title Company of Nevada, 518 Idaho Street, P.O. Box 308, Elko, Nevada 89801, (702)738-7101), Attn: Shirley Mensink or other designated officer, or such other title company upon which UX Livestock and AFT/TNC shall mutually agree (the "Title Company"), on December 10, 1987 (the "Closing Date"), or as soon thereafter as UX Livestock shall have fully performed hereunder. AFT/TNC has obtained a preliminary title report No. EL-412523 dated as of October 15, 1987 issued by the Title Company, a copy of which is attached to this Agreement as Exhibit B (the "Title Report"), pursuant to which the Title Company is prepared, upon execution and delivery of the deed, to issue to AFT/TNC a standard coverage owner's policy of title insurance in the amount of the total purchase price, which policy shall be paid for by AFT/TNC. UX Livestock shall submit a copy of the proposed deed to the Conservancy's regional attorney at 785 Market Street, Third

Floor, San Francisco, California 94103, and to the Trust's general counsel at 1920 N Street N.W., Suite 400, Washington, D.C. 20036, prior to the Closing Date. The title policy may contain the standard printed exceptions and reservations.

3. Title. At closing, UX Livestock shall execute and deliver a good and sufficient grant, bargain and sale deed, conveying good, insurable and marketable title to the Property to AFT/TNC in fee simple free and clear of all liens, encumbrances and other exceptions, except (A) the lien of real property taxes applicable to the period following the Closing Date, (B) exceptions and restrictions Nos. 2 through 10 inclusive and 12 of the Title Report, (C) reservations contained in the land description in the Title Report, (D) such easements, restrictions and other exceptions of record as are satisfactory to AFT/TNC, (E) the lien of the lease referred to in Paragraph 5 below, and (F) the option to repurchase referred to in Paragraph 6 below, together with unrestricted access and all other right, title and interest of UX Livestock in the Property. UX Livestock represents and warrants to AFT/TNC that (a) the Property does not contain and has not been used in any manner for the storage of any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, ground water or otherwise, which violates any applicable law, regulation or other restriction or requires reporting to any governmental authority, and no activity on the Property has produced any such substances, (b) the Property does not contain underground tanks of any type other than one 500 gallon gasoline tank which is in good, safe and working condition, or any materials containing or producing any polychlorinated biphenyls or any asbestos, and (c) there are no surface or subsurface conditions which constitute or with the passage of time may constitute a public or private nuisance. UX

Livestock warrants and represents that there are no easements or rights of way which have been acquired by prescription or which are otherwise not of record with respect to the Property except that UX Livestock does make such warranty with respect to (i) the roads running through the "Bennett Pasture" in Sections 27, 28 and 33, T30N, R58E, M.D.B. & M., and in Section 4, T29N, R58E, M.D.B. & M., (ii) the Federal Aid Secondary Highway No. 579 and the county roads running through Sections 26 and 35, T30N, R59E, M.D.B. & M., and that there are no easements, rights of way, permits, licenses or other forms of agreement which afford third parties the right to traverse any portion of the Property to gain access to other real property. UX Livestock further warrants and represents that there are no disputes with regard to the location of any fence or other monumentation of the Property's boundary nor any claims or actions involving the location of any fence or boundary but does not warrant that fences are located on property boundaries.

4. UX Livestock Condition Precedent. UX Livestock's obligation to close this transaction is expressly conditioned on the agreement of the Federal Land Bank of Sacramento, a corporation ("FLB"), (a) to accept payment through escrow as of the Closing Date of not more than \$250,000 cash and the FLB stock owned by UX Livestock which UX Livestock shall surrender to FLB upon closing as full payment of the obligation of UX Livestock to FLB in the original principal amount of \$545,000 which is secured by the lien of a deed of trust dated September 14, 1977 by UX Livestock, as trustor, to FLB, as trustee, in favor of FLB, as beneficiary, encumbering the Property, recorded October 12, 1977, in Book 256, Page 104, of the Official Records of Elko County, Nevada, and (b) to release the lien of such deed of trust through escrow.

5. Lease. UX Livestock and AFT/TNC shall enter into an agricultural and ranching lease in the form attached to this Agreement as Exhibit C as of the Closing Date, which lease shall require UX Livestock, among other obligations, to maintain sufficient agricultural use of the Property to prevent the triggering of any rollback taxes based on agricultural use assessment of the Property.

6. Option to Repurchase. AFT/TNC agrees that the Property shall be subject to an option granted to UX Livestock to repurchase the Property, in the form of Exhibit D to this Agreement.

7. Taxes. UX Livestock agrees that all taxes, assessments and encumbrances that will be a lien against the Property at closing, including all deferred taxes, whether or not a lien, and any other charges that could be imposed on the Property in the future by recapture or otherwise as a result of any classification of the Property for assessment purposes existing prior to closing, including without limitation any compensating tax, additional tax, deferred timber tax, open space tax, interest, and penalties, whether or not those charges would constitute a lien against the Property at settlement, but not including any deferred ad valorem taxes resulting from the application for Agricultural Use Assessment described in Exception No. 3 to the Title Report which may be a lien but not due and payable, shall be satisfied of record by UX Livestock at or before closing. If UX Livestock shall fail to do so, AFT/TNC may pay any such tax, assessment, encumbrance, or other charge and deduct an amount equal to any such payment from the purchase price of the Property. Taxes payable during the year in which

closing shall occur shall be prorated as of closing. It is agreed that AFT/TNC shall make application to the applicable governmental authority for agricultural use assessment as new owner of the Property, and UX Livestock shall be obligated to maintain the agricultural use of the Property pursuant to such application; AFT/TNC shall not otherwise be obligated to take or refrain from taking any other actions that would continue to defer, or preclude, the imposition of any of the above-referred-to charges on the Property. UX Livestock agrees to indemnify and defend and hold AFT/TNC harmless from all liability, claims, demands and expense arising from any such charges on the Property, and that this indemnity, and the right of offset provided above, shall survive closing.

8. Risk of Loss. All risk of loss or damage to the Property prior to closing shall pass from UX Livestock to AFT/TNC at closing. In the event that such loss or damage occurs, AFT/TNC may refuse, without liability, to accept the conveyance of title, in which event all payments made by AFT/TNC, and all interest accrued thereon, shall be refunded; or it alternatively may elect to accept the conveyance of title to the Property, or a portion thereof, in which case there shall be an equitable adjustment of the purchase price based on the change in circumstance. UX Livestock shall deliver right to possession of the Property to AFT/TNC at closing, subject to UX Livestock's right to possession pursuant to the lease referred to in Paragraph 5 above.

9. Costs and Fees. All escrow fees, the premium for the title insurance policy described above and any transfer taxes and documentary fees shall be paid by AFT/TNC. UX Livestock shall pay all recordation costs. All other closing costs shall be borne

by the parties in accordance with custom in the county in which the Property is located.

10. Right of Entry. AFT/TNC may enter upon the Property at reasonable times for surveying and other reasonable purposes related to this transaction.

11. Preservation of Property. UX Livestock agrees that the Property shall remain as it now is until closing, and that UX Livestock shall prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect AFT/TNC's intended use of the Property as a nature preserve and for ranching and agricultural purposes or similar use. In the event of such actions, AFT/TNC may, without liability, refuse to accept the conveyance of title, in which event all payments made by AFT/TNC, and all interest accrued thereon, shall be refunded, or AFT/TNC alternatively may elect to accept conveyance of title to the Property or a portion thereof, in which case there shall be an equitable adjustment of the purchase price based on the change in circumstances.

12. Broker's Commission. UX Livestock and AFT/TNC each represents to the other that it has not contracted with any broker or finder with regard to this transaction, and agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

13. Affidavit. UX Livestock shall furnish AFT/TNC at or prior to closing with a duly executed nonforeign affidavit in the form attached to this Agreement as Exhibit E; UX Livestock declares and represents that it is not a "foreign person" for purposes of withholding of federal tax as described in such affidavit.

14. Successors and Assigns. The terms and conditions of this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of UX Livestock and AFT/TNC.

15. Exhibits. The following exhibits are attached to and hereby incorporated in this Agreement: Exhibits A, B, C, D, and E and F.

16. Miscellaneous. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to AFT/TNC and to vest in each party all

rights, interests and benefits intended to be conferred by this Agreement if the Option is exercised in accordance with this Agreement. Upon closing, UX Livestock and AFT/TNC shall duly execute and record in the Official Records of Elko County, Nevada, a Memorandum in the form attached to this Agreement as Exhibit F. This Agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, UX Livestock and AFT/TNC have executed this Agreement as of the date first stated above.

AFT/TNC:

UX LIVESTOCK:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

UX LIVESTOCK CO.,
a Nevada corporation

By _____

By _____

Its _____

Its _____

THE AMERICAN FARMLAND TRUST,
a District of Columbia
non-profit corporation

By _____

Its _____

UX RANCH LEASE

THIS UX RANCH LEASE (the "Lease") is made and entered into as of the 15th day of December, 1987, by and between the AMERICAN FARMLAND TRUST, a District of Columbia nonprofit corporation having its principal offices at 1920 N Street, Suite 400, N.W., Washington, DC 20036 (the "Trust"), and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, with its principal office at 1800 North Kent Street, Arlington, Virginia 22209 (the "Conservancy") (the Trust and the Conservancy shall be referred to collectively as "AFT/TNC"), as lessor, and the UX LIVESTOCK CO., a Nevada corporation ("UX Livestock"), as lessee, on the basis of the following facts and circumstances:

A. Contemporaneously with this Lease, AFT\TNC has purchased from UX Livestock, and has granted UX Livestock an option to repurchase subject to a reserved conservation easement, certain real property located in the Ruby Valley, Elko County, State of Nevada, consisting of 3585 acres, more or less, more particularly described in Exhibits A and B contained in the form of Reservation of Conservation Easement attached as Appendix I to this Lease (the "Conservation Easement"). Unless otherwise defined herein, all capitalized terms used in this Lease shall have the meanings ascribed to them in the Conservation Easement.

B. UX Livestock desires to lease the Property for the purpose of grazing cattle and certain other agricultural uses, all as more particularly set forth or included by reference in this Lease.

C. AFT\TNC desires and intends to lease the Property to UX Livestock for such purposes, subject to such conditions and restrictions as are necessary to protect the Property's significant habitat and ecological values, as set forth below.

NOW, THEREFORE, AFT\TNC hereby leases the Property to UX Livestock upon the following terms and conditions:

1. Incorporation of Conservation Easement. All the terms, covenants, provisions, conditions, and recitals (except the third recital regarding repurchase) contained in the Conservation Easement are hereby incorporated in and made a part of this Lease as of the date hereof, and such rights and obligations as are contained in the Conservation Easement are hereby granted to and imposed upon the respective parties to this

Lease, except as modified herein. The dates for completion of the Easement Documentation Report referred to in Section 2 and the Baseline Levels Report referred to in Section 3 of the Conservation Easement shall be one year from the date of this Lease rather than one year from the date of this Conservation Easement.

2. Term. This Lease shall commence on the date of execution of this Lease and, unless sooner terminated under other provisions of this Lease, shall terminate upon (A) the expiration of that certain Option Agreement for the Purchase and Sale of Real Estate of even date herewith between AFT\TNC and UX Livestock (the "Option"), (B) termination of the Option in accordance with its terms, or (C) closing of UX Livestock's purchase of the Property following exercise of the Option, whichever occurs first.

3. Rent. For its use of the Property in accordance with the terms of this Lease, UX Livestock agrees to pay as rental, prior to delinquency, the costs described in Section 4 below. Evidence of payment of taxes, assessments, insurance and water rights adjudication and filing fees shall be given at the time of payment to the Conservancy at its Great Basin Field Office at the address set forth in the Conservation Easement.

4. Costs. All expenses of every nature and character whatsoever applicable to the Property or incurred by UX Livestock in and about the Property, including, but not limited to, all taxes levied on the Property and on UX Livestock's activities under this Lease, all ranching operations, maintenance, repairs, improvements, utility and water charges, assessments and standby charges as well as the cost of worker's compensation insurance required by law and any other employee-related expenses, the cost of all insurance required in Section 11 below, the cost of all water rights adjudication and filing fees, all grazing fees payable on grazing permits applicable to the Property, and all costs incurred by UX Livestock in complying with the terms of this Lease, except the cost of fencing which AFT\TNC constructs, shall be borne and paid for exclusively by UX Livestock. In the event UX Livestock does not deliver evidence of payment of taxes, assessments, insurance and water rights adjudication and filing fees to the Conservancy prior to delinquency as required in Section 3 above, AFT/TNC shall have the right, but not the obligation, to make any or all of such payments directly to the applicable party and to be reimbursed by UX Livestock for such amounts; all such payments made by AFT/TNC shall bear interest at the rate of 12% per annum, or the highest rate allowable by law, whichever is lower, until reimbursed by UX Livestock, and UX

Livestock in addition shall pay all penalties, fees and other costs associated with such late payments.

5. Agricultural Use Assessment. UX Livestock acknowledges that the Property is subject to property tax assessment based on agricultural use pursuant to an Application for Agricultural Use Assessment filed by UX Livestock Co. and recorded November 24, 1975 in Book 222, Page 517 of the Official Records of Elko County, Nevada, in accordance with Nevada Revised Statutes Section 361A, and such other application for agricultural use assessment as AFT\TNC shall make as new owner of the Property. UX Livestock expressly agrees to maintain sufficient agricultural use of the Property at UX Livestock's sole cost and expense, to comply with such applications and to prevent the assessment of any deferred taxes based on a change in use or other assessment of penalties, if any, arising in connection with such applications and to pay upon demand any such taxes, assessments, and penalties arising from UX Livestock's failure to maintain such use.

6. Compliance With Laws. UX Livestock shall comply with all applicable laws and regulations of the State of Nevada, the County of Elko, and any other governmental authority, affecting the Property, at UX Livestock's sole cost and expense. UX Livestock shall timely submit all appropriate decrees, proof of appropriation, cultural maps, and related documents to the State Engineer with regard to the Ruby Valley water rights adjudication, and shall timely fulfill all outstanding obligations, if any, in all cooperative agreements, grazing permits, and related agreements arising in connection with public grazing rights associated with the Property.

7. Assignment. UX Livestock shall not assign, sublease, or otherwise transfer its interests in this Lease, in whole or in part, without prior written consent of AFT\TNC, which may be granted or withheld in AFT\TNC's sole discretion or may be granted upon specified conditions. Any of the foregoing acts without such consent shall be void, and, at the option of AFT\TNC, shall terminate this Lease. No consent by AFT\TNC shall release UX Livestock from any of UX Livestock's obligations hereunder or be deemed to be consent to any subsequent or further assignment, sublease or other transfer. This Lease shall not be assigned, nor shall any interest herein be assignable as to the interest of UX Livestock, by operation of law without the written consent of AFT\TNC. Notwithstanding the foregoing, nothing in this paragraph shall preclude the grazing or pasturing on the Property by UX Livestock of livestock owned by others provided

such grazing and pasturing is in accordance with the requirements of this Lease and the Conservation Easement.

8. Surrender. On the last day of the term of this Lease, or on sooner termination hereunder, UX Livestock shall peaceably and quietly leave and surrender and deliver to Lessor possession of the Property in good repair, order and condition, normal wear and tear as provided in this Lease excepted. No act or conduct of AFT\TNC shall be deemed to constitute an acceptance of the surrender of the Property by UX Livestock prior to the expiration of the term of this Lease, and evidenced by a written acknowledgment of acceptance of surrender by AFT\TNC.

9. Default.

a. Events of Default. The occurrence of any one or more of the following events, or any default of UX Livestock's obligations set forth in the Conservation Easement (collectively, "Events of Default"), shall constitute a breach of this Lease by UX Livestock: (1) if UX Livestock shall fail to pay any rental or any other sum when and as the same becomes due and payable; (2) if UX Livestock shall fail to perform or observe any other covenant or obligation of this Lease to be performed or observed by UX Livestock, and if UX Livestock shall not immediately cease the activity alleged to be in violation or otherwise immediately cure such violation, or, if such violation cannot immediately be cured, shall not commence to cure such violation within 30 days following notice thereof and thereafter diligently pursue curing such violation, or, having so commenced, shall thereafter fail or neglect to prosecute or complete with due diligence and dispatch the curing of such default; or (3) if UX Livestock shall become insolvent or file or have filed against it a proceeding in bankruptcy, or shall abandon the Property, or if this Lease or any estate or interest of UX Livestock hereunder shall be levied upon under any attachment or execution which is not vacated within 10 days.

b. Remedies. Upon the occurrence of any Event of Default, AFT\TNC shall have the right, at its option without any further demand or notice, (i) to terminate this Lease and UX Livestock's right to possession of the Property by giving notice of termination to UX Livestock, or as required by applicable law to bring an action in ejectment in any court having jurisdiction and upon prevailing to terminate this Lease and to evict UX Livestock, or (ii) to continue this Lease in full force and effect with UX Livestock at all times having the right to possession of the Property, and to enforce all of UX Livestock's obligations and AFT\TNC's rights and remedies under this Lease,

including the right to recover rent and other payments as they become due. In either event, AFT\TNC shall have the right to seek any other remedies available at law or in equity or set forth in the Conservation Easement, including without limitation the right to cause or enforce the restoration of the Property to the condition required by this Lease and to recover the costs of such restoration from UX Livestock, and the right to collect money damages for any injury to the Property, taking into account in establishing the amount of such damages the loss of natural, ecological, scientific and aesthetic values. No right or remedy conferred upon or reserved to AFT\TNC shall be exclusive, but shall be cumulative and in addition to every other right or remedy under this Lease or existing at law or in equity by statute or otherwise.

10. Liability. UX Livestock shall bear the full risk of any loss or damage to persons or properties, including loss of or damage to UX Livestock's property and livestock, sustained on the Property, and including all cost, risk and liability arising from UX Livestock's obligations with respect to agricultural use assessment or compliance with laws as set forth in Sections 5 and 6 above and from hazardous or toxic substances used or permitted to be used by UX Livestock on the Property. UX Livestock also agrees to indemnify and defend AFT\TNC against and to hold AFT\TNC harmless from any and all claims, demands, expenses, or liabilities in connection with the foregoing.

11. Insurance. UX Livestock shall maintain throughout the term of this Lease at UX Livestock's cost, from a responsible insurer authorized to do business in the state in which the Property is located, comprehensive general liability insurance in the amount of \$1,000,000 for injury to or the death of persons in any one accident or occurrence, and fire and extended coverage on all buildings and fixtures to the extent of the insurable actual cash value of such property against damage arising out of the maintenance and use of the Property. Such insurance policies shall name AFT\TNC as an additional insured and shall provide that such policies shall not be cancelled or discontinued without 30 days' prior notice to AFT\TNC. Such policy may be carried under a blanket policy of insurance satisfying these requirements. UX Livestock shall provide AFT\TNC with a certificate establishing such insurance in full force and effect within 15 days of the date of this Lease.

12. Condition. AFT\TNC makes no express or implied warranty concerning the safety of the Property or any building or

structure or improvement on the Property for any purpose whatsoever. UX Livestock accepts the Property in the condition it is now in, and acknowledges that UX Livestock was the owner and occupant of the Property immediately preceding the date of this Lease and knows the condition thereof and that no representations or warranties have been made to it with respect to the Property or any part thereof. UX Livestock shall not permit or commit any waste of the Property. UX Livestock shall correct at UX Livestock's sole cost all defects in use of the Property under this Lease within a reasonable time after notice of such defect from Lessor. This Lease is made subject to all valid and existing liens, licenses, leases, exceptions, reservations and other encumbrances affecting the Property.

13. Eminent Domain. If all or any part of the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either AFT\TNC or UX Livestock shall have the right to terminate this Lease as to the balance of the Property by notice to the other within 30 days after such date, provided, however, that a condition to the exercise by lessee of such right to terminate shall be that the portion of the Property taken shall be of such extent and nature as substantially to handicap, impede or impair UX Livestock's use of the balance of the Property for UX Livestock's purposes. In the event of any taking, AFT\TNC shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and UX Livestock shall have no claim against AFT\TNC for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Property which does not result in a termination of this Lease, the monthly rental thereafter to be paid shall be equitably reduced.

14. Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the Property and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding the foregoing if any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or prior to its ground lease, and shall give notice thereof to UX Livestock, this Lease shall be deemed prior to such mortgage, deed of trust, or prior to its ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof. In

the event any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, UX Livestock shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure; in the event any ground lease to which this Lease is subordinate is terminated, UX Livestock shall attorn to the ground lessor. UX Livestock agrees to execute any documents required to effectuate such subordination, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence such attornment.

15. Counterparts. This Lease may be executed in one or more duplicate counterparts, and all so executed shall constitute one Lease, binding on all the parties hereto.

IN WITNESS WHEREOF, AFT\TNC and UX Livestock have entered into this Lease as of the date first written above.

AFT/TNC:
The Trust:

AMERICAN FARMLAND TRUST,
a District of Columbia
nonprofit corporation

By _____

Its _____

By _____

Its _____

The Conservancy:

THE NATURE CONSERVANCY,
a District of Columbia
nonprofit corporation

By _____

Its _____

By _____

Its _____

UX LIVESTOCK:

UX LIVESTOCK CO.,
a Nevada corporation

By _____

Its _____

By _____

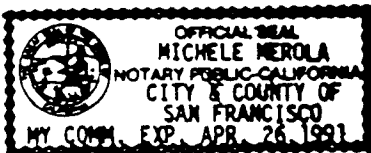
Its _____

STATE OF CALIFORNIA)
) ss.
County of San Francisco)

On this 11th day of December, 1987, before me, Michele Merola, a Notary Public in and for the State of California, personally appeared Ralph E. Grossi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of the American Farmland Trust, a District of Columbia nonprofit corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Notarial Seal)



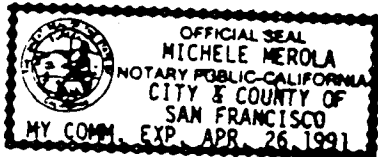
My commission expires _____

STATE OF CALIFORNIA)
) ss.
County of San Francisco)

On this 11th day of December, 1987, before me, Michele Merola, a Notary Public in and for the State of California, personally appeared Laurel Mayer and Donald J. Duprey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the Vice President and the Assistant Secretary of The Nature Conservancy, a District of Columbia nonprofit corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Notarial Seal)



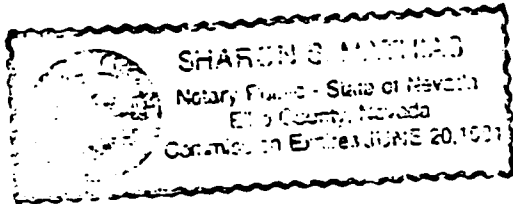
My commission expires _____

STATE OF NEVADA)
) ss.
County of ELKO)

The foregoing instrument was acknowledged before me this
_____ day of _____, 198, by _____ and
_____, the _____ and
_____ respectively, of UX Livestock Co., a
Nevada corporation.

My notarial commission expires _____.

Witness my hand and official seal.



Notary Public

EXHIBIT D

OPTION TO REPURCHASE
(Ruby Valley -- UX Ranch)

THIS OPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 1987, by and between THE AMERICAN FARMLAND TRUST, a District of Columbia non-profit corporation (the "Trust") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation (the "Conservancy") (the Conservancy and the Trust shall be referred to collectively as "AFT/TNC"), as optionor, and the UX LIVESTOCK CO., a Nevada corporation, ("UX Livestock"), as optionee.

In consideration of the sum of \$100.00 paid by UX Livestock to AFT/TNC, receipt of which is hereby acknowledged, and of the conveyance of the Property, defined below, from UX Livestock to AFT/TNC pursuant to that certain Agreement for the Purchase and Sale of Real Estate of even date herewith by and between, AFT/TNC, as buyer thereunder, and UX Livestock, as seller thereunder, and of the mutual covenants contained in this Agreement, AFT/TNC hereby grants to UX Livestock the exclusive right and option (the "Option") to repurchase all that certain real property, including without limitation the land and all buildings, improvements and fixtures thereon, all mineral, oil, gas, geothermal, water, grazing and other surface and subsurface rights, leases, permits, hereditaments, easements, incidents and appurtenances belonging thereto, located in the County of Elko, State of Nevada, commonly known as the UX Ranch and consisting of 3,584 acres, more or less, more particularly described in Exhibit A to this Agreement, and including, without limitation, all rights, permits, cooperative agreements and privileges associated

with any grazing permits issued to AFT/TNC by the United States Bureau of Land Management or the United States Forest Service to the extent allowable by the applicable agencies, subject to the Conservation Easement attached as Exhibit B to this Agreement, but reserving unto AFT/TNC all its undivided 23% interest in and to that certain Application No. 49159 filed June 19, 1985 with the Nevada State Engineer seeking 62,720 acre feet of water for recreational purposes within Franklin Lake (collectively, the "Property"), on all of the terms and conditions set forth below. AFT/TNC also agrees to assign to UX Livestock, upon due execution of the Option and the closing of UX Livestock's repurchase of the Property pursuant to this Agreement, all its right, title and interest as lessor in and to all oil, gas and mineral leases affecting the Property.

TERMS AND CONDITIONS

1. Option Period. The Option shall remain in effect until and through midnight, November 30, 1991. If UX Livestock fails to exercise the Option on or before such date, this Option shall terminate as of such date and on such date UX Livestock shall execute and deliver to AFT/TNC a quitclaim deed of the Property in a form suitable for recording.

2. Exercise of Option. The Option may be exercised by UX Livestock by written notice of such exercise to AFT/TNC in the manner set forth in paragraph 15 below.

3. Purchase Price. The total purchase price for the Property, including the consideration paid for this Option, shall be the sum of (1) the applicable base purchase price amount set

forth below, plus (2) the Resale Consideration, as defined in subsection 3(B) below.

(A) Base Purchase Price. The base purchase price shall be determined as follows:

(i) If the Option is duly exercised between the date of this Agreement and November 30, 1988, the base purchase price shall be Three Hundred Five Thousand Dollars (\$305,000).

(ii) If the Option is duly exercised between December 1, 1988, and November 30, 1989, the base purchase price shall be Three Hundred Ten Thousand Dollars (\$310,000).

(iii) If the Option is duly exercised between December 1, 1989, and November 30, 1990, the base purchase price shall be Three Hundred Fifteen Thousand Dollars (\$315,000).

(iv) If the Option is duly exercised between December 1, 1990, and November 30, 1991, the base purchase price shall be Three Hundred Twenty Thousand Dollars (\$320,000).

In all events, the base purchase price shall be paid in cash or immediately available funds at closing.

B. Resale Consideration. In the event that UX Livestock exercises the Option and purchases the Property, and on or before November 30, 1994, sells, assigns, or otherwise transfers, or agrees to transfer ("transfer") its interest in the Property, or any part thereof, or if UX Livestock transfers any interest in UX Livestock on or before such date, directly or

indirectly, either voluntarily or by operation of law, or agrees to do so, then UX Livestock immediately shall pay to AFT/TNC in cash, as part of the consideration for UX Livestock's purchase of the Property, which sum shall constitute a lien on the Property until paid in full, the following sum (the "Resale Consideration"):

(i) If such transfer occurs between the date of this Agreement and November 30, 1991 the Resale Consideration shall be one-half of the total consideration for the transfer over \$500,000; and

(ii) If such transfer occurs between December 1, 1991, and November 30, 1994, the Resale Consideration shall be one-half of the total consideration for the transfer over \$600,000.

Such lien shall be evidenced by a deed of trust, in form reasonably satisfactory to the parties on the standard printed form of First American Title Company of Nevada, by UX Livestock to AFT/TNC, encumbering the Property, securing performance of UX Livestock's obligation to pay AFT/TNC the Resale Consideration, if any, set forth above. The delivery of such deed of trust to AFT/TNC shall be a condition precedent to AFT/TNC's obligation to convey the Property to UX Livestock upon exercise of the Option. AFT/TNC agrees to release the lien of and to reconvey such deed of trust (1) upon payment to AFT/TNC of the Resale Consideration, if a transfer giving rise to Resale Consideration has occurred, or (2) on December 1, 1994, if no transfer giving rise to Resale Consideration has occurred.

4. Closing Date. Closing shall be held through an escrow established with the office of First American Title Company of Nevada, 518 Idaho Street, P.O. Box 308, Elko, Nevada 89801, (702)738-7101), or such other title company upon which AFT/TNC and UX Livestock shall mutually agree (the "Title Company"), on the first business day which is 60 days following the date of UX Livestock's exercise of the Option (the "Closing Date"), or as soon thereafter as AFT/TNC shall have fully performed hereunder. UX Livestock shall obtain a preliminary title report issued by the Title Company, pursuant to which the Title Company is prepared, upon execution and delivery of the deed, to issue to UX Livestock a standard coverage owner's policy of title insurance in the amount of the total purchase price, which policy shall be paid for by UX Livestock. AFT/TNC shall submit a copy of the proposed deed to UX Livestock, at least 15 days before the Closing Date. The title policy may contain the standard printed exceptions and reservations.

5. Title. At closing, AFT/TNC shall execute and deliver a good and sufficient grant, bargain and sale deed, conveying good, insurable and marketable title to the Property to UX Livestock in fee simple free and clear of all liens, encumbrances and other exceptions, except the lien of real property taxes applicable to the period following the Closing Date and such liens, encumbrances, claims, easements, restrictions and other exceptions as shall have existed upon AFT/TNC's original acquisition of the Property from UX Livestock and any other exceptions which may have arisen in connection with UX Livestock's use or occupancy of the Property during the period of AFT/TNC's ownership, and except for the lien of the Conservation Easement referred to in Paragraph 6 below, together

with such access and all other right, title and interest in the Property as AFT/TNC shall have acquired from UX Livestock.

6. Conservation Easement. AFT/TNC's conveyance of the Property to UX Livestock shall be subject to a recorded reservation to AFT/TNC of a conservation easement in the form attached to this Agreement as Exhibit B (the "Conservation Easement").

7. Lease. In the event that UX Livestock fails to duly exercise the Option on or before November 30, 1991, or in the event that the Option is duly exercised but the transaction fails to close in accordance with the terms and conditions of this Agreement, then the agricultural and ranching lease by and between UX Livestock and AFT/TNC of even date herewith (the "Lease") shall terminate and be of no further force and effect, and UX Livestock agrees to quit the Property immediately without further notice and to execute a quitclaim deed or such other instruments as AFT/TNC may reasonably request terminating all rights to use and occupancy under the Lease and otherwise in the Property.

8. Risk of Loss. All risk of loss or damage to the Property shall pass from AFT/TNC to UX Livestock at closing. In the event that any material loss or damage occurs prior to closing, UX Livestock may refuse, without liability, to accept the conveyance of title, in which event all payments made by UX Livestock, and all interest accrued thereon, shall be refunded. AFT/TNC shall deliver right to possession of the Property to UX Livestock at closing.

9. Costs, Fees and Taxes. All escrow fees, the premium for the title insurance policy described above and any transfer taxes and documentary fees shall be paid by UX Livestock. AFT/TNC shall pay all recordation costs. All other closing costs shall be borne by the parties in accordance with custom in the county in which the Property is located. All regular real property taxes and assessments, but not including any deferred ad valorem taxes resulting from agricultural use assessment, payable in the year in which closing occurs shall be prorated as of the date of closing.

10. Right of Entry. UX Livestock may enter upon the Property at reasonable times for surveying and other reasonable purposes related to this transaction.

11. Broker's Commission. AFT/TNC and UX Livestock each represents to the other that it has not contracted with any broker or finder with regard to this transaction, and agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

12. Affidavit. AFT/TNC shall furnish UX Livestock at or prior to closing with a duly executed nonforeign affidavit in the form attached to this Agreement as Exhibit C; AFT/TNC declares and represents that it is not a "foreign person" for purposes of withholding of federal tax as described in such affidavit.

13. Successors and Assigns. UX Livestock may not assign the Option or any interest therein to any party other than stockholders of UX Livestock without the prior written consent of AFT/TNC, which consent may be granted or withheld in AFT/TNC's sole discretion, and any such attempted assignment shall be void. Subject to the foregoing, the terms and conditions of this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of AFT/TNC and UX Livestock.

14. Exhibits. The following exhibits are attached to and hereby incorporated in this Agreement: Exhibits A, B, and C.

15. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and given by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery, and addressed as follows:

To AFT/TNC: The Nature Conservancy
 Great Basin Field Office
 Pioneer Station
 P.O. Box 11486
 551 E. South Temple
 Salt Lake City, Utah 84147-0486

with a copy to:
The Nature Conservancy
785 Market Street, 3rd Floor
San Francisco, California 94103

Attn: Western Regional Counsel

and to

The American Farmland Trust
1920 N Street, N.W.
Washington, D.C. 20036
Attn: General Counsel

To UX Livestock: UX Livestock Co.
 Ruby Valley, Nevada 89833
 Attn: Mrs. Eloise McQueary

or to such other addresses as the parties shall designate to the others in writing from time to time. Such notices shall be deemed to have been given upon or upon the date shown postmarked on the envelope in which such notice is sent, or upon receipt if by personal delivery.

16. Miscellaneous. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain

in effect. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to UX Livestock and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement if the Option is exercised in accordance with this Agreement. This Agreement shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, AFT/TNC and UX Livestock have executed this Agreement as of the date first stated above.

AFT/TNC:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

By _____

Its _____

UX LIVESTOCK:

UX LIVESTOCK CO.,
a Nevada corporation

By _____

Its _____

THE AMERICAN FARMLAND TRUST,
a District of Columbia
non-profit corporation

By _____

Its _____

**APPENDIX C:
SAMPLE SALE/SALE-BACK AGREEMENT WITH RESTRICTIONS**

Description of transaction between American Farmland Trust (AFT), The Nature Conservancy (TNC) and UX Livestock Company.

The UX Ranch Livestock Company sold their farm to American Farmland Trust and The Nature Conservancy collectively with a provision that AFT/TNC would lease the property back to them until they could buy back the ranch. In 1995, AFT/TNC placed a conservation easement on the property and the UX Livestock Company was able to purchase the ranch.

These documents represent legal agreement for the sale of the ranch with a conservation easement from AFT and TNC to UX Ranch Livestock Company.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

Nevada - UX Ranch
(Sale of 3585 acre parcel to McQuearys)

THIS AGREEMENT (the "Agreement") is entered into this 21st day of February, 1995, by and between NEIL McQUEARY and his wife, KRISTIN A. McQUEARY, whose address is HC 60-675, Ruby Valley, NV 89833 (the "Buyer") and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, whose address is 1815 North Lynn Street, Arlington, VA 22209 (the "Conservancy"), and THE AMERICAN FARMLAND TRUST, a District of Columbia non-profit corporation, whose address is 1920 N Street N.W., Suite 400, Washington, D.C. 20036 (the "Trust"). The Conservancy and the Trust are collectively referred to as the "Seller". The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A - Description of Property
- Exhibit B - Grant, Bargain and Sale Deed form
- Exhibit C - Form of Reservation of Conservation Easement
- Exhibit D - Form of Assignment of Oil and Gas Lease
(Filon Exploration Corporation)
- Exhibit E - Form of Assignment of Oil and Gas Lease
(Louisiana Land & Exploration Company)

TERMS AND CONDITIONS

1. Property. The Seller hereby agrees to sell, and the Buyer agrees to purchase, all that certain real property, including without limitation the land and all buildings, improvements and fixtures thereon, all mineral, water, grazing and other surface and subsurface rights, permits, hereditaments, easements, incidents and appurtenances belonging thereto, located in Elko County, Nevada, consisting of 3585 acres, more or less, more particularly described in Exhibit A to this Agreement (the "Property"), on all of the terms and conditions set forth below.

2. Escrow. Upon mutual execution of this Agreement, the parties shall execute escrow instructions to Stewart Title of Northeastern Nevada (d/b/a Frontier Title Company), or other escrow company satisfactory to both parties ("Escrow Holder") to consummate the purchase. The provisions of this Agreement shall constitute joint instructions to the Escrow Holder; provided, however, that the parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions of this Agreement. Upon opening of the

escrow, the Buyer shall deposit therein the sum of ONE HUNDRED AND NO/100S DOLLARS (\$100.00) as an Earnest Money deposit.

3. Purchase Price. The total purchase price for the Property, including the Earnest Money, shall be TWO HUNDRED FIFTY THOUSAND AND NO/100S DOLLARS (\$250,000.00). The purchase price shall be paid in cash at closing.

4. Closing Date. Closing shall be held at the office of an escrow company satisfactory to the parties on or before March 3, 1995 (the "Closing Date"). Upon execution of this Agreement, the Seller shall provide to the Buyer a preliminary title report issued by Stewart Title of Northeastern Nevada for the Property, pursuant to which such title company is prepared to issue to the Buyer a standard coverage owner's policy (CLTA) of title insurance in the amount of the total purchase price, which policy shall be paid for by the Buyer. The Seller will prepare, subject to approval by Buyer's counsel, the conveying Grant, Bargain and Sale Deed, a form of which is attached hereto as Exhibit B.

5. Period to Satisfy Conditions Precedent. The Seller shall have until and through midnight on February 24, 1995 (the "Waiver Deadline") on which to notify the Buyer that the conditions precedent to the Seller's sale of the Property, have been fulfilled.

6. Waiver of Conditions Precedent. The Seller shall waive the conditions precedent by written notice to Buyer at the address listed above, by certified mail, postage prepaid. Such notice shall be deemed to have been given upon the date shown postmarked on the envelope in which such notice is sent.

7. Title. At closing, the Seller shall execute and deliver a good and sufficient Grant, Bargain and Sale deed (Exhibit B), conveying good, insurable and marketable title to the Property to the Buyer and its assigns, in fee simple free and clear of all monetary liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as appear on that certain Preliminary Title Report No. 94010027, dated October 19, 1994, issued by Stewart Title of Northeastern Nevada, and subject to a reserved conservation easement in the form of the attached Exhibit C. At closing the Seller shall also execute and deliver to the Buyer an Assignment of Oil and Gas Lease (Filon Exploration Corporation), and an Assignment of Oil and Gas Lease (Louisiana Land & Exploration Company) in the form of the attached Exhibits D and E.

8. BLM Grazing Permit. As part of this transaction the Seller agrees to fully cooperate in the transfer of its BLM Grazing Permit or Permits to the Buyer. The parties agree that:

A. At or before closing all necessary BLM forms will be completed to officially transfer the grazing permit or permits as required to accomplish the intent of this Agreement.

B. Buyer and Seller will fully cooperate with each other and with the BLM in the preparation and completion of any and all documents, even if such is required after the date of closing.

9. Conditions Precedent to the Seller's Obligations. The Seller's obligation to sell the Property as provided herein shall be subject to satisfaction of the following conditions:

A. The Board of Governors of the Conservancy shall have approved this transaction in its sole discretion.

B. The Board of Governors of the Trust shall have approved this transaction in its sole discretion.

The foregoing conditions are for the sole benefit of the Seller. If any of those conditions are not satisfied or waived by the Seller, in its sole discretion, on or before the Waiver Deadline, or if Buyer is not in full compliance with this Agreement at the time of closing, then the Seller may, at its sole election, terminate this Agreement upon written notice thereof to Buyer, and return the earnest money deposit, without any further liability to either party.

10. Taxes. The Seller agrees that all taxes, assessments and encumbrances that are a lien against the Property at closing shall be satisfied of record by the Seller at or before closing.

11. Costs and Fees. Escrow fees shall be paid equally by the parties. The premium for the title insurance policy described above shall be paid by the Buyer and any transfer taxes and documentary fees shall be paid by the Seller. Recordation costs shall be paid by the Buyer. All other closing costs shall be borne by the Buyer. Each party shall be responsible for payment of any attorneys', consultants, or other professional fees incurred by said party.

12. Right of Entry. The Buyer may enter upon the Property at reasonable times for surveying, inspection and other

reasonable purposes related to this transaction.

13. Broker's Commission. The Seller and the Buyer each represents to the other that it has not contracted with any broker or finder with regard to this transaction, and agrees to indemnify and defend the other and hold the other harmless from and against all liability, claims, demands, damages and costs of any kind arising from or connected with any broker's or finder's type of fee, commission or charges claimed to be due any person arising from such party's conduct with respect to this transaction.

14. Binding Upon Successors; Assignment. The Buyer may not assign its interest in this Agreement, or in any of the documents described herein, to any party, without the Seller's consent, which the Seller may withhold in its discretion. The terms and conditions of this Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of Buyer.

15. Notices. Except as expressly set forth above, any notices, demands or other communications required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such notices shall be addressed as follows:

TO THE CONSERVANCY:
The Nature Conservancy
Nevada Field Office
1771 E. Flamingo, Suite 111B
Las Vegas, NV 89119
Attn: Steve Hobbs

The Nature Conservancy
Western Regional Office
2060 Broadway, Suite 230
Boulder, Colorado 80302
Attn: Regional Counsel

TO THE TRUST:

At the address listed above
Attn: Dennis Bidwell

THE BUYER:

At the address listed above

Notice of change of address shall be effective only when done in accordance with this Paragraph. All notices complying with this Paragraph shall be effective only upon delivery.

16. Lease Remains in Effect. The month-to-month lease between the Seller and U X Livestock Co. shall remain in effect until Closing at which time it will terminate. Buyer has obtained the Waiver, Relinquishment and Termination of the U X Livestock Co. to such termination and to waiver of any rights it may have had to acquire the Property being purchased by the Buyer.

17. Miscellaneous.

A. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

B. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

C. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto.

D. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

E. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect.

F. Each party shall execute and deliver or cause to be executed and delivered all instruments reasonably required to convey the Property to the Buyer and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

G. This Agreement shall be governed by the laws of Nevada.

H. In the event of a dispute the prevailing party shall be entitled to payment of its reasonable attorneys fees and costs in negotiating, resolving, arbitrating, or litigating the dispute.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement on the dates listed below their respective signatures.

THE CONSERVANCY:

THE NATURE CONSERVANCY,
a District of Columbia
non-profit corporation

By _____

Date: February 21, 1995

BUYER:

Date: 2-28-95

Date: 2-27-95

THE TRUST:

THE AMERICAN FARMLAND TRUST,
a District of Columbia
non-profit corporation

By _____

Date: _____

Exhibit A
Description of Property

LEGAL DESCRIPTION

The legal description of the Property is as set forth in the Preliminary Title Report No. 94010027, Stewart Title of Northeastern Nevada, dated October 19, 1994.

EXHIBIT A

LEGAL DESCRIPTION:

The land referred to herein is situated in the State of Nevada County of Elko, described as follows:

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

Section 35: E1/2NE1/4 and SE1/4;

Section 36: S1/2SW1/4;

TOWNSHIP 29 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 6: Lots III, IV and V (sometimes described as Lots 3, 4 and 5)

PARCEL 2:

TOWNSHIP 29 NORTH, RANGE 58 EAST, M.D.B.&M.

That portion of Section 1, North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties of that certain Deed Dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of J.F. Short, deceased, more particularly described as follows:

Beginning at Corner No. 1, which is the corner common to Sections 1 and 2, Township 29 North, Range 58 East, and Sections 35 and 36, Township 30 North, Range 58 East, running thence South 38°53' East, 1,211.00 feet to Corner No. 2;

THENCE South 60°33' East, 1,231.00 feet to Corner No. 3;

THENCE South 74°39' East, 416.63 feet to Corner No. 4;

THENCE South 38°02' East, 993.12 feet to Corner No. 5;

THENCE South 89°15' East, 509.55 feet to Corner No. 6;

THENCE South 0°38' West, 212.39 feet to Corner No. 7;

THENCE South 54°18' East, 2,316.90 feet to Corner No. 8; a point on the East line of Section 1;

THENCE North 0°39' East, 3,967.72 feet to Corner No. 9; the Northeast corner of Section 1:

THENCE North 89°31' West, 5,280.00 feet along the North boundary of Section 1, to Corner No. 1, the place of beginning.

PARCEL 3:

A portion of Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties in that certain Deed dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of Jesse Marion Short, more particularly described as follows:

Beginning at Corner No. 1, whence the closing corner of Section 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, 181.22 feet;

THENCE North 48°45' East, 583.16 feet to Corner No. 2; A.P. 10 of a survey by the General Land Office;

THENCE North 32°30' East, 1,997.82 feet to Corner No. 3, the closing corner of Sections 5 and 8;

THENCE South 89°55' East, 2,585.42 feet to Corner No. 4, the Northeast corner of the NW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 2,633.95 feet to Corner No. 5, the Southeast corner of the SW1/4NE1/4 of Section 8;

THENCE North 89°55' West, 1,324.42 feet to Corner No. 6, the Southwest corner of the SW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 1,428.74 feet to Corner No. 7;

THENCE North 54°18' West, 3,418.91 feet along the above mentioned fence to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM, all coal and other minerals in said land as reserved in the Patent from the United States of America, recorded November 14, 1931, in Book 8, Page 214, Patent Records,

in the Office of the County Recorder of Elko County, Nevada.

PARCEL 4:

TOWNSHIP 30 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 21: E1/2SE1/4; N1/2NE1/4; SE1/4NE1/4;
Section 22: W1/2W1/2; Lot 16 as shown on the plat of said township approved by the Office of U.S. Supervisor of Surveys on March 5, 1926, being the same as Lot I shown on the plat of said township approved by the U.S. Surveyors General Office on March 29, 1870 and described as Lot 1 in Patent issued by State of Nevada dated April 20, 1928 and recorded April 21, 1928 in Book 9 of Patents at Page 497, Elko County, Nevada.
Section 27: Lot 1;
Section 28: Lots 1, 2, 3, 4 and 5;
Section 32: Lot 4;
Section 33: Lot 1;

EXCEPTING THEREFROM, an undivided 50% interest in and to all gas, oil and mineral rights, as reserved in Deed from Robert P. Connolly, et ux, recorded July 6, 1962, in Book 26, Page 424, Official Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

Section 26: Lots 6 and 7;
Section 35: Lots 1 and 6;

EXCEPTING THEREFROM, all the minerals in said land as reserved in the patent from the United States of America, recorded November 1, 1963, in Book 40, Page 611, Official Records, in the Office of the County Recorder of Elko County, Nevada.

PARCEL 6:

All that portion of the unsurveyed West half of Franklin Lake lying between the West boundary of said lake and the centerline and Partition Line B and North of the following described line being a fence now in place;

Commencing at Angle Point #12, a point in the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 1,878.36 feet to Corner No. 1, the point of beginning,

THENCE North 10°11' West, a distance of 1,082.72 feet to Corner No. 2;

THENCE North 60°22' East, a distance of 608.48 feet to Corner No. 3;

THENCE North 22°43' East, a distance of 3,498.50 feet to Corner No. 4;

THENCE North 34°23' West, a distance of 1,578.75 feet to Corner No. 5;

THENCE North 71°01' West, a distance of 1,964.03 feet to Corner No. 6, the point of ending and being a point on the West meander line of said Franklin Lake.

PARCEL 7:

All that portion of the unsurveyed West half of Franklin Lake bounded on the West by the meander line of said lake, on the East by the centerline of the lake, on the North by Line "A" as hereinafter described and on the South by Line "B" as hereinafter described, both Line "A" and "B" being along a fence now in place.

Line "A":

Commencing at Angle Point 12, a point on the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 379.31 feet to Corner No. 1, the point of beginning,

THENCE North 1°30' West, a distance of 1,152.00 feet to Corner No. 2:

THENCE North 88°35' West, a distance of 1,634.00 feet to Corner No. 3:

THENCE continuing North 88°35' West, a distance of 156.60 feet to Corner No. 4;

THENCE North 88°13' West, a distance of 1,731.55 feet to Corner No. 5;

THENCE North 89°02' West, a distance of 2,492.72 feet to Corner No. 6:

THENCE North 22°36' East, a distance of 1,455.60 feet to Corner No. 7:

THENCE North 89°07' West, to the West boundary or meander line of Franklin Lake, a distance of 1,285.00 feet to Corner No. 8, the point of ending.

Line "B":

Commencing at Angle Point 9 on the centerline of Franklin Lake as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926;

THENCE North 48°45' East, along said centerline a distance of 3,139.74 feet to Corner No. 1, the point of beginning, from whence said Corner No. 1, the closing corner between Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, a distance of 181.22 feet;

THENCE North 54°18'02" West, along an existing fence a distance of 6,091.83 feet to the West boundary of meander line of said Franklin Lake Corner No. 2 and the point of ending.

Elko County Assessor's Parcel Numbers:

07-040-03-3
07-050-02-4
07-260-01-1
07-270-01-0

When recorded, mail to:

Mail tax statements to:

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made this _____ day of _____, 199__, between THE NATURE CONSERVANCY (the "CONSERVANCY"), a District of Columbia non-profit corporation, and the AMERICAN FARMLAND TRUST (the "TRUST"), a District of Columbia non-profit corporation, collectively the "GRANTOR"; and NEIL McQUEARY and his wife, KRISTIN A. McQUEARY, as joint-tenants with right of survivorship, as "GRANTEE":

W I T N E S S E T H:

That the GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the GRANTEE, and to its successors and assigns, all that certain real property situate in the County of Elko, State of Nevada, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all right, title, and interest in and to the improvements, rights, privileges, royalties, easements, reversions; remainders, rents, issues, and profits which are appurtenant to or obtained from such real property, including without limitation, all water,

water rights, ditches, ditch rights, timber rights, and mineral rights appurtenant to such real property.

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs, wells and all other means for the diversion or use of water appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stockwatering, domestic or any other use, or for the drainage of all or any part of said lands, including, but without limitation thereto, the water adjudicated as appurtenant to the said property or any part thereof by any pertinent decree, including but not limited to the "Matter of the Determination of the relative rights in and to the water of Overland Creek Stream System" by Decree dated July 27, 1925, Fourth Judicial District Court for the State of Nevada, together with all historic uses of Mayhew Creek (aka Mayhugh Creek) and other drainages, certificates of appropriation, applications, proofs, permits and maps relating to such water and water rights which are appurtenant to the above-described real property, or any part thereof, including without limitation:

Certificates	1099, 11502, 11503, 12300, 12543, 13534
Permits	20599, 20600, 20601, 20620, 38880, 39104, 39105
Applications	38877, 38878, 39104, 39105, 44446, 44447, 47358,
Proofs of Appropriation	02521, 02522, 02523, 04878

SUBJECT TO those exceptions to title described in Exhibit B attached hereto, and subject to the Reservation of Conservation Easement in favor of the Grantor which has been duly executed by both the Grantor and the Grantee, and which is being recorded simultaneously with the recording of this deed.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the GRANTEE, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has executed this

conveyance the day and year first above written.

GRANTOR

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By: _____

Title: _____

Print Name: _____

AMERICAN FARMLAND TRUST, a District of Columbia non-profit corporation

By: _____

Title: _____

Print Name: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 1994, personally appeared before me, a Notary Public, _____, a duly authorized officer of The Nature Conservancy, personally known (or proved) to me to be the person whose name is subscribed herein, who acknowledged to me that he executed the foregoing instrument.

NOTARY PUBLIC

DISTRICT
STATE OF COLUMBIA)
) SS.
COUNTY OF _____)

On this 21st day of FEBRUARY, 1994, personally
appeared before me, a Notary Public, _____, a duly
authorized officer of the American Farmland Trust, personally
known (or proved) to me to be the person whose name is subscribed
herein, who acknowledged to me that he executed the foregoing
instrument.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION:

The land referred to herein is situated in the State of Nevada County of Elko, described as follows:

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

Section 35: E1/2NE1/4 and SE1/4;

Section 36: S1/2SW1/4;

TOWNSHIP 29 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 6: Lots III, IV and V (sometimes described as Lots 3, 4 and 5)

PARCEL 2:

TOWNSHIP 29 NORTH, RANGE 58 EAST, M.D.B.&M.

That portion of Section 1, North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties of that certain Deed Dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of J.F. Short, deceased, more particularly described as follows:

Beginning at Corner No. 1, which is the corner common to Sections 1 and 2, Township 29 North, Range 58 East, and Sections 35 and 36, Township 30 North, Range 58 East, running thence South 38°53' East, 1,211.00 feet to Corner No. 2;

THENCE South 60°33' East, 1,231.00 feet to Corner No. 3;

THENCE South 74°39' East, 416.63 feet to Corner No. 4;

THENCE South 38°02' East, 993.12 feet to Corner No. 5;

THENCE South 89°15' East, 509.55 feet to Corner No. 6;

THENCE South 0°38' West, 212.39 feet to Corner No. 7;

THENCE South 54°18' East, 2,316.90 feet to Corner No. 8; a point on the East line of Section 1;

THENCE North 0°39' East, 3,967.72 feet to Corner No. 9; the Northeast corner of Section 1;

THENCE North 89°31' West, 5,280.00 feet along the North boundary of Section 1, to Corner No. 1, the place of beginning.

PARCEL 3:

A portion of Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties in that certain Deed dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of Jesse Marion Short, more particularly described as follows:

Beginning at Corner No. 1, whence the closing corner of Section 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, 181.22 feet;

THENCE North 48°45' East, 583.16 feet to Corner No. 2; A.P. 10 of a survey by the General Land Office;

THENCE North 32°30' East, 1,997.82 feet to Corner No. 3, the closing corner of Sections 5 and 8;

THENCE South 89°55' East, 2,585.42 feet to Corner No. 4, the Northeast corner of the NW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 2,633.95 feet to Corner No. 5, the Southeast corner of the SW1/4NE1/4 of Section 8;

THENCE North 89°55' West, 1,324.42 feet to Corner No. 6, the Southwest corner of the SW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 1,428.74 feet to Corner No. 7;

THENCE North 54°18' West, 3,418.91 feet along the above mentioned fence to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM, all coal and other minerals in said land as reserved in the Patent from the United States of America, recorded November 14, 1931, in Book 8, Page 214, Patent Records,

in the Office of the County Recorder of Elko County, Nevada.

PARCEL 4:

TOWNSHIP 30 NORTH, RANGE 59 EAST, M.D.B.&M.

- Section 21: E1/2SE1/4; N1/2NE1/4; SE1/4NE1/4;
Section 22: W1/2W1/2; Lot 16 as shown on the plat of said township approved by the Office of U.S. Supervisor of Surveys on March 5, 1926, being the same as Lot I shown on the plat of said township approved by the U.S. Surveyors General Office on March 29, 1870 and described as Lot 1 in Patent issued by State of Nevada dated April 20, 1928 and recorded April 21, 1928 in Book 9 of Patents at Page 497, Elko County, Nevada.
Section 27: Lot 1;
Section 28: Lots 1, 2, 3, 4 and 5;
Section 32: Lot 4;
Section 33: Lot 1;

EXCEPTING THEREFROM, an undivided 50% interest in and to all gas, oil and mineral rights, as reserved in Deed from Robert P. Connolly, et ux, recorded July 6, 1962, in Book 26, Page 424, Official Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

- Section 26: Lots 6 and 7;
Section 35: Lots 1 and 6;

EXCEPTING THEREFROM, all the minerals in said land as reserved in the patent from the United States of America, recorded November 1, 1963, in Book 40, Page 611, Official Records, in the Office of the County Recorder of Elko County, Nevada.

PARCEL 6:

All that portion of the unsurveyed West half of Franklin Lake lying between the West boundary of said lake and the centerline and Partition Line B and North of the following described line being a fence now in place;

Commencing at Angle Point #12, a point in the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 1,878.36 feet to Corner No. 1, the point of beginning,

THENCE North 10°11' West, a distance of 1,082.72 feet to Corner No. 2;

THENCE North 60°22' East, a distance of 608.48 feet to Corner No. 3;

THENCE North 22°43' East, a distance of 3,498.50 feet to Corner No. 4;

THENCE North 34°23' West, a distance of 1,578.75 feet to Corner No. 5;

THENCE North 71°01' West, a distance of 1,964.03 feet to Corner No. 6, the point of ending and being a point on the West meander line of said Franklin Lake.

PARCEL 7:

All that portion of the unsurveyed West half of Franklin Lake bounded on the West by the meander line of said lake, on the East by the centerline of the lake, on the North by Line "A" as hereinafter described and on the South by Line "B" as hereinafter described, both Line "A" and "B" being along a fence now in place.

Line "A":

Commencing at Angle Point 12, a point on the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 379.31 feet to Corner No. 1, the point of beginning,

THENCE North 1°30' West, a distance of 1,152.00 feet to Corner No. 2:

THENCE North 88°35' West, a distance of 1,634.00 feet to Corner No. 3:

THENCE continuing North 88°35' West, a distance of 156.60 feet to Corner No. 4;

THENCE North 88°13' West, a distance of 1,731.55 feet to Corner No. 5;

THENCE North 89°02' West, a distance of 2,492.72 feet to Corner No. 6:

THENCE North 22°36' East, a distance of 1,455.60 feet to Corner No. 7:

THENCE North 89°07' West, to the West boundary or meander line of Franklin Lake, a distance of 1,285.00 feet to Corner No. 8, the point of ending.

Line "B":

Commencing at Angle Point 9 on the centerline of Franklin Lake as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926;

THENCE North 48°45' East, along said centerline a distance of 3,139.74 feet to Corner No. 1, the point of beginning, from whence said Corner No. 1, the closing corner between Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, a distance of 181.22 feet;

THENCE North 54°18'02" West, along an existing fence a distance of 6,091.83 feet to the West boundary of meander line of said Franklin Lake Corner No. 2 and the point of ending.

Elko County Assessor's Parcel Numbers:

07-040-03-3

07-050-02-4

07-260-01-1

07-270-01-0

EXHIBIT B

EXCEPTIONS:

1. THE FACT THAT RECORD ACCESS TO AND FROM A REGULARLY DEDICATED ROAD IS NOT REFLECTED IN THE PUBLIC RECORDS OF ELKO COUNTY, NEVADA
2. Taxes for the fiscal year July 1, 1994 to June 30, 1995, including any secured personal property taxes and any special or district assessments collected therewith, and any other assessments levied by City or County authorities, a lien now due and payable,
Total amount : \$2,008.87
1st installment : \$ 502.27 PAID
2nd installment : \$ 502.20 PAID
3rd installment : \$ 502.20
4th installment : \$ 502.20
Assessor Parcel Nos.: 07-040-03-3, 07-050-02-4, 07-260-01-1 and
: 07-270-01-0
3. The lien, if any, of supplemental taxes, assessed pursuant to provisions adopted by the Nevada Legislature, and as disclosed by the Nevada Revised Statutes.
4. The fact that said land was approved for agricultural use assessment for taxation purposes by the Elko County Assessor and lien for any deferred taxes which may be levied against said land by--reason of a change in use of said land for purposes other than agricultural, as evidenced by document Recorded
: August 14, 1991
: in Book 759 Page 503,
: Official Records of Elko County, Nevada.
5. Rights incidental to the ownership and development of the mineral interests excepted from the land described herein.
6. Reservations and exceptions contained in Patents executed by the United States of America and State of Nevada, recorded in the Office of the County Recorder of Elko County, Nevada.
7. An Easement over Parcel 5 for power lines and incidental purposes, in favor of WELLS RURAL ELECTRIC CO., disclosed by Patent recorded November 1, 1963, in Book 40, Page 611, Official Records, Elko County, Nevada.
8. An Oil and Gas Lease, dated January 31, 1977, executed by U X LIVESTOCK CO., as Lessor, and FILON EXPLORATION CORPORATION as

Lessee, for the terms, covenants and conditions therein provided,
Recorded : February 10, 1977
 : in Book 242, Page 575, File No. 103273,
 : Official Records, Elko County, Nevada.
Affects : Parcels 1 through 5
Includes other lands

The present ownership of said leasehold and other matters affecting the interest of the Lessee are not shown in this Report/Policy.

The Lessor's interest under the above lease was assigned of record to THE AMERICAN FARMLAND TRUST, a District of Columbia non-profit corporation, as to an undivided one-third interest, and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, as to an undivided two-thirds interest, by assignment dated December 14, 1987, recorded December 15, 1987, in Book 597, Page 465, File Number 244463, Official Records, Elko County, Nevada.

9. An Oil and Gas Lease, dated March 1, 1978, executed by U X LIVESTOCK CO., a Nevada corporation, as Lessor, and THE LOUISIANA LAND & EXPLORATION COMPANY as Lessee, for the terms, covenants and conditions therein provided,
Recorded : April 10, 1978
 : in Book 264, Page 187, File No. 111063,
 : Official Records, Elko County, Nevada.

The present ownership of said leasehold and other matters affecting the interest of the Lessee are not shown in this Report/Policy.

Rental Division Order dated March 1, 1978, executed by U X LIVESTOCK CO., recorded April 10, 1978, in Book 264, Page 191, File Number 111064, Official Records, Elko County, Nevada.

10. Financing Statement dated NOT SHOWN, executed by LYLE W. McQUEARY, in favor of THE UNITED STATES OF AMERICA, ACTING THROUGH THE FARMERS HOME ADMINISTRATION, filed February 24, 1989, as File No. 11991, and continuation thereof recorded February 4, 1994, in Book 847, Page 222, File No. 349257, Official Records, Elko County, Nevada.
11. Rights and reservations, or exceptions to title in favor of the United States of America, which may exist under the provisions of the Federal Land Policy and Management Act of 1976, Section 315, 43 U.S.C. 1745 (1976), pursuant to which was executed a certain Document of Disclaimer of Interest dated August 27, 1982, and recorded September 7, 1982, in Book 402 of Official Records at Page 157, Elko County, Nevada.

12. A Financing Statement, securing the terms and conditions contained therein,
Executed by : NEIL H. McQUEARY and KRISTIN A. McQUEARY
Secured party : GREAT BASIN BANK OF NEVADA
Recorded : February 14, 1994
: in Book 847, Page 934, as File No. 349666,
: Official Records of Elko County, Nevada.
13. Any right, title, or claim of interest that may arise which asserts a prescriptive or implied dedication to the Public, or adjacent property owners, for recreational purposes or access to that portion of said lands lying within the bounds of FRANKLIN LAKE.

RESERVATION OF CONSERVATION EASEMENT
(Ruby Valley--UX Ranch)

THIS RESERVATION OF CONSERVATION EASEMENT (the "Conservation Easement"), made and entered into 21st day of February, 1995, by and between the AMERICAN FARMLAND TRUST, a District of Columbia nonprofit corporation having its principal offices at 1920 N Street, Suite 400, N.W., Washington, DC 20036 (the "Trust"), as to an undivided one-third interest, and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, with its principal office at 1800 North Kent Street, Arlington, Virginia 22209 (the "Conservancy"), as to an undivided two-thirds interest, as tenants in common, (the Trust and the Conservancy shall be referred to collectively as "AFT/TNC"), and NEIL McQUEARY and his wife, KRISTIN A. McQUEARY, as joint tenants with right of survivorship ("Grantee").

WITNESSETH THAT:

WHEREAS, AFT/TNC is the owner of certain real property in Elko County, Nevada, consisting of 3535 acres, more or less, described in Exhibit A hereto, which for references purposes in this Conservation Easement shall be categorized as (A) the "Ranch Lands", more particularly described in Exhibit B to this Conservation Easement, and (B) the "Wetlands", more particularly described in Exhibit C to this Conservation Easement (the Ranch Lands and the Wetlands shall be referred to collectively as the "Property" and are shown generally on the map attached as Exhibit D to this Conservation Easement); and

WHEREAS, the Property is comprised of open space land essential to its continued use for agricultural production and ranching purposes, and is a part of the Ruby Lake - Franklin Lake ecosystem which is one of the largest remaining unprotected wetland complexes in the Great Basin, possesses significant ecological, scenic and open space values, and provides significant relatively natural habitat for plants and wildlife including, but not limited to, habitat for the relict dace (Relictus solitarius), breeding and migratory habitat for birds on the Pacific flyway and numerous other waterfowl and shore bird species, including the trumpeter swan (Olor buccinator), white-faced ibis (Plegadis chihi), white pelican (Pelecanus erythrorhynchos), greater sandhill crane (Grus canadensis), Peregrine falcons (Falco peregrinus), redhead duck (Aythya americana), as well as important upland game habitat and deer wintering range; and

WHEREAS, AFT/TNC previously purchased the Property from UX Livestock, a Nevada corporation, which has consented to the purchase of the Property by the Grantee from AFT/TNC subject to this reserved Conservation Easement in favor of AFT/TNC; and

WHEREAS, AFT/TNC as owner of the Property owns the affirmative rights to retain and protect in perpetuity the natural, scenic and open-space values of the Property and to assure the availability of the Property in perpetuity for agricultural use, and desires to retain those rights; and

WHEREAS, the State of Nevada has recognized the importance of private efforts to retain and protect the natural, scenic and open-space values of the Property and to assure the availability of the Property for agricultural use, by the enactment of Sections 111.390-.440, Nevada Revised Statutes; and

WHEREAS, the Trust is a nonprofit charitable corporation organized to assure the availability of real property for agricultural use, and the Conservancy is a nonprofit charitable corporation organized to retain and protect natural, scenic and open-space values of real property, and thus each organization is qualified under Section 111.410(2)(b) Nevada Revised Statutes, to acquire and hold conservation easements;

NOW, THEREFORE, in connection with the conveyance of the Property by AFT/TNC to Grantee, made in consideration of the covenants contained herein and other valuable consideration, and based upon the common law, and further pursuant to Sections 111.390-.440, Nevada Revised Statutes, AFT/TNC, with the consent of the Grantee, does hereby reserve unto itself a conservation easement in gross in perpetuity consisting of the rights and restrictions enumerated below, over and across the Property.

1. PURPOSE. It is the purpose of this Conservation Easement to retain and protect in perpetuity the natural, scenic and open-space values of the Property and to assure the availability of the Property in perpetuity for agricultural use, and in particular, without limitation, to protect and preserve the agricultural and ranching activities and the wetland ecosystem and wildlife habitat on the Property and the natural processes which sustain that habitat. In so doing, it is intended that this Conservation Easement shall foster agricultural and ranching practices on the Property in harmony with the protection and preservation of the wetland ecosystem and wildlife habitat and the natural processes which sustain that habitat, all in a manner consistent with the conservation purposes of this Conservation Easement.

2. EASEMENT DOCUMENTATION REPORT. The parties acknowledge that an "Easement Documentation Report" for the Property was approved in writing by AFT/TNC and UX Livestock on December 7, 1988. The parties acknowledge that the Easement Documentation Report is an accurate representation of the biological and physical condition of the Property at the time of this Conservation Easement and shall be attached as an exhibit to and incorporated in this

Conservation Easement. The report shall provide information for future monitoring, enforcement and restoration, and shall be used to establish criteria for any permissible changes in the condition of the Property and in the uses and activities to be carried out on the Property. In the event a controversy arises with respect to the physical condition or permissible uses of the property, the parties may also use any and all other relevant documents, surveys, publications or other information to assist in the resolution of that controversy. Failure to compile the information required hereby or to do so in a timely manner shall not affect the enforceability or validity of any other provisions of this Easement.

3. TERMINOLOGY. Specific rights and restrictions referred to in this Conservation Easement which apply solely to either the Ranch Lands or the Wetlands are so designated. Absent such a specific designation, all rights and restrictions and other terms of this Conservation Easement shall apply to the Property in its entirety.

4. BASELINE LEVELS REPORT.

A. The parties acknowledge that to achieve the purposes of this Conservation Easement a baseline must be established of the level of agricultural and ranching activities to be allowed on the Property which does not exceed the levels of agricultural and ranching activity on the Property during the years 1979 through 1984 and thereby adversely affect the conservation purposes of this Conservation Easement. The parties further acknowledge that the level of agricultural and ranching activity on the Property during the years 1979 through 1984 is the best approximation currently available of an appropriate level of ranching activity assuming no overgrazing or other excessive or destructive use occurred during such time and the conservation purposes herein were adequately protected, subject to review of documentation establishing such level of activity.

B. Therefore, the parties agree that the range of levels of agricultural and ranching activity on the Property during the years 1979 through 1984 which varied because of level of rainfall, snowpack, surface water, forage growth, and other factors relating to carrying capacity in each particular year shall be the "Baseline Levels" of such agricultural and ranching activities allowed under this Conservation Easement. The term "range" as used herein shall mean the appropriate level of activity given the carrying capacity, i.e., during a high growth year a high level of activity shall be allowed, during a low growth year a low level shall be allowed, etc. Grantee shall provide the Conservancy, within four months following the date of this Conservation Easement, with all available documentation of such Baseline Levels. The Conservancy shall review such

documentation and establish the Baseline Levels at AFT/TNC's cost in a "Baseline Levels Report" within one year of the date of this Conservation Easement.

C. At no point prior or subsequent to the establishment of the Baseline Levels shall the Property be overgrazed, overstocked or managed in a manner not consistent with sound ranching practices.

D. In the event that Grantee disputes the Baseline Levels as established in (B) above or the Conservancy's assertion that the Property is overgrazed in violation of (C) above, and such dispute is not resolved within 60 days of Grantee's written notice to the Conservancy of such dispute, then the Baseline Levels or appropriate grazing level shall be determined by the following procedure: Grantee and the Conservancy each shall appoint one consultant with a reputation for being knowledgeable in range management in Nevada to make such determination, and shall notify the other party of such appointment. The two consultants shall then determine the appropriate Baseline Levels or appropriate grazing level, taking into account the optimal level of agricultural and ranching activity consistent with the conservation purposes of this Conservation Easement and the need to preserve the physical and biological condition of the Property as documented in the Easement Documentation Report. If the conclusions of the two consultants do not vary by more than 10%, then the Baseline Levels or appropriate grazing level shall be the average of the two conclusions. If the conclusions vary by more than 10%, then the consultants shall both appoint a third consultant who will make such determination, which third consultant's determination shall be binding as the Baseline Levels or appropriate grazing level, provided that the Baseline Levels or appropriate grazing level shall not be higher or lower than the conclusions of the two previously appointed consultants. The cost of each consultant shall be borne by the party appointing such consultant and the cost of the third consultant shall be shared equally between AFT/TNC and Grantee.

5. AFT/TNC'S RIGHTS. The rights reserved to AFT/TNC by this Conservation Easement include, but are not limited to, the following:

A. The right to protect the natural, scenic and open-space values of the Property and to assure the continued availability of the Property for agricultural and ranching use.

B. The right to identify, to preserve, and to protect in perpetuity, and to enhance by restoration to the range of levels established in the Easement Documentation Report, the wetland ecosystem and the wildlife habitat on the Property and the natural processes that sustain the ecosystem and habitat.

C. The right to enter upon the Property to enforce the rights herein granted, to study and make scientific observations of its natural elements and ecosystems, to use the Property for scientific and educational purposes, and to determine whether Grantee's activities are in compliance with the terms hereof, all in a manner that will not unreasonably interfere with the use being made of the Property consistent with this Conservation Easement at the time of such entry, and together with a right of access for such purposes by means of existing roadways and trails and otherwise on the Property.

D. The right to construct, maintain, and repair at AFT/TNC's cost one range reference area enclosure on the Ranchlands, and up to four range reference area enclosures on the Wetlands, with attendant fences and gates, not to exceed 100 yards in length and 100 feet in width at locations to be determined by AFT/TNC, for purposes of researching vegetational growth and related ecological matters along riparian corridors.

E. To take such actions as AFT/TNC deems necessary or advisable consistent with the remedies set forth in Section 8 below to prevent any activity on, or use of, the Property which is inconsistent with this Conservation Easement, and to enforce the restoration of such areas or features of the Property as may be damaged by such activities.

6. CONSISTENT USES. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement, and these practices shall not be precluded, prevented or limited by this Conservation Easement, except for the requirement of AFT/TNC's prior approval, where provided for herein.

A. (1) On the Ranch Lands: To graze, range, and pasture cattle, horses, and other domestic livestock and carry out all ranching activities within the range of the Baseline Levels.

(2) On the Wetlands: To graze, range and pasture only, cattle, horses and other domestic livestock, provided that (i) no such grazing, ranging or pasturing is carried on during the period from March 1 to May 1 of each year on the Lake Pasture as shown on Exhibit D, attached, and from March 1 to July 1 on the Wetlands excluding the Lake Pasture; (ii) not more than 60% of the average amount measured on a weight basis of the current year's available grassland vegetation exclusive of rushes, tules and burreeds, determined by AFT/TNC annually on a pre-season basis at AFT/TNC's expense, is removed by grazing activity at any time, and (iii) any such grazing, ranging and pasturing is carried out in accordance with prudent range management practices consistent with the conservation purposes of this Conservation

Easement. Any disputes arising under this paragraph shall be resolved in accordance with the dispute resolution procedure established in Paragraph 4(D) above.

B. To plant, grow and harvest, on the Ranch Lands only, and not on the Wetlands, grain and hay crops and forage, subject to the restrictions set forth in Paragraph 7(I) below and otherwise in this Conservation Easement.

C. To maintain and repair existing fences, dwellings and other buildings, corrals, utilities and other improvements on the Property, and, in the event of their destruction, to reconstruct any of such existing improvements with another of similar size, function, capacity, location and material. Grantee may also construct additional fencing and/or modify existing fencing consistent with good agricultural practices, except that Grantee shall not modify but rather shall maintain in good working condition the fence running southwest/northeast demarcating the boundary between the Ranch Lands and the Wetlands as shown on the map attached to this Conservation Easement as Exhibit B. All fencing shall be designed and constructed in a manner that minimizes any adverse effect on the native vegetation, wildlife and habitat on the Property. Normal barbed wire fences consisting of 4 or 5 evenly-spaced wires not exceeding 5 feet in height shall be permitted.

D. To construct and maintain, in that certain 60-acre portion of the Property described as the Northeast quarter of the Northeast quarter of Section 35, and the South half of the Southeast quarter of the Southeast quarter of Section 26, all in Township 30 North, Range 58 East, M.D.B.&M. (the "Headquarters Area"), buildings, utility lines and structures having a primary purpose related to ranching and agricultural use of the Property, as well as no more than 2 additional dwellings to be used for family living by Grantee or by Grantee's ranching employees, so long as the construction and use of such buildings or structures would not alter the Property in such a manner as to defeat or derogate from the conservation purposes of this Conservation Easement.

E. To maintain the currently existing types of use, within the range of Baseline Levels, of the appurtenant and available water resources on the Property, subject to the prohibition set forth in paragraph 7(M) below.

F. To maintain and repair existing roads at currently existing levels of improvement. Except with respect to Federal Aid Secondary Highway No. 579 and the existing county roads which are maintained and under the jurisdiction of Elko County, any expansion or alteration of existing roadways shall be with the prior approval of AFT/TNC.

G. To fish, hike, birdwatch, picnic, and to hunt animals not afforded protection under applicable laws and regulations, and to carry on other passive non-vehicular recreational uses, subject to the restrictions in Section 6 below.

H. To locate two oil and/or gas well sites on the Property, each not to exceed four acres in size, at a specific location and with access by existing roadways to be established with the mutual approval of Grantee and the Conservancy, which approval shall not be unreasonably withheld, and may place and operate one well and one pump or derrick on each well site, provided that (1) no exploratory drilling shall occur, and drilling shall only commence if such drilling has generally been established as productive in the Ruby Valley geological area, (2) the well sites shall be located on dry ground only without any filling or diking, (3) no surface mining shall be conducted, (4) no water shall be used for any mining activity except subsurface water produced by such drilling, and only if there is no pollution of any surface or subsurface water and all wastewater is treated and restored to its original condition, (5) there shall be no surface disposal of sludge or other waste material resulting from such drilling and mining activity in sludge ponds or otherwise, except that during actual drilling sludge may be disposed of temporarily in contained sludge ponds on dry land provided it is cleaned up and removed upon completion of drilling, (6) each well site may be serviced by one pipeline which shall be located within 30 feet of existing roadways and shall be buried, (7) promptly following its use Grantee shall restore any surface area used for such well sites to its original contours and shall not otherwise interfere with the natural revegetation of such area, and (8) any lease by Grantee of its interest in oil, gas, geothermal or other mineral resources shall incorporate these restrictions and provide the lessee's agreement not to carry out any drilling or other activity in violation of these restrictions.

7. PROHIBITED USES. Grantee shall not cause or permit any of the following uses and conditions and other uses and conditions which are inconsistent with the purposes of this Conservation Easement and shall be prohibited upon or within the Property.

A. The change, disturbance, or alteration, of the wildlife habitat or other natural, ecological, wildlife, scenic and open-space features and values within and upon the Property, except as provided herein.

B. The establishment of any commercial or industrial uses other than ranching and farming, except as provided herein.

C. The construction or placement of any utility lines or

towers except stockwatering wind mills not exceeding 25 feet in height, buildings, camping accommodations, mobile homes, house-trailers, permanent tent facilities, quonset huts or similar structures, billboards, signs, or other advertising, fences (on the Wetlands), and/or other structures or improvements, whether temporary or permanent in nature, except as expressly provided herein.

D. The partition, division, subdivision, or de facto subdivision of the Property, except for limited subdivision for agricultural and ranching purposes but only with the prior written consent of AFT/TNC, and provided that the effect of any such subdivision would not in AFT/TNC's opinion be inconsistent with the conservation purposes of this Conservation Easement.

E. (1) On the Wetlands: The use of any all-terrain vehicles, motorcycles, snowmobiles, or any other vehicles off existing roadways and traditionally used trails, and only for non-recreational, ranching purposes.

(2) On the Ranch Lands: The use of any all-terrain vehicles, motorcycles, snowmobiles, except that such vehicles may be used anywhere on the Ranch Lands for non-recreational, ranching purposes.

F. The filling, depositing, excavating, draining, dredging, mining, drilling, removing or exploration for or extraction of oil, gas, hydrocarbons, minerals, soils, sand, gravel, rock or other materials on or within 500 feet of the surface of the Property measured vertically from the surface, and with no drill site located within 100 feet of the Property's boundary, except for the two wells allowed pursuant to Paragraph 6(H) above, and except for the removal of soils, sands, gravel, rock or other similar materials from the Ranch Lands for use upon the Ranch Lands in connection with the ranching operations, provided any such activity does not materially harm the conservation purposes of this Conservation Easement.

G. The dumping or other disposal or storage of non-compostable refuse, trash or other unsightly material, except that agricultural products and by-products and other refuse may be placed or stored at existing dumpsites on the Ranch Lands in the Southwest quarter of the Southeast quarter, and the Southwest quarter of the Northeast quarter, all in Section 35, Township 30 North, Range 58 East, M.D.B.&M., in accordance with applicable health and safety laws and regulations, provided in all events that no hazardous or toxic waste, material, discharge or contamination shall be dumped, disposed of or stored anywhere on the Property, except that biocides permitted under paragraph 6(M) below may be stored on the Property provided that such storage is in compliance with applicable health, safety and environmental

laws and regulations.

H. The removal, cutting, disturbance or destruction of trees, shrubs, or other vegetation other than by grazing, including the taking or harvesting of timber, and the harvesting for firewood, clearing or other purposes of standing dead wood or live wood, without the prior written consent of AFT/TNC, which may be withheld if in AFT/TNC's sole opinion any such removal, cutting, disturbance or destruction would be inconsistent with the conservation purposes of this Conservation Easement, except that Grantee may remove without AFT/TNC's consent trees within the Ranch Lands which are unsafe to humans and/or livestock.

I. The conversion of native vegetation to new exotic cover species, or the introduction of exotic or non-native plant or animal species, beyond that currently present and to the extent now cultivated, without the prior written consent of AFT/TNC.

J. The establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock purchased solely for finishing are grouped together for intensive feeding purposes.

K. The construction of any new roadways or vehicle trails on the Wetlands or the improvement beyond the levels of improvement existing during the years 1979 through 1984 of existing roadways or vehicle trails on the Wetlands.

L. The use of biocides or other agrichemicals, including, but not limited to, herbicides and insecticides, without the prior written consent of AFT/TNC, which may be granted on a one-time basis in the Baseline Levels or otherwise or on a continued basis pursuant to a plan developed by AFT/TNC and Grantee, and provided that AFT/TNC may withhold its consent to any such proposed use if in AFT/TNC's sole discretion any such use would be inconsistent with the conservation purposes of this Conservation Easement; provided, however, that Grantee may use biocides to the minimum extent necessary for the individual treatment of livestock or for compliance with state or local regulations mandating control of noxious weeds, insects or pestilence, but only to the extent that (i) there is no prudent, feasible alternative to such use, and (ii) the method to be used is selective and does not result in a long-lasting residue. The parties acknowledge that these restrictions on biocides and other agrichemicals are made in consideration of the extraordinary sensitivity of the wetland habitat of which the Property is a part and the plants and wildlife such habitat supports.

M. The additional manipulation or alteration of any natural water course, marsh, wetland, streambank, shore, or body of water, or the diminution, degradation, pollution or drainage

of any surface or subsurface waters, or the lowering of any subsurface water tables, on or within the Property, or any diversion of water or sale or other transfer of water rights from the Property for the use or benefit of any property other than the Property, whether within or out of the Ruby Valley drainage basin, or any change in the current points of diversion or places of use of water on the Property, or any storage or impoundments of water on or from the Property, or the installation or use of any pivot sprinklers or any other increase in the level of irrigation above the range of levels of water rights existing as of the date of this Conservation Easement. Nothing in this paragraph is intended to abrogate any existing water rights or to prohibit the acquisition of additional rights.

8. PUBLIC ACCESS. Nothing contained in this Conservation Easement shall be construed to give the public access to any portion of the Property.

9. REMEDIES. In the event that any activity or condition prohibited by this Conservation Easement is caused or permitted by Grantee on the Property, AFT/TNC shall have the right to seek an injunction with respect to such activity, and to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the costs of such restoration shall be borne by Grantee or its successors or assigns. In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs and expenses including attorneys' fees, and if such prevailing party shall recover judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. Nothing contained herein shall be construed to preclude Grantee from contesting any determination by AFT/TNC that the proposed activity to which AFT/TNC has objected is inconsistent with this Conservation Easement. Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of AFT/TNC, and any forbearance on behalf of AFT/TNC to exercise its rights hereunder in the event of any breach hereof by Grantee shall not be deemed or construed to be a waiver of AFT/TNC's rights hereunder in the event of any subsequent breach.

10. NOTICE.

A. Whenever express agreement or consent is required by this Conservation Easement or whenever any notice of violation is given, the initiating party shall give written notice and detailed information to the other party by first class mail. In the case of a proposed activity, the receiving party shall review the proposed activity and notify the initiating party within 30

days of any objections to such activity. Any objections by a party shall be based upon its opinion that the proposed activity is inconsistent with the terms of the Easement. Permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature. In the case of a notice of violation, the receiving party shall immediately cease the activity alleged to be in violation of this Conservation Easement and, if such violation cannot immediately be cured, shall commence to cure such violation within 30 days and thereafter diligently pursue curing such violation.

B. Any written notice called for in this Conservation Easement shall be sent by hand delivery or by first class mail addressed as follows:

To AFT/TNC:

The Trust: American Farmland Trust
1920 N Street, N.W., Suite 400
Washington, D.C. 20036
Attention: General Counsel

The Conservancy: The Nature Conservancy
Nevada Field Office
1771 E. Flamingo
Ste. 111 B
Las Vegas, NV 89119

with a copy to: The Nature Conservancy
Attn: Western Regional Attorney
2060 Broadway, Ste. 230
Boulder, CO 80302

To Grantee: Neil and Kristin McQueary

or to such other address of which a party may inform the other party from time to time. The notice shall be deemed to be received on the fourth business day after mailing such notice.

11. COSTS. Grantee agrees to bear all costs of operation, upkeep, and maintenance of the Property, except fencing which AFT/TNC constructs, and to pay all taxes associated with the Property, including any taxes assessed upon this Conservation Easement, and does hereby indemnify AFT/TNC from all such costs and taxes.

12. ASSIGNMENT. AFT/TNC may assign its interest in this Conservation Easement, without the prior consent of Grantee, to any person or entity. Grantee may convey the Property to any

party provided that any such transferee expressly acknowledges in writing that the conveyance is subject to this Conservation Easement and expressly agrees in writing to uphold the conservation purposes of this Conservation Easement and to abide by its terms and conditions.

13. BINDING COVENANT. The terms, covenants, conditions and restrictions contained in this Conservation Easement shall burden and shall run with the Property in perpetuity and shall bind Grantee, its heirs, devisees, personal representatives, successors and assigns forever, and shall benefit in perpetuity AFT/TNC, its successors and assigns. Nothing in this Conservation Easement shall create any duties, responsibilities or obligations of Grantee, beyond those incurred during any period of ownership of Grantee.

14. INDEMNITY. Grantee further agrees to hold AFT/TNC harmless against, and to indemnify it for, any liability resulting from injury to persons or damage to property arising out of any act or omission with respect to the use of the Property, lawful or otherwise, by any person, except for injury or damage proximately caused by the negligent acts of the AFT/TNC or its agents.

15. CY PRES. If, at any time, it becomes impossible for TNC/AFT to assure compliance with the terms or covenants of this Easement, or if the Trust and the Conservancy shall cease to exist as an entity described in Section 170 of the Internal Revenue Code, then AFT/TNC's rights and responsibilities hereunder shall become vested in and devolve upon, to the extent it evinces an intent to accept the same, any other entity having similar conservation purposes to which such rights may be awarded by a court of competent jurisdiction under the doctrine of cy pres, provided that at the time of such vesting or award such entity is one described in Section 170 of the Internal Revenue Code as it may be amended from time to time or the successor of such provision and is qualified to accept and hold conservation easements under applicable laws of the State of Nevada.

16. INTERPRETATION. The provisions of this Conservation Easement shall be liberally construed to effectuate their purpose of preserving and protecting the wetland habitat and other values described above. The terms "Grantee" and "Conservancy," wherever used in this Conservation Easement and any pronouns used in place thereof, shall mean and include, respectively, the above-named Grantee, its personal representatives, successors or assigns, and AFT/TNC and its agents, invitees, successors and assigns. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be

affected thereby. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of Nevada, County of Elko or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. This Conservation Easement shall be interpreted in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, AFT/TNC has executed this Reservation of Conservation Easement as of the 5 day of February , 1995.

AFT/TNC:

The Trust:

AMERICAN FARMLAND TRUST,
a District of Columbia
nonprofit corporation

By _____
RaIph E. Grossi, President

By _____

The Conservancy:

THE NATURE CONSERVANCY,
a District of Columbia
nonprofit corporation

By _____
Dennis Donald, Vice President

By _____
Allan C. Beezley, Assistant
Secretary

GRANTEE:

DISTRICT COLUMBIA)
STATE OF _____) ss.
County of _____)

The foregoing instrument was acknowledged before me this 24 day of FEBRUARY, 1995, by _____ and _____, the _____ and _____ respectively, of the American Farmland Trust, a District of Columbia non-profit corporation. My notarial commission expires 10-28-99.

Witness my hand and official seal.

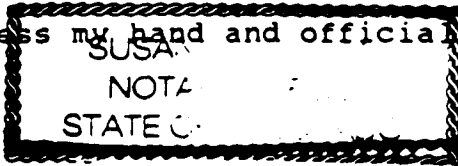
Notary Public

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____ and _____, the _____ and _____ respectively, of The Nature Conservancy, a District of Columbia non-profit corporation. My notarial commission expires _____.

MY COMMISSION EXPIRES 1/24/98

Witness my hand and official seal.



Notary Public

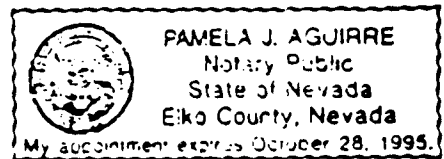
STATE OF NEVADA)
County of ELKO) ss.

The foregoing instrument was acknowledged before me this 27th day of February, 1995, by NEIL McQUEARY and KRISTIN A. McQUEARY.

My notarial commission expires 10-28-95.

Witness my hand and official seal

Notary Public



STATE OF NEVADA)
)
COUNTY OF ELKO)

On this 28th day of February, 1995, before me, a Notary Public, appeared NEIL H. McQUEARY also known as NEIL McQUEARY, personally known or proved to me to be the person(s) whose name(s) are/is subscribed to the above instrument who acknowledged that he executed the instrument.

NOTARY PUBLIC

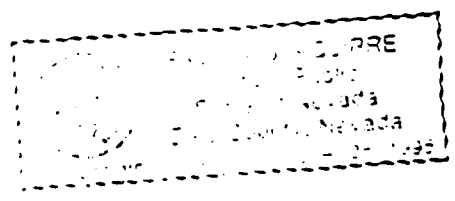


EXHIBIT A

LEGAL DESCRIPTION:

The land referred to herein is situated in the State of Nevada County of Elko, described as follows:

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

Section 35: E1/2NE1/4 and SE1/4;

Section 36: S1/2SW1/4;

TOWNSHIP 29 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 6: Lots III, IV and V (sometimes described as Lots 3, 4 and 5)

PARCEL 2:

TOWNSHIP 29 NORTH, RANGE 58 EAST, M.D.B.&M.

That portion of Section 1, North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties of that certain Deed Dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of J.F. Short, deceased, more particularly described as follows:

Beginning at Corner No. 1, which is the corner common to Sections 1 and 2, Township 29 North, Range 58 East, and Sections 35 and 36, Township 30 North, Range 58 East, running thence South 38°53' East, 1,211.00 feet to Corner No. 2;

THENCE South 60°33' East, 1,231.00 feet to Corner No. 3;

THENCE South 74°39' East, 416.63 feet to Corner No. 4;

THENCE South 38°02' East, 993.12 feet to Corner No. 5;

THENCE South 89°15' East, 509.55 feet to Corner No. 6;

THENCE South 0°38' West, 212.39 feet to Corner No. 7;

THENCE South 54°18' East, 2,316.90 feet to Corner No. 8; a point on the East line of Section 1;

THENCE North 0°39' East, 3,967.72 feet to Corner No. 9; the Northeast corner of Section 1:

THENCE North 89°31' West, 5,280.00 feet along the North boundary of Section 1, to Corner No. 1, the place of beginning.

PARCEL 3:

A portion of Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., North and East of a fence already constructed and accepted by Alma George Short and Jesse Marion Short, parties in that certain Deed dated July 23, 1945, and recorded in Book 53 of Deeds, Pages 337 to 339 inclusive, Records of Elko County, Nevada, as the division line of the former property of Jesse Marion Short, more particularly described as follows:

Beginning at Corner No. 1, whence the closing corner of Section 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, 181.22 feet;

THENCE North 48°45' East, 583.16 feet to Corner No. 2; A.P. 10 of a survey by the General Land Office;

THENCE North 32°30' East, 1,997.82 feet to Corner No. 3, the closing corner of Sections 5 and 8;

THENCE South 89°55' East, 2,585.42 feet to Corner No. 4, the Northeast corner of the NW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 2,633.95 feet to Corner No. 5, the Southeast corner of the SW1/4NE1/4 of Section 8;

THENCE North 89°55' West, 1,324.42 feet to Corner No. 6, the Southwest corner of the SW1/4NE1/4 of Section 8;

THENCE South 0°03' East, 1,428.74 feet to Corner No. 7;

THENCE North 54°18' West, 3,418.91 feet along the above mentioned fence to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM, all coal and other minerals in said land as reserved in the Patent from the United States of America, recorded November 14, 1931, in Book 8, Page 214, Patent Records,

in the Office of the County Recorder of Elko County, Nevada.

PARCEL 4:

TOWNSHIP 30 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 21: E1/2SE1/4; N1/2NE1/4; SE1/4NE1/4;
Section 22: W1/2W1/2; Lot 16 as shown on the plat of said township approved by the Office of U.S. Supervisor of Surveys on March 5, 1926, being the same as Lot I shown on the plat of said township approved by the U.S. Surveyors General Office on March 29, 1870 and described as Lot 1 in Patent issued by State of Nevada dated April 20, 1928 and recorded April 21, 1928 in Book 9 of Patents at Page 497, Elko County, Nevada.
Section 27: Lot 1;
Section 28: Lots 1, 2, 3, 4 and 5;
Section 32: Lot 4;
Section 33: Lot 1;

EXCEPTING THEREFROM, an undivided 50% interest in and to all gas, oil and mineral rights, as reserved in Deed from Robert P. Connolly, et ux, recorded July 6, 1962, in Book 26, Page 424, Official Records, Elko County, Nevada.

PARCEL 5:

TOWNSHIP 30 NORTH, RANGE 58 EAST, M.D.B.&M.

Section 26: Lots 6 and 7;
Section 35: Lots 1 and 6;

EXCEPTING THEREFROM, all the minerals in said land as reserved in the patent from the United States of America, recorded November 1, 1963, in Book 40, Page 611, Official Records, in the Office of the County Recorder of Elko County, Nevada.

PARCEL 6:

All that portion of the unsurveyed West half of Franklin Lake lying between the West boundary of said lake and the centerline and Partition Line B and North of the following described line being a fence now in place;

Commencing at Angle Point #12, a point in the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 1,878.36 feet to Corner No. 1, the point of beginning,

THENCE North 10°11' West, a distance of 1,082.72 feet to Corner No. 2;

THENCE North 60°22' East, a distance of 608.48 feet to Corner No. 3;

THENCE North 22°43' East, a distance of 3,498.50 feet to Corner No. 4;

THENCE North 34°23' West, a distance of 1,578.75 feet to Corner No. 5;

THENCE North 71°01' West, a distance of 1,964.03 feet to Corner No. 6, the point of ending and being a point on the West meander line of said Franklin Lake.

PARCEL 7:

All that portion of the unsurveyed West half of Franklin Lake bounded on the West by the meander line of said lake, on the East by the centerline of the lake, on the North by Line "A" as hereinafter described and on the South by Line "B" as hereinafter described, both Line "A" and "B" being along a fence now in place.

Line "A":

Commencing at Angle Point 12, a point on the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926,

THENCE North 51° East, along said centerline a distance of 379.31 feet to Corner No. 1, the point of beginning,

THENCE North 1°30' West, a distance of 1,152.00 feet to Corner No. 2:

THENCE North 88°35' West, a distance of 1,634.00 feet to Corner No. 3:

THENCE continuing North 88°35' West, a distance of 156.60 feet to Corner No. 4;

THENCE North 88°13' West, a distance of 1,731.55 feet to Corner No. 5;

THENCE North 89°02' West, a distance of 2,492.72 feet to Corner No. 6:

THENCE North 22°36' East, a distance of 1,455.60 feet to Corner No. 7:

THENCE North 89°07' West, to the West boundary or meander line of Franklin Lake, a distance of 1,285.00 feet to Corner No. 8, the point of ending.

Line "B":

Commencing at Angle Point 9 on the centerline of Franklin Lake as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926;

THENCE North 48°45' East, along said centerline a distance of 3,139.74 feet to Corner No. 1, the point of beginning, from whence said Corner No. 1, the closing corner between Sections 7 and 8, Township 29 North, Range 59 East, M.D.B.&M., bears North 48°45' East, a distance of 181.22 feet;

THENCE North 54°18'02" West, along an existing fence a distance of 6,091.83 feet to the West boundary of meander line of said Franklin Lake Corner No. 2 and the point of ending.

Elko County Assessor's Parcel Numbers:

07-040-03-3
07-050-02-4
07-260-01-1
07-270-01-0

EXHIBIT B

UX RANCH
RANCHLAND LEGAL DESCRIPTION

PARCEL 1

Township 30 North, Range 58 East, MDB&M, Section 35:
E 1/2 NE 1/4; SE 1/4; Section 36: S 1/2 SW 1/4; Township 29
North, Range 59 East, MDB&M, Section 6: Lots III, IV and V,
(sometimes described as Lots 3, 4 and 5).

PARCEL 2

Township 29 North, Range 58 East, MDB&M

That portion of Section 1, north and east of a fence
already constructed and accepted by Alma George Short and
Jesse Marion Short, parties in that certain deed dated July
23, 1945, and recorded in Book 53 of Deeds, Page 337 to 339
inclusive, records of Elko County, Nevada, as the division
line of the former property of J. F. Short, deceased, more
particularly described as follows:

Beginning at Corner No. 1, which is the corner common
to Sections 1 and 2, T29N, R58E, and Sections 35 and 36, T30N,
R58E, running thence S 38°53"E, 1211.00 ft. to Corner No.
2; thence S 60°33'E, 1231.00 ft. to Corner No. 3; thence S
74°39"E, 416.63 ft. to Corner No. 4; thence S 38°02"E 993.12
ft. to Corner No. 5; thence S 89°15'E 509.55 ft. to Corner
No. 6; thence S 0°38'W 212.39 ft. to Corner No. 7; thence
S 54°18'E 2316.90 ft. to Corner No. 8, a point on the east
line of Section 1; thence N 0°39'E 3967.72 ft. to Corner No.
9, the northeast corner of Section 1; thence N 89°31"W 5280.00
ft. along the north boundary of Section 1 to Corner No. 1,
the place of beginning.

PARCEL 4

Township 30 North, Range 59 East, MDB&M

Section 21: E 1/2 SE 1/4; N 1/2 NE 1/4; SE 1/4 NE 1/4

Section 22: W 1/2 W 1/2

Section 27: Lot 1

Section 28: Lots 1, 2, 3, 4 and 5

Section 32: Lot 4

Section 33: Lot 1

EXCEPTING THEREFROM, Fifty (50) percent of all gas, oil and mineral rights as reserved by Robert P. Connolly, et ux, in deed recorded July 6, 1962 in Book 26 of Official Records at Page 424, Elko County, Nevada.

PARCEL 6

Township 30 North, Range 58 East, MDB&M.

Section 26: Lots 6 and 7

Section 35: Lots 1 and 6

EXCEPTING THEREFROM, all the minerals in said land as reserved in the Patent from the United States of America, recorded November 1, 1963, in Book 40 of Official Records at Page 611, in the office of the County Recorder of Elko, Nevada.

PARCEL 9

The portion of Parcel 8 along the west meander line of Franklin Lake heretofore known as Parcel 9 particularly described as follows:

Beginning at a point which is Point No. 1 on Line B as previously described, from whence the closing corner between Sections 7 and 8, T29N, R59E, MDB&M, bears N 48°45'E, a distance of 181.22 ft.; thence N 54°18'02"W, along an existing fence a distance of 6091.03 ft. to Point No. 2 which is the true point of beginning; thence northeasterly along the property line of Lot No. 4, Section 6, T29N, R59E, MDB&M to the point which is common to lots 4 and 5, Section 6, T29N, R59E MDB&M; thence northeasterly along property line of Lot 5 to a point on Line A which is Point No. 8 as previously described; thence easterly a distance of 700 ft. to a point of intersection with an existing fence; thence southerly along said fence line 900 ft. to a point of intersection with an existing fence; thence westerly along said fence a distance of 300 ft.; thence leaving said fence line southwesterly to a point of intersection with Line B; thence N 54°18'02"W along Line B a distance of 1200 ft. to the point of beginning. Contains 85 acres more or less.

EXHIBIT C
UX RANCH
WETLAND LEGAL DESCRIPTION

PARCEL 7

All that portion of the unsurveyed west half of Franklin Lake lying between the west boundary of said lake and the centerline and partition Line B and north of the following described line being a fence now in place:

Commencing at Angle Point No. 12, a point in the centerline of Franklin Lake, as shown on the plat accepted by the Assistant Commissioner of the General Land Office on July 2, 1926; thence N 51°E, along said centerline a distance of 1878.36 ft. to Corner No. 1, the point of beginning; thence N 10°11'W, a distance of 1082.72 ft. to Corner No. 2; thence N 60°22'E, a distance of 608.48 ft. to Corner No. 3; thence N 22°43'E, a distance of 3498.50 ft. to Corner No. 4; thence N 34°23'W, a distance of 1578.75 ft. to Corner No. 5; thence N 71°01'W, a distance of 1964.03 ft. to Corner No. 6, the point of ending and being a point on the west meander line of said Franklin Lake.

PARCEL 8

All that portion of the unsurveyed west half of Franklin Lake bounded on the west by the meander line of said lake, on the east by the centerline of the lake, on the north by Line "A" as hereinafter described and on the south by Line "B" as hereinafter described, both Line "A" and "B" being along a fence now in place.

LINE "A":

Commencing at Angle Point 12, a point on the centerline

of Franklin Lake, as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926; thence N 51°E, along said centerline a distance of 379.31 ft. to Corner No. 1, the point of beginning; thence N 1°30'W, a distance of 1152.00 ft. to Corner No. 2; thence N 88°35'W, a distance of 1634.00 ft. to Corner No. 3; thence continuing N 88°35'W, a distance of 156.60 ft. to Corner No. 4; thence N 88°13'W, a distance of 1731.55 ft. to Corner No. 5; thence N 89°02'W, a distance of 2492.72 ft. to Corner No. 6; thence N 22°36'E, a distance of 1455.60 ft. to Corner No. 7; thence N 89°07'W, to the west boundary or meander line of Franklin Lake, a distance of 1285.00 ft. to Corner No. 8, the point of ending.

LINE "B":

Commencing at Angle Point 9 on the centerline of Franklin Lake as shown on the plat accepted by the Assistant Land Commissioner of the General Land Office on July 2, 1926; thence N 48°45'E, along said centerline a distance of 3,139.74 ft. to Corner No. 1, the point of beginning, from whence said Corner No. 1, the closing corner between Sections 7 and 8, T29N, R59E, MDB&M, bears N 48°45'E, a distance of 181.22 ft.; thence N 54°18'02"W, along an existing fence a distance of 6091.83 ft. to the west boundary of meander line of said Franklin Lake Corner No. 2 and the point of ending.

of a survey by the General Land Office: thence N 32°30'E 1997.82 ft. to Corner No. 3, the closing corner of Sections 5 and 8; thence S 89°55'E 2585.42 ft. to Corner No. 4, the northeast corner of the NW 1/4 NE 1/4 of Section 8; thence S 0°03'E 2633.95 ft. to Corner No. 5, the southeast corner of the SW 1/4 NE 1/4 of Section 8; thence N 89°55'W 1324.41 ft. to Corner No. 6, the southwest corner of the SW 1/4 NE 1/4 of Section 8; thence S 0°03'E .71 ft. to Corner No. 7; thence N 54°18'W 3418.91 ft. along the above mentioned fence to Corner No. 1, the place of beginning.

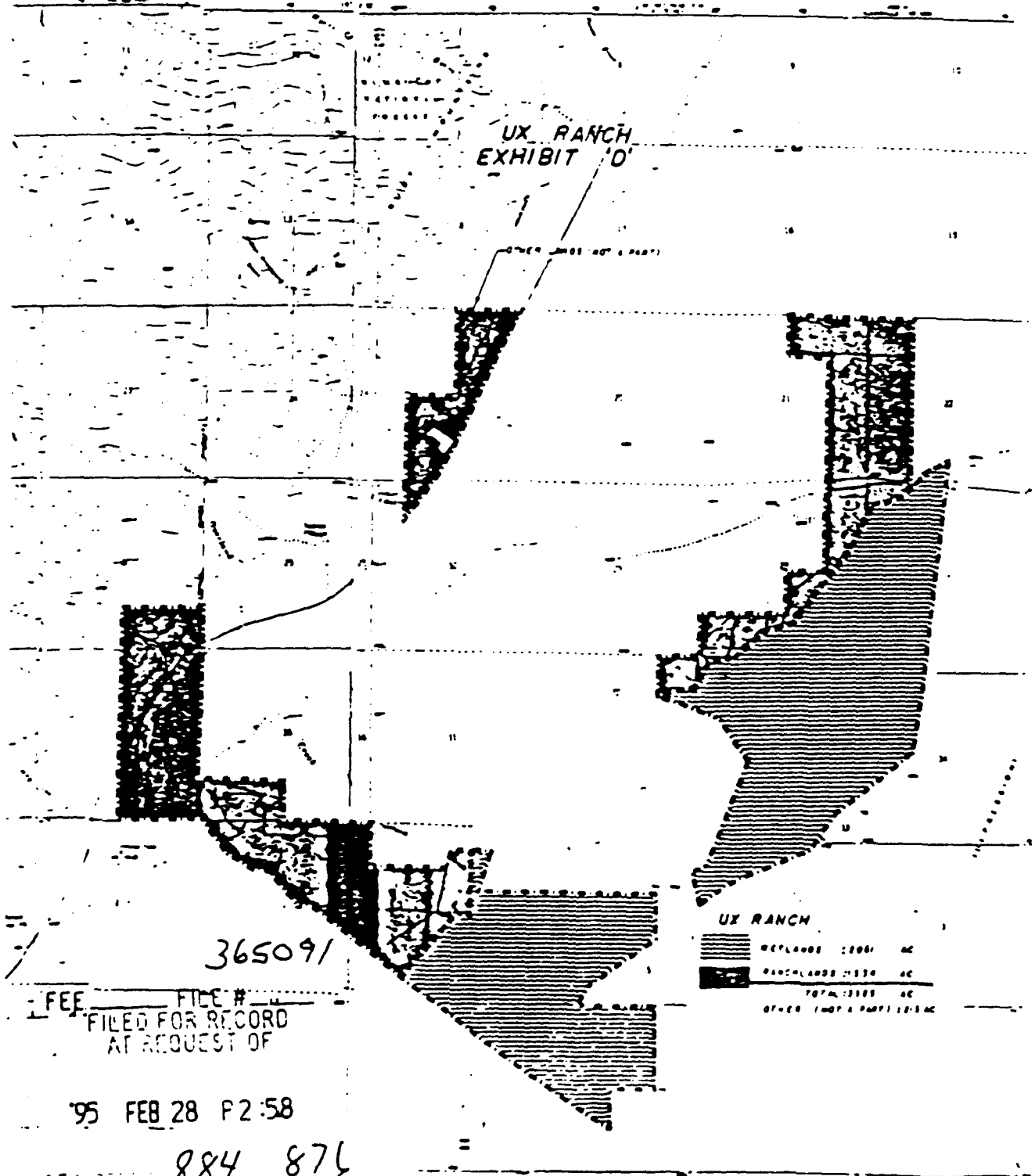
EXCEPTING THEREFROM, all coal and other minerals in said land as reserved in the Patent from the United States of America, recorded November 14, 1931 in Book 8, Page 214, Patent Records in the office of the County Recorder of Elko County, Nevada.

EXHIBIT D

FRANKLIN LAKE NW QUADRANGLE UNITED STATES
NEVADA - CLASS C DEPARTMENT OF THE INTERIOR
7.5 MINUTE SERIES TOPOGRAPHIC GEOLOGICAL SURVEY

UX RANCH
EXHIBIT 'D'

OTHER (NOT A PART)



365091

UX RANCH	
WETLANDS	2000 AC
RANCHLANDS	1150 AC
TOTAL	3150 AC
OTHER (NOT A PART) 12.5 AC	

FEE FILE #
FILED FOR RECORD
AT REQUEST OF

'95 FEB 28 P2:58

RECORDED BY 884 876
JERRY S. BROWN
ELMO CO. RECORDS

EXHIBIT D

When Recorded Mail To:

ASSIGNMENT OF OIL AND GAS LEASE

FOR VALUABLE CONSIDERATION RECEIVED, the undersigned Assignors hereby grant, sell, transfer and assign to NEIL MCQUEARY and his wife, KRISTIN A. MCQUEARY, and their heirs, successors and assigns, without warranty, all of the Assignors' right, title, interest and estate in and to that certain Oil and Gas Lease dated January 31, 1977, executed by UX Livestock Co., Lessor, to Filon Exploration Corporation, Lessee, recorded February 10, 1977, in Book 242 of Official Records at Page 575, Elko County, Nevada.

TOGETHER WITH all right, title, interest and estate of the Assignors in and to all oil, gas, minerals and other substances produced under the terms and conditions set forth in said lease and all royalties, delay payments and other payments and compensation payable under the terms of said lease on and after of the date of recordation hereof.

EXECUTED this ____ day of _____, 199__.

ASSIGNORS

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By: _____

Title: _____

Print Name: _____

AMERICAN FARMLAND TRUST, a
District of Columbia non-profit
corporation

By: _____

Title: _____

Print Name: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 199__, personally
appeared before me, a Notary Public, _____, a duly
authorized officer of The Nature Conservancy, personally known
(or proved) to me to be the person whose name is subscribed
herein, who acknowledged to me that he executed the foregoing
instrument.

NOTARY PUBLIC

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 199__, personally
appeared before me, a Notary Public, _____, a duly
authorized officer of the American Farmland Trust, personally
known (or proved) to me to be the person whose name is subscribed
herein, who acknowledged to me that he executed the foregoing
instrument.

NOTARY PUBLIC

EXHIBIT E

When Recorded Mail To:

ASSIGNMENT OF OIL AND GAS LEASE

FOR VALUABLE CONSIDERATION RECEIVED, the undersigned Assignors hereby grant, sell, transfer and assign to NEIL MCQUEARY and his wife, KRISTIN A. MCQUEARY, and their heirs, successors and assigns, without warranty, all of the Assignors' right, title, interest and estate in and to that certain Oil and Gas Lease, and Addendum thereto, dated March 1, 1978, executed by UX Livestock Co., Lessor, to The Louisiana Land & Exploration Company, Lessee, recorded April 10, 1978, in Book 264 of Official Records at Page 187, Elko County, Nevada.

TOGETHER WITH all right, title, interest and estate of the Assignors in and to all oil, gas, minerals and other substances produced under the terms and conditions set forth in said lease and all royalties, delay payments and other payments and compensation payable under the terms of said lease on and after of the date of recordation hereof.

EXECUTED this ____ day of _____, 199__.

ASSIGNORS

THE NATURE CONSERVANCY, a District
of Columbia non-profit corporation

By: _____

Title: _____

Print Name: _____

AMERICAN FARMLAND TRUST, a
District of Columbia non-profit
corporation

By: _____

Title: _____

Print Name: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 199__, personally
appeared before me, a Notary Public, _____, a duly
authorized officer of The Nature Conservancy, personally known
(or proved) to me to be the person whose name is subscribed
herein, who acknowledged to me that he executed the foregoing
instrument.

NOTARY PUBLIC

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 199__, personally
appeared before me, a Notary Public, _____, a duly
authorized officer of the American Farmland Trust, personally
known (or proved) to me to be the person whose name is subscribed
herein, who acknowledged to me that he executed the foregoing
instrument.

NOTARY PUBLIC

APPENDIX D:
CARL PROGRAM APPLICATION

CARL APPLICATION FORM

Page 1 of 2

Use this form to propose land for public acquisition under the Conservation and Recreation Lands (CARL) Program. Complete the General Information section below. Provide all materials described in the section headed Attachments on page 2. Assemble ten copies of the completed application and the Map and General Description attachments. Provide one copy of the Ownership/Tax Information attachment. Mail to the address below by December 31 in order to have your proposal evaluated in the following year. Write or call the CARL Program for further information.

DO NOT WRITE IN THIS SPACE
OFFICIAL USE ONLY

GENERAL INFORMATION

A. Property Name _____ Acres _____
City/Town _____ County _____

B. Sponsor (person proposing acquisition):
Name _____ Organization _____
Address _____
Phone No. _____

SUBMIT 10 COPIES OF THIS APPLICATION TO: CARL Program Florida Department of Environmental Protection Division of State Lands 3900 Commonwealth Blvd., Mail Station 140 Tallahassee, FL 32399-3000 904/487-1750

DO NOT WRITE IN THIS SPACE OFFICIAL USE ONLY										

CARL APPLICATION FORM

REQUIRED ATTACHMENTS

Maps and Aerial Photographs

- Clearly mark the boundaries of the proposal on **United States Geological Survey (USGS) 1:24,000-scale topographic quadrangle maps**. Submit two originals and eight legible copies or originals with this form. *USGS maps are sold by bookstores and engineering firms (see your local phone book), and by the USGS (call 1-800-USA-MAPS).*
- Clearly mark the boundaries of the proposal on **Florida Department of Transportation (FDOT) county general highway maps**. Submit ten legible copies or originals with this form. *For FDOT county maps, write: Florida Department of Transportation, Map and Publication Sales, 605 Suwannee Street, Tallahassee, Florida 32399-0450 (telephone 904/488-9220). Many bookstores and engineering firms also sell FDOT maps.*
- Clearly mark the boundaries of the proposal on one or more **aerial photographs**. Submit one set of photographs with this form. *Aerial photographs are available from the Florida Department of Transportation, Topographic Office, Mail Station 5L, 605 Suwannee Street, Tallahassee, Florida 32399-0450 (telephone 904/488-2250), or the county property appraiser (see your local phone book).*

General Description (Submit 10 copies with this form)

Attach a **one- to five-page** description of the land proposed for acquisition. Include the following information:

- Directions to the proposal and an explanation of how to gain access to it
- A brief summary of the topographic, geologic, hydrologic, archaeological, and historical features of the land
- A brief description of the kinds and quality of the biological communities in the proposal, and a note on the common plants and animals, game animals, and rare or endangered plants and animals in the area
- Potential recreational or other public uses of the land
- Any past disturbances to the land, whether natural or human, and present threats (such as development plans)
- Resolutions of local or regional governments (if any) concerning public acquisition or management of the land

Ownership/Tax Information (Submit 1 copy with this form)

- Clearly mark the boundaries of the proposal on a legible copy of the county property appraiser's tax plat map(s). Submit the copy with this form.
- Provide EITHER: (1) one copy of the county property appraiser's property tax card for each parcel of land within the proposal,
OR: (2) A table that includes the following information from the property tax cards for each parcel of land within the proposal:

1. Tax parcel identification number	5. Types and tax assessed values of property improvements
2. Owners' names and addresses	6. Types and values of tax exemptions
3. Tax parcel acreage	7. Ad valorem taxes assessed on the property and its improvements.
4. Just or market tax assessed value	
- Provide EITHER: (1) letter(s) from property owner(s) regarding their willingness to sell,
OR: (2) a statement that summarizes the general willingness of property owner(s) to sell.

Tax plat maps and property tax cards are available from the county property appraiser. See your local telephone directory for the address and telephone number.

APPENDIX E:
CARL BOUNDARY MODIFICATION FORM

CARL BOUNDARY MODIFICATION PROPOSAL FORM

Name of CARL project to be modified: _____

Person Proposing Modification: _____

Affiliation: _____

Phone: (_____) _____ Fax: (_____) _____

Address: _____

City

State

Zip Code

FOLLOWING INFORMATION MUST BE PROVIDED TO BE CONSIDERED:

- Completed Boundary Modification Form
- Florida Department of Transportation county map with boundaries of proposed addition (Attachment A)
- USGS topographic map showing precise boundaries of proposed addition (Attachment B)
- Brief description of quality and importance of resources on proposed addition (Attachment C)
- Letter from proposed project manager identifying: (1) the manager's recommendations regarding the proposed addition; (2) how acquiring the addition will accomplish specific management objectives; and (3) the availability of other acquisition funding sources (Attachment D)
- County tax cards for each parcel being proposed (including Acreage, Just Value, Name, Address and Parcel Number) (Attachment E)
- County tax map with proposal outlined (Attachment F)
- Original and eight (8) copies

Description of the total Amendment Acreage and Tax Value:

This addition consists of _____ acres, _____ parcels and _____ owners.

The tax assessed value is \$ _____.

Additional information (e.g. owner will sell parcel within boundary if parcel outside boundary is added):

Please return completed packages to:

Office of Environmental Services
3900 Commonwealth Blvd., Mail Station 140
Tallahassee, FL 32399-3000
(904) 487-1750

DEADLINE FOR BOUNDARY MODIFICATION CONSIDERATION IS 30 DAYS PRIOR TO LAAC MEETING DATES. INCOMPLETE APPLICATIONS WILL BE CONSIDERED AT A LATER MEETING.

**APPENDIX F:
SAVE OUR RIVERS PROGRAM APPLICATION**

Sample from Suwannee River Water Management District

Suwannee River Water Management District - Property Offer Form

OWNER(S) OF RECORD:

ADDRESS:

PHONE: Area Code: Office: Home:

APPLICANT (If other than owner):

ADDRESS:

PHONE: Area Code: Office: Home:

Attach copy of listing agreement or letter from owner authorizing you to serve as representative.

PROPERTY DESCRIPTION:

COUNTY: ACREAGE:

LEGAL DESCRIPTION (Attach extra sheets if necessary):

Attach Survey, map or aerial photo, if available.

RIVER FRONTAGE (Check):

No	Yes
----	-----

ACCESS (Check):

Public Road	Easement	None
-------------	----------	------

IMPROVEMENTS (Check):

No	Yes	If yes, describe:
----	-----	-------------------

TITLE CONDITION (Deed restrictions, easements, rights held by others):

Describe:

Attach copy of deed and any referenced instruments.

VALUATION:

TAX PARCEL NUMBER(S):	TOTAL TAX PARCEL ACREAGE:
<input type="text"/>	<input type="text"/>

COUNTY APPRAISER'S JUST VALUE:	\$ <input type="text"/>	PROPERTY TAX PAID:	\$ <input type="text"/>
--------------------------------	-------------------------	--------------------	-------------------------

OWNER'S ASKING PRICE: \$

Return completed form to:

Director, Land Acquisition and Management
 Suwannee River Water Management District
 Route 3, Box 64
 Live Oak, Florida 32060
 Phone: (904) 362-1001, (800) 226-1066

SUWANNEE RIVER WATER MANAGEMENT DISTRICT LAND ACQUISITION PROCEDURES

1. The District receives a bona fide offer which includes:
 - a. Legal Description
 - b. Asking Price
 - c. Listing Contract or Letter of Authorization (if submitted by other than the owner of record)
 - d. Property Appraiser's Just Value and Ad Valorem Assessment
 - e. Description of Any Outstanding Interests
2. District staff prepares assessment of the property for presentation to the Governing Board. The assessment shall include a staff recommendation regarding the commencement of negotiations. The Governing Board must give formal approval before any negotiations can begin.
3. For approved offers, staff conducts preliminary negotiations based on a field inspection and analysis of comparable sales in District files.
4. If, in the opinion of staff, it appears that acceptable price and terms can be achieved, staff prepares an updated assessment and requests Governing Board approval to place the property on the Active Parcel List.
5. Once a property is placed on the Active Parcel List, staff may, at the appropriate point in negotiations, procure title work and appraisals in accordance with District contracting procedures. Governing Board approval is required before contracting for any appraisal with a cost in excess of \$6,000.
6. After a review of the appraisal, staff enters into final negotiations. Upon the negotiation of acceptable price and terms, staff drafts an option and submits it to Board Counsel for review. Upon the approval of Board Counsel, the option is submitted to the owner for execution. Concurrently, staff schedules a public hearing.
7. District staff presents the terms of the proposed agreement at the public hearing. Subject to public comment, staff requests Governing Board authorization for the Executive Director to exercise the option, together with approval of a resolution requesting funds from the Water Management Lands Trust Fund.
8. Closing occurs in accordance with the terms of the agreement upon receipt of funding.

APPENDIX G:
SAMPLE CONSERVATION EASEMENT

S A M P L E

Recording requested by:

[Grantors' Attorney, Address, Phone]

Deed of Conservation Easement

This Deed of Conservation Easement is granted on this ____ day of _____ 1994, by [Grantor] and [Grantor], husband and wife ("Grantors"), to the American Farmland Trust, Inc., a District of Columbia nonprofit corporation ("Grantee"), for the purpose of forever conserving the open space character [and/,] agricultural productivity [, wildlife habitat and scenic qualities] of the subject property.

Witness that:

The Grantors are the sole owners in fee simple of the farm property ("Property") legally described in Exhibit A, attached to and made a part of this Deed, which consists of ____ acres of land, together with buildings and other improvements, located in [the Town of _____.] _____ County, State of _____.

The Property is primarily open farmland the majority of whose soils have been classified as ["prime"/"unique"/"farmland of statewide or local importance"] by the Soil Conservation Service, U.S. Department of Agriculture, because of the fertility of its soils. [The Property also includes relatively natural habitat of {list wildlife species}. It also has outstanding scenic qualities that can be enjoyed by the general public, namely {describe, e.g., "as the foreground of the vista of the Pleasant Valley from State Highway 20 between the towns of Lincoln and Grant."}.]

The agricultural and other characteristics of the Property, its current use and state of improvement, are described in a *Present Conditions Report* prepared by the Grantee with the cooperation of the Grantors, and acknowledged by both to be complete and accurate as of the date of this Deed. Both the Grantors and Grantee have copies of this report. It will be used by the Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

The Grantors intend to make a charitable gift of the property interest conveyed by this Deed to the Grantee for the exclusive purpose of assuring that, under the Grantee's perpetual stewardship, the open space character [and/,] agricultural productivity [, wildlife habitat and scenic qualities] of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Deed.

The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;"

- [Insert state and local policy statements and legal citations]

The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and, as certified by a resolution of its Board of Directors, accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

The Grantors acknowledge that the Property is now operated in accordance with a written plan to conserve natural resources and a manner conducive to the long-range protection of the Property's agricultural and environmental resources, and that they intend to continue to operate the Property in such a manner.

The Grantors own the entire fee simple interest in the Property, including the entire mineral estate. All holders of liens or other encumbrances upon the Property have agreed to subordinate their interests in the Property to this Deed.

Now, Therefore, for the reasons given, and in consideration of their mutual promises and covenants, the Grantors voluntarily grant and convey to the Grantee, and the Grantee voluntarily accepts, a perpetual "conservation easement" [Note: terminology may vary with state. Consult state statute.], an immediately vested interest in real property defined by [citation to state statute], and of the nature and character described in this Deed, exclusively for the purpose of conserving and

forever maintaining the open space character [and/,] agricultural productivity [, wildlife habitat and scenic qualities] of the Property.

1. *Prohibited Acts*

Grantors promise that they will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants below. They also authorize the Grantee to enforce these covenants in the manner described below. However, unless otherwise specified below, nothing in this Deed shall require the Grantors to take any action to restore the condition of the Property after any Act of God or other event over which they had no control. Grantors understand that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

2. *Construction of Buildings and Other Structures*

The construction or reconstruction of any building or other structure, except those existing on the date of this Deed or previously approved by the Grantee, is prohibited except in accordance with paragraphs (a) through (d) below. Before undertaking any construction or reconstruction that requires advance permission, the Grantors shall notify the Grantee and ask permission.

(a) *Fences* -- Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, without any further permission of the Grantee.

(b) *Agricultural Structures & Improvements* -- New buildings and other structures and improvements to be used solely for agricultural purposes including the processing or sale of farm products predominantly grown or raised on the Property, but not including any dwelling or farm labor housing, may be built on the Property with the advance written permission of the Grantee. The Grantee shall give such permission within a reasonable time, unless it determines that the proposed building, structure or improvement would be unnecessarily located on prime or unique soils, or would otherwise significantly diminish the agricultural production capacity of the Property.

(c) *Single-Family Residential Dwellings* -- All existing single-family residential dwellings may be repaired, reasonably enlarged and replaced at their current location without further permission of the Grantee. No more than ____ new single-family residential dwellings, together with reasonable

appurtenances such as garages and sheds, may be built on and subdivided from the Property in the locations indicated on Exhibit B. All structures shall be contained within a building envelope no larger than 5 acres. At the time that construction of such dwellings is to commence, Grantor shall be notified so that its records can be updated.

(d) *Farm Labor and Tenant Housing* -- All existing dwellings or structures used to house farm tenants and employees may be repaired, reasonably enlarged and replaced at their current location without further permission of the Grantee. New single - or multi-family - dwellings or structures to be used solely to house farm tenants, employees or others engaged in agricultural production on the Property may be built on the Property only within that area identified and marked as "Farm Labor Housing" on Exhibit B. At the time that construction of such structures is to commence, Grantee shall be notified so that its records can be updated.

3. *Subdivision*

The subdivision of the Property, whether by physical or legal process, is prohibited without the advance written permission of the Grantee, except as provided for in Paragraph 2(c) which pertains to single family residential dwellings. The Grantee shall not give such permission, unless the Grantor demonstrates to Grantee that the proposed subdivision will not diminish or impair the open space character [and/,] agricultural productivity [, wildlife habitat or scenic qualities] of the Property.

4. *Development Rights*

Grantors hereby grant to Grantee all development rights [except as specifically reserved herein] that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

5. *Conservation Practices*

All farming operations shall be conducted in accordance with a Soil Conservation Service conservation plan that addresses soil and water conservation, pest management, nutrient management and habitat protection. This plan shall be updated

periodically, and in any event at the time the basic type of agricultural operation on the property changes or at the time ownership of the property changes.

6. *Timber Harvesting*

Trees may be cut to control insects and disease, to prevent personal injury and property damage, and for firewood and other domestic uses, including construction of permitted buildings and fences on the Property. Trees may also be cut to clear land for cultivation or use of livestock, but only if done in accordance with [the type of plan referred to above] required by paragraph 5. Any commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester.

7. *Mining*

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method that disturbs the surface of the land, is prohibited without the advance written permission of the Grantee. The Grantee shall not give such permission, unless the Grantor demonstrates to Grantee that the proposed mining or extraction will not substantially diminish or impair the open space character [and/,] agricultural productivity [, wildlife habitat or scenic qualities] of the Property. Notwithstanding any other provision of this Deed, not more than _____ surface acres of the Property may be disturbed by mining or other extractive activities.

8. *Paving and Road Construction*

No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purposes be constructed, without the advance written permission of the Grantee. The Grantee shall not give such permission, unless the Grantor demonstrates to Grantee that the proposed paving or covering of the soil, or the location of any such road, will not substantially diminish or impair the open space character [and/,] agricultural productivity [, wildlife habitat or scenic qualities] of the Property.

9. *Trash*

The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and

byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations.

10. *Recreational Uses*

Golf courses, swimming pools, airstrips and helicopter pads are strictly prohibited on the Property. Other buildings and facilities for any other public or private recreational use may not be built on the Property without the advance written permission of the Grantee. The Grantee shall not give such permission, unless the Grantor demonstrates to Grantee that the proposed use or facilities will not substantially diminish or impair the open space character [and/.,] agricultural productivity [, wildlife habitat or scenic qualities] of the Property.

11. *Water Rights*

The Grantors shall retain and reserve the right to use _____ acre-feet of water per year for use in agricultural production on the Property, and shall not transfer, encumber, lease, sell or otherwise separate such rights from title to the Property itself. The specific sources and amounts of water are detailed in Exhibit C. [Applicable in Western states only. Consult state water law.]

12. *Rights Retained by Grantors*

Subject to interpretation under paragraph 19, as owners of the Property, the Grantors retain the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property to anyone they choose.

13. *Responsibilities of Grantors and Grantee Not Affected*

Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantors as owners of the Property. Among other things, this shall apply to:

- (a) *Taxes* -- The Grantors shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, the Grantor will reimburse the Grantee for the same.

(b) *Upkeep and Maintenance* -- The Grantors shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantees shall have no obligation for the upkeep or maintenance of the Property.

(c) *Liability and Indemnification* -- If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Grantors shall indemnify and reimburse the Grantee for these payments, as well as for reasonable attorneys fees and other expenses of defending itself, unless the Grantee or any of its agents have committed a deliberate act that is determined by a court to be the sole cause of the injury or damage. In addition, Grantors warrant that Grantee is a named insured on Grantors' property insurance policies covering the property.

14. *Enforcement*

The Grantee shall have the right to prevent and correct violations of the terms of this Deed. With reasonable advance notice to the Grantors, the Grantee may enter the Property for the purpose of inspecting for violations. If the Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character [and/,] agricultural productivity [, wildlife habitat or scenic qualities] of the Property, the Grantee shall give the Grantors written notice of the violation and thirty (30) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantors to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, the Grantors shall reimburse the Grantee for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

15. *Transfer of Easement*

The Grantee shall have the right to transfer the easement created by this Deed to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under §170(h) of the U.S. Internal Revenue Code, and under [applicable state easement enabling statute], and only if the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Deed. If the Grantee ever ceases to exist or no longer qualifies under

§170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

16. Transfer of Property

Any time the Property itself, or any interest in it, is transferred by the Grantors to any third party, the Grantors shall notify the Grantee in writing prior to the transfer of the property, and the document of conveyance shall expressly refer to this Deed of Conservation Easement.

17. Amendment of Easement

This easement may be amended only with the written consent of Grantee and Grantors. Any such amendment shall be consistent with the purposes of this Deed and shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with [applicable state statute] or any regulations promulgated pursuant to that law.

18. Termination of Easement

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill its conservation purposes, a court with jurisdiction may, at the joint request of both the Grantors and Grantee, terminate the easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the easement may be terminated through condemnation proceedings. If the easement is terminated and the Property is sold or taken for public use, then, as required by §1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Deed. The Grantee shall use the proceeds consistently with the conservation purposes of this Deed.

19. Interpretation

This Deed shall be interpreted under the laws of [state], resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

20. *Perpetual Duration*

The easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantors or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

21. *Notices*

Any notices required by this Deed shall be in writing and shall be personally delivered or sent by first class mail, to Grantors and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantors:

[Legal Address]

To the Grantee:

American Farmland Trust
1920 N Street, N.W., Suite 400
Washington, DC 20036
Attn: Director of Land Protection

22. *Grantors' Title Warranty*

The Grantors warrant that they have good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit D, attached to and made a part of this Deed, and hereby promise to defend the same against all claims that may be made against it.

23. *Grantors' Environmental Warranty*

The Grantors warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promise to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state or local environmental laws.

24. *Subsequent Liens on Property*

No provisions of this Deed of Conservation Easement should be construed as impairing the ability of Grantors to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

25. *Acceptance*

As attested by the Seal of the American Farmland Trust and the signature of its President affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

To Have and To Hold, this Deed of Conservation Easement unto the Grantee, its successors and assigns, forever.

In Witness Whereof, the Grantors and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Witness:

[Name]
"Grantor"

[Name]
"Grantor"

Accepted:

Witness: American Farmland Trust, Inc.
"Grantee"

by Ralph E. Grossi
President

Acknowledgements

County of _____)
State of _____), ss:

Personally appeared before me [Grantor] on this ____ day of _____, 19__, and acknowledged that all material statements of fact in the foregoing Deed of an Agricultural Open Space Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

County of _____)
State of _____), ss:

Personally appeared before me [Grantor] on this ____ day of _____, 19__, and acknowledged that all material statements of fact in the foregoing Deed of an Agricultural Open Space Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

City of Washington)
District of Columbia), ss:

Personally appeared before me Ralph Grossi on this ____ day of _____, 19__, and acknowledged that he is the President of the American Farmland Trust, Inc., a District of Columbia nonprofit corporation, and that the execution of this Deed of an Agricultural Open Space Conservation Easement is with the authority of the Board of Directors of said corporation.

Notary Public (SEAL)
My commission expires:

Exhibit A (Legal Description) Attached
Exhibit B (Map) Attached
Exhibit C (Water Rights) Attached
Exhibit D (Prior Encumbrances) Attached

After recording, please return to:

American Farmland Trust
1920 N Street, N.W., Suite 400
Washington, DC 20036
Attn: Director of Land Protection

APPENDIX H:
SAMPLE THIRD-PARTY EXCHANGE AGREEMENT

CONTRACT AND AGREEMENT TO EXCHANGE

This Contract and Agreement is entered into by and between
and , husband and wife, ,
(hereinafter sometimes
referred to as "Transferor"), and County,
("County"), acting through its County Agricultural Preserve Board,
Lancaster, Pennsylvania ("County Board"), (both the County and
County Board together, "Grantee").

Background of the Agreement

A. Parcel "A-1" is a farm of approximately acres
consisting of several parcels located in Township,
Lancaster County, Pennsylvania. Parcel "A-2" is a farm of
approximately acres located in Township,
Lancaster County, Pennsylvania. Both parcels are more fully
described on Exhibit "A" attached hereto and made a part hereof.

B. The County has adopted a program for acquiring
agricultural conservation easements which program has been
certified by the Pennsylvania Department of Agriculture State
Agricultural Land Preservation Board ("State Board") pursuant to
the Pennsylvania Agricultural Area Security Law, P.L. 128, No. 43,
June 30, 1981 (3 P.S. Sections 901-915), ("Act"), and the
Regulations adopted pursuant thereto, the terms of which are
incorporated herein and made a part hereof by reference. The
County, acting through the County Board, desires to acquire
agricultural conservation easements on Parcels "A-1" and "A-2".
The County Board has tentatively approved the acquisition of

agricultural conservation easements on Parcels "A-1" and "A-2", which acquisition will benefit the County by helping to preserve the integrity and agricultural nature of the agricultural security area in which the subject land is situated.

C. Transferor presently owns a fee simple interest in Parcels "A-1" and "A-2". Grantee desires to acquire Agricultural Conservation Easements on Parcels "A-1" and "A-2" as defined in the Act, the terms of which are incorporated herein by reference. Transferor desires to exchange the agricultural conservation easements on Parcels "A-1" and "A-2" for a fee simple interest in another farm in an exchange intended to qualify under section 1031 of the Internal Revenue Code as amended. Transferor agrees to convey agricultural conservation easements on Parcels "A-1" and "A-2" to Grantee upon the terms and conditions hereinafter set forth. The method by which this will be accomplished will be to have Grantee trade to Transferor in exchange for the agricultural conservation easements on Parcels "A-1" and "A-2" another tract or tracts of land acceptable to Transferor. While it appears that Grantee does not now own such a tract of land that is suitable for such an exchange, it is anticipated that Grantee will acquire such tract(s) with sufficient dispatch to facilitate consummation of a mutually acceptable, simultaneous, exchange transaction.

ARTICLE I

COVENANTS AND AGREEMENTS REGARDING EXCHANGE

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and incorporating the foregoing, Transferor and Grantee do hereby covenant and agree as follows:

Preparing and Consummating Exchange

1.01 Grantee will locate exchange property suitable to Transferor and (1) execute a real estate sales contract for the purchase of the exchange tract(s) (2) make any required down payment(s), and (3) at Closing, assign its right to take title, subject to its obligation to pay that portion of the purchase price attributable to the value of the agricultural conservation easements on Parcels "A-1" and "A-2" as herein defined, under such agreement(s) of sale to Transferor. At Closing, an exchange will be consummated in accordance herewith whereby Transferor will convey to Grantee agricultural conservation easements on Parcels "A-1" and "A-2" by a Deed of Agricultural Conservation Easement for each parcel in form hereto attached as Exhibit "B", subject to the exceptions contained in these covenants and agreements, and Grantee will assign to Transferor, subject to Grantee's obligation to pay the purchase price, its right to take title to the exchange tract(s) together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Grantee in and to adjacent streets, roads or

rights of way (all of such real property, rights and appurtenances being hereinafter referred to as Parcel "B"), and cause to be delivered to Transferor a Deed of Special Warranty conveying title to Parcel "B", together with any improvements, fixtures and personal property situated on and attached to the property subject to the exceptions, if any, contained in these covenants and agreements. Transferor shall have the right to approve the terms and conditions of any real estate sales contract for purchase of Parcel "B" prior to its execution by Grantee.

Value of Parcels "A-1" and "A-2"

1.02 The value of Parcels "A-1" and "A-2" for the purpose of this contract shall be

Dollars (\$). The value of Parcel "B" acquired by Grantee for exchange with Transferor shall be the purchase price to Grantee of such tract or tracts.

Value of New Parcel

1.03 The parties recognize that Parcel B, to be utilized in the exchange contemplated hereby, may have a greater value than the value of the agricultural conservation easements on Parcels "A-1" and "A-2". In purchasing Parcel B in accordance herewith, Grantee agrees to execute a purchase agreement by the terms of which Grantee agrees to pay up to the full amount of the value of the agricultural conservation easements on Parcels "A-1" and "A-2" as herein defined, on such terms as may be negotiated with the

seller. In no event shall Grantee be obligated in acquiring said tract or tracts to pay more than the full amount of the value of the agricultural conservation easements on Parcels "A-1" and "A-2" it being understood that if the purchase price of Parcel "B" exceeds the value of the agricultural conservation easements on Parcels "A-1" and "A-2", Grantee and Transferor agree to jointly execute an agreement of sale for the purchase of Parcel "B" with Transferor being obligated thereunder only to pay such excess, that is, the portion of the purchase price for Parcel "B" not attributable to the exchange value of the agricultural conservation easements on Parcels "A-1" and "A-2", on whatever terms may be negotiated with the Seller of Parcel "B".

ARTICLE II

CONDITIONS TO PARTIES' OBLIGATIONS

The obligation of the parties hereunder to consummate the transactions contemplated hereby is subject to the satisfaction of each of the following conditions:

Preliminary Title Report

2.01 Within forty five (45) days after the date hereof, Grantee, at its sole cost and expense shall have caused a title company or attorney to issue a preliminary title report (the "Title Report") on Parcels "A-1" and "A-2". Grantee shall give Transferor written notice on or before the expiration of ten (10) days after it receives the Title Report that the condition of

title as set forth in such Title Report is or is not satisfactory, and in the event Grantee states that the condition is not satisfactory, Transferor may, if he so chooses, promptly undertake to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Grantee. In the event Transferor chooses not to do so or is unable to do so within ten (10) days after receipt of written notice, this Agreement shall thereupon be null and void for all purposes.

2.02 Receipt, by January 1, 1992, from the Internal Revenue Service of a private letter ruling that the exchange contemplated hereby will qualify for tax-deferred treatment under section 1031 of the Internal Revenue Code, as amended. Failure to obtain such ruling will render the parties' obligations hereunder null and void and neither party shall be under further obligation to the other.

ARTICLE III

SETTLEMENT

3.01 The settlement shall take place at the office of
Lancaster, Pennsylvania, within
sixty days after receipt of the private letter ruling referenced as Section 2.02 hereof, or at such other time, date and place as Transferor and Grantee may agree upon (which date is herein referred to as the "Settlement Date"). At the settlement:

(a) Transferor shall deliver to Grantee a duly executed and acknowledged Deed of Agricultural Conservation Easement to

each of Parcels "A-1" and "A-2" conveying an agricultural conservation easement, insurable at regular rates by any title insurance company doing business within Pennsylvania, subject to existing zoning and land subdivision ordinances and other governmental regulations, and easements which reasonable physical examination would disclose. Except as otherwise provided herein to the contrary, Transferor will pay at closing the amount (fixed or ascertainable) of any lien on the premises or make suitable arrangements for the removal or subordination thereof, or if any such lien is disputed by Transferor, any monies to clear the title will be escrowed by the Transferor with the title company and the Transferor shall have the right to contest the lien with the understanding that the money escrowed shall be paid to satisfy the lien if the Transferor loses. Grantee's obligation to acquire the agricultural conservation easement set forth in this Agreement is conditioned upon Transferor(s) being able to convey the agricultural conservation easement free and clear of all encumbrances except as set forth herein to the contrary or except as encumbrance holders subordinate their interest in recordable form provided by Grantee prior to or at Closing. In the event Transferor is unable to give an agricultural conservation easement as will be insured by a title company in Pennsylvania as above set forth, Grantee shall have the option (I) of cancelling this Agreement and there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become

null and void, or (II) at Grantee's sole option and discretion, extend the time for closing by a period of up to thirty days. Should Transferor(s) be unable to convey the agricultural conservation easement as set forth in this Agreement at the expiration of such thirty day extension, this Agreement shall terminate and Grantee shall have no further obligation to proceed to closing.

(b) Grantee shall:

(i) deliver to Transferor either a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of Parcel "B" or, in the alternative, shall assign its right to take title under purchase agreements for Parcel "B" to Transferor and cause to have delivered to Transferor a Deed of Special Warranty to Parcel "B" free and clear of any and all liens, encumbrances, conditions, easements, assessments and restrictions except for the following:

(I) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(II) Any exceptions approved by Transferor in writing.

(III) Grantee's obligation to pay the purchase price of Parcel "B" under the terms and conditions of the Agreement of Sale for Parcel

"B," and as provided in Section 1.03 to the contrary.

(c) General real estate taxes, insurance, utility charges, and rent for the then current year relating to Parcels "A-1" and "A-2" and Parcel "B," if any, shall be prorated as of the settlement date for each parcel and shall be adjusted in cash at each settlement. If the settlement shall occur before the tax rate is fixed for the then current fiscal year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation.

(d) All costs and expenses of settlement in consummating the sale and purchase of the property shall be borne and paid for as follows:

(i) Title Search and Owner's Title Policy for Parcels "A-1" and "A-2" paid by Grantee;

(ii) Title Search and Owner's Title Policy for Parcel "B" paid by Transferor;

(iii) Real estate transfer taxes on Parcel "B" shall be paid by the Transferor.

(iv) Preparation of the Deeds of Agricultural Conservation Easements on Parcels "A-1" and "A-2" by the Grantee;

(v) Preparation of the deed on Parcel "B" by the Transferor;

(vi) Each party shall pay its own attorney's fees.

(vii) All taxes imposed upon this exchange of an agricultural conservation easement or the recording of the Deeds of Agricultural Conservation Easement by any taxing authority shall be paid by the Transferor(s) at the time of closing.

(viii) All fees levied for the recording of the Deeds of Agricultural Conservation Easement shall be paid by the County at the time of the closing. The obligations imposed on the respective parties by this Article shall not merge with the Deed of Agricultural Conservation Easement or Deed for Parcel "B", but shall survive the closing.

(viv) In the event Transferor fails to close as hereunder required, Transferor shall reimburse County and/or Grantee for the costs of the appraisals on Parcels "A-1" and "A-2".

(e) Transferors further agree to execute and deliver to Grantee any other documents necessary to record such Deeds of Agricultural Conservation Easement. The County Board shall record the Deeds of Agricultural Conservation Easement immediately following the closing.

(f) At the time of the closing as set forth in this Agreement, the agricultural conservation easements on Parcels "A-1" and "A-2" shall be free and clear of, or the holders

thereof shall have provided recordable subordination documents for, all liens, mortgages, options, rights of others in surface mineable coal, land use restrictions, and other encumbrances except as set forth below:

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

4.01 Transferor(s) are adult individuals having the full power, capacity and authority to enter into this Agreement.

4.02 Transferor(s) have been advised and encouraged to have legal counsel review this Agreement on their behalf prior to signing it.

4.03 Transferor(s) have read this Agreement and understand its contents and that it restricts the use of Parcels "A-1" and "A-2" to agricultural production and, knowing this, voluntarily enter into this Agreement.

4.04 The information and statements set forth in the Application Form, Locational Maps, Soils Report and Crop Report furnished by the Transferor(s) to the County Board pursuant to 7 Pa. Code Chapter 138e.61 is true and correct and that all facts necessary to prevent the information and statements from being misleading have been disclosed.

4.05 There is no pending or threatened condemnation or similar proceedings affecting Parcels "A-1" and "A-2" or any part thereof, nor to the best knowledge and belief of Transferor is any such proceeding or assessment contemplated by any governmental authority. If, prior to the Settlement Date, any part of the property is condemned, the Grantee shall have the option of (i) terminating this Agreement, in which event this Agreement shall be null and void, or (ii) proceeding with the settlement, with a

decrease corresponding in the value of the agricultural conservation easements on Parcels "A-1" and "A-2" resulting from the condemnation. Grantee shall exercise its option within twenty (20) days after it receives notice from the Transferor of any condemnation.

4.06 Transferor has complied with applicable laws, ordinances, regulations, statutes, rules and restrictions relating to Parcels "A-1" and "A-2" or any part thereof.

4.07 To the best knowledge and belief of Transferor, there is no pending or threatened governmental proceeding against Parcels "A-1" and "A-2" or any part thereof.

4.08 Transferor(s) acknowledges that any violation of the terms of this Agreement or the Deeds of Agricultural Conservation Easement, when delivered, shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Transferor(s), his heirs, executors, administrators, successors or assigns to restore Parcels "A-1" and "A-2" to the condition they were in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

4.09 Transferor(s) shall not develop or use Parcels "A-1" and "A-2" for any purpose other than agricultural production except as may be permitted by the Deeds of Agricultural

Conservation Easement.

4.10 Transferor(s), his heirs, executors, administrators, successor, or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns, from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation, including but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals, substances or materials. The obligation imposed by this paragraph shall not merge with the Deeds of Agricultural Conservation Easement, but shall survive the closing.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF COUNTY BOARD

5.01 The County Board represents, warrants to, and covenants with the Transferor(s) that:

(a) The County Board has been duly established by the County and is validly existing under the laws of the Commonwealth of Pennsylvania.

(b) The County Board has adopted rules and regulations for the administration of a County-wide program for the purchase of agricultural conservation easements within agricultural security areas.

(c) The County Board is in compliance with the

Constitution and laws of the Commonwealth, including the Act and the Regulations issued pursuant to the Act and has full power and authority to consummate all transactions, execute all documents, including this Agreement, and perform all acts contemplated in this Agreement in the name of the County.

(d) The County Board has reviewed the information and statements set forth by the Transferor(s) in the Application Form, Locational Maps, Soils Report, and Crop Report furnished to the County Board by the Transferor(s) pursuant to 7 Pa. Code Section 138e.61, and has found that the Parcels "A-1" and "A-2" is in an agricultural security area and qualifies for the purchase of an agricultural conservation easement under the Act and Regulations.

(e) The County Board shall comply with all provisions of the Act and Regulations in reviewing and purchasing an agricultural conservation easement in Parcels "A-1" and "A-2".

ARTICLE VI

RESTRICTIONS ON USE, RIGHT TO CONTROL

6.01 Transferor acknowledges that conveyance of an perpetual agricultural conservation easement on Parcels "A-1" and "A-2" will prohibit them from developing or using Parcels "A-1" and "A-2" for any purpose other than agricultural production. Grantee or its designees or either of them, shall have the right to prevent the development or use of Parcels "A-1" and "A-2" for any purpose

other than agricultural production.

6.02 Agricultural production consists of, and is limited to, the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of the crops, livestock or livestock products if more than 50% of the processed or merchandised products are produced on Parcel "A-1" or "A-2".

Grantee or its designees or either of them, shall have the right to prevent the development or use of the Parcels "A-1" and "A-2" for any purpose other than agricultural production.

Crops, livestock and livestock products include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
 - (b) Fruits, including apples, peaches, grapes, cherries and berries;
 - (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
 - (d) Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees and flowers;
 - (e) Livestock and livestock products, cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
 - (f) Timber, wood and wood products derived from trees;
- and

(g) Aquatic plants and animals and their byproducts.

6.03 This agricultural conservation easement shall not prevent the actions permitted under Section 14.1(c)(6)(i)-(v) of the Act.

6.04 This agricultural conservation easement shall be perpetual in duration.

6.05 Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the Parcels "A-1" and "A-2" for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

ARTICLE VII

MISCELLANEOUS

Related Documents

7.01 The information and statements set forth in the Application Form, Locational Maps, Soils Report, and Crop Report, furnished by the Transferor(s) to the County Board pursuant to 7 Pa. Code Section 138e.61, and the legal description of Parcels "A-1" and "A-2" are incorporated in and made a part of this Agreement by reference thereto. Should any of the information set forth in the documents referenced in this Article VII be other than as represented in such documents, the Grantee may, at the Grantee's sole option and discretion, terminate this Agreement, waive such nonconformity, or extend the time for the closing of the exchange

set forth in this Agreement for thirty days. A waiver of a nonconformity pursuant to this Article VII must be in writing and signed by an authorized official of the Grantee. Should the Grantee choose to extend the time for the closing of the exchange pursuant to this Article, the Grantee shall Provide Transferor(s) with a written statement of the nonconformity which must be corrected prior to closing. Should Transferor(s) fail to correct such nonconformity within such thirty day period, Grantee's obligation to acquire the agricultural conservation easements set forth in this Agreement shall terminate.

Acceptance by Grantee, Funding Contingency

7.02 Upon execution by the Transferor(s) this document shall constitute an offer by the Transferor(s) to exchange an agricultural conservation easements for Parcel "B" to be acquired by Grantee. This offer shall be deemed to be accepted by the Grantee at such time as the County Board approves the acquisition of agricultural conservation easements in Parcels "A-1" and "A-2". This Agreement shall become effective only upon acceptance by the Grantee and approval and execution by all persons designated on the signature page or pages of this Agreement. The failure of the Grantee to accept and execute this Agreement shall terminate the obligations of all parties to this Agreement.

7.03 This Agreement is expressly conditioned upon the availability of funds for the purpose of funding the acquisition of the agricultural conservation easements provided for herein.

In the event that such funds are not available, Grantee's obligations under this Agreement shall terminate.

7.04 Any amendment or modification of the terms of this Agreement shall have no force or effect unless it is in writing and signed by all parties hereto.

7.05 No terms or provisions of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent to a breach shall be in writing and signed by an authorized official of the Grantee. Any waiver of a provision or consent to a breach, whether expressed or implied, shall not constitute a waiver of, or consent to, any other subsequent breach.

Assignment of Contract

7.06 Grantee may assign either its right to acquire the agricultural conservation easements on Parcels "A-1" and "A-2" or the agricultural conservation easements themselves to the State Board without the express written consent of the Transferor. Such assignment shall not affect Grantee's obligation to acquire Parcel "B" and convey or cause it to be conveyed to Transferor.

Survival of Covenants

7.07 Any of the representations, warranties, covenants and agreements of the parties as well as any rights and benefits of the parties, pertaining to a period of time following the settlement of the transactions contemplated hereby shall survive the settlement and shall not be merged therein.

Tender of Deed

7.08 Tender of an executed deed and purchase money is hereby waived.

Notice

7.09 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Transferor or Grantee as the case may be, at the address set forth opposite the signature of such party hereto.

Pennsylvania Law to Apply

7.10 This contract shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Lancaster County, Pennsylvania.

Parties Bound

7.11 This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors

and assigns where permitted by this contract.

Legal Construction

7.12 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superceded

7.13 This contract constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

7.14 Time is not of the essence of this contract. However, if either party shall default in performing any act herein required of him by the date(s) specified therefor, the other party, by written notice to him at or after such default, may fix a deferred time, not less than 14 days distant, for performance of the defaulted act, and may make performance by such deferred date "of the essence of the contract."

Gender

7.15 Words of any gender used in this contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa unless the context requires otherwise.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, the parties have set their hands and seals this _____ day of _____, 1991.

WITNESSES:

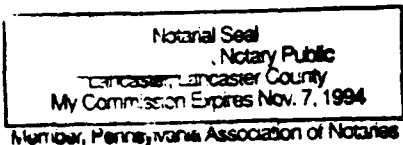
"TRANSFEROR"

_____ (SEAL)

_____ (SEAL)

Affirmed and subscribed to
before me this _____ day
of _____, 1991.

Notary Public



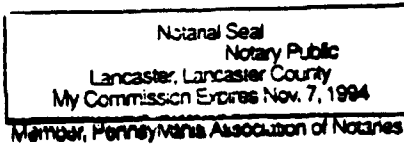
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON THIS, the ____ day of _____, 1991,
before me, the undersigned Notary Public, personally appeared

_____,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within Agreement and acknowledged that
they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, the parties have set their hands and
seals this ____ day of _____, 1991.

Notary Public



WE, THE UNDERSIGNED, respectively being the Chairman of the Lancaster County Agricultural Preserve Board and the duly elected Commissioners of the County of Lancaster, hereby approve the foregoing Contract and Agreement to Exchange.

APPROVED this _____ day of _____, 1991.

LANCASTER COUNTY AGRICULTURAL
PRESERVE BOARD

By: _____
Chairman

LANCASTER COUNTY COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

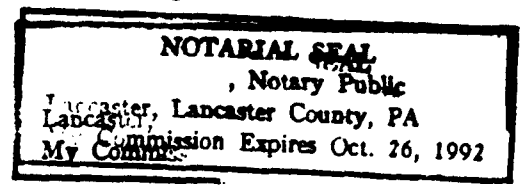
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON THIS, the _____ day of _____, 1991,
before me, the undersigned Notary Public, personally appeared

known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within Agreement and acknowledged that
they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, the parties have set their hands and
seals this _____ day of _____, 1991.

Notary Public



I hereby certify that I am the Solicitor for the County Agricultural Preserve Board of Lancaster County, Pennsylvania, that I have reviewed this Agreement and the documents referenced in the Agreement, and find that they are in the proper form and are in accordance with the laws of the Commonwealth of Pennsylvania.

By: _____

APPENDIX I:
REQUIREMENTS FOR SPECIAL PRACTICE 53 PROGRAM

INTEGRATED CROP MANAGEMENT (ICM) REQUIREMENTS

- A To be eligible for cost sharing, producers must:
- 1 Have an ICM of farming developed in writing by an approved technical expert (Federal, State or private), that reduces the nutrient and pesticide inputs that have historically been used on the land.
 - 2 Provide adequate written documentation for the consultant to be able to certify the before and after application rates and methods of application for all nutrients and pesticides.
- B ICM farming systems may be developed for producers by SCS, ES, or private consultants. Cost-sharing will be paid to producers who use private management and scouting services to follow ICM farming systems developed by the private consultants only if the consultants have been certified by STC as having the necessary skills to implement the program. Use the following guidelines to evaluate the qualifications of candidates for ICM consultants:
- 1 An individual must possess a minimum of 30 college credit hours in soils, agronomy, plant physiology, plant pathology, horticulture, entomology, or weed science and a general knowledge of agricultural production practices.
 - 2 In addition, the consultant must demonstrate significant experience in ICM or additional specific training in designing and implementing ICM systems.
 - 3 Private consultants that are affiliated or have a vested interest with the sales of agricultural chemicals or agricultural products, that could derive some financial gain from the practice, will not be certified.
- C The practice may not be approved for a County unless it can be ensured that qualified technical resources will be available.
- D SP53, as a demonstration practice, will be limited to a maximum of five counties per State and 20 farms per county. The 20 farms chosen to demonstrate the effectiveness of the ICM practice should reflect a cross section of the types of farming activities within the county.

- E Cost-sharing for following an ICM plan is limited to 1 3-year LTA with the same person.
- F Technical responsibility for AD-862 shall be given to the agency that develops the ICM system. If a private consultant is used, ASCS will have technical responsibility. ACP-313 shall be used to gather data and shall be filled out by the person developing and assisting the producer with the ICM system. ACP-313 shall be submitted to CEPD through the State and Area Offices.
- G Use the following technical practice codes to complete AD-862's:
- 1 680, Nutrient Management.
 - 2 685, Pest Management
- H The following provisions may be included in the ICM farming systems:
- 1 Pest management activities including field scouting, crop rotations, biological pest control services, ridge-till, and planting host-crops.
 - 2 Fertilizer management activities including soil testing, manure testing, grasses and legumes in rotation, cover and green manure crops, and leaf tissue analysis.
 - 3 Equipment needed to implement practices in the ICM farming system that is not ordinarily used on farms similar to the type requesting cost-sharing.
 - 4 Other crop management practices needed to fulfill an ICM system.
- I Producers must request cost-share assistance at least 30 days before planting.

- J Payments shall be made no sooner than 30 days after harvest of the crop on which the practice was applied.
- 1 If the ICM plan covers both spring- and fall-seeded crops:
 - a A partial payment of up to 50 percent may be made after the harvest of the spring-planted crops.
 - b Final payment will be made 30 days after the harvest of the fall-seeded crops.
 - 2 Payments shall be made each year the producer follows the ICM system.
- K Cost-sharing will be paid only if the producer uses the ICM farming system.
- L The ICM system must target a reduction in pesticide or nutrient applications on the land of at least 20 percent.

**APPENDIX J:
WETLANDS RESERVE PROGRAM EASEMENT FORM**

ASCS-897
(06-08-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

**WETLANDS RESERVE PROGRAM
EASEMENT**

THIS EASEMENT is made this _____ day of _____, 199__, by and between

whose address is _____
(Landowner), and the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an agency of the United States Department of Agriculture. The Landowner and ASCS are jointly referred to as the "Parties".

This conveyance is in conjunction with Wetlands Reserve Program (WRP) contract number _____, in the County (Borough or Parish) of _____, State of _____.

FOR AND IN CONSIDERATION of the above referenced WRP easement, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to ASCS all right, title and interest in the property described in Part II, Paragraph A, including appurtenant rights of access described in Part II, Paragraph E. Those rights specified in Part III, Paragraph D are reserved to the landowner for the duration of the easement specified in Part II, Paragraph D, of this document. By this easement, the Landowner covenants compliance with the terms and conditions enumerated for the use of lands described in this document, and will refrain from any activity not specifically allowed or inconsistent with the purposes of this easement or with the exercise of the rights granted to ASCS or its representatives.

PART I - PURPOSE AND AUTHORITY

- A. Purpose. The purpose of this easement is to restore, protect and maintain the functional values of wetlands and other eligible lands for wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. The details of how this is to be accomplished are provided in the Wetlands Reserve Plan of Operation (WRPO) developed for the easement area. Summary of the WRPO is attached and such summary is incorporated by reference as a part of this easement.
- B. Authority. Food Security Act of 1985, as amended (16 U.S.C. 3801 et. seq.).

PART II - PROPERTY DESCRIPTION

- A. Easement Area. The property encumbered by this Wetlands Reserve Program easement is described as follows: [Provide a legal description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]

B. In addition, the Landowner agrees to refrain from engaging in the following activities on land owned by the Landowner:
[Insert "NONE" unless otherwise specified by ASCS]

C. Definitions. For purposes of this easement:

1. "Easement Area" means the land on which the approved practices are required. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in Exhibit A. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person who has title to the easement area. "Landowner" shall also include such person's heirs, successors and assigns.
4. Wetlands Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for the Wetlands Reserve Program contract referenced above. The WRPO is available for inspection at the County ASCS Office in the county identified above.

D. Duration of Easement.

1. This easement shall continue in perpetuity unless D 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on _____ . Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

- E. Access. The Landowner grants to the ASCS and its representative, a right of access to the easement area. Such access shall be for any purposes ASCS or its representative determines necessary to ensure compliance with the WRPO and the easement. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs resulting from access establishment and maintenance shall be borne by the Landowner. ASCS will pay the fair market value of a planted crop destroyed because of ASCS exercising its right of access to the easement area. The landowner is free to locate and relocate the place of access as the landowner deems desirable, provided that such location is sufficient to provide reasonable access to the easement area.

PART III - COVENANTS BY THE LANDOWNER

- A. Title. The Landowner covenants that the Landowner is vested with good title to the easement area and will warrant and defend unto ASCS the same against all claims and demands including, but not limited to, claims and demands against ASCS' quiet and peaceable use and enjoyment of the easement area and the right of access granted herein.
- B. Easement Practices.
1. Compliance. The Landowner shall comply with all easement practices specified in the WRPO. In the event of a conflict or ambiguity between the WRPO or this easement, the provisions of this easement shall prevail.
 2. Costs Incurred in Implementing the WRPO. All costs involved in the implementation of the WRPO and the right of access granted to ASCS and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with the easement area, including taxes, be the responsibility of the Landowner.
 3. ASCS Rights to Inspect Property and Perform Work on the Property. By this easement, ASCS and its authorized representatives have a right of access to the easement area, including but not limited to, the right to inspect the easement area, and, if necessary, the right to perform measures necessary to maintain the easement practices specified in the attached WRPO summary.
- C. ASCS Rights Run with the Land and Bind the Landowner's Successors. The rights granted to ASCS in this easement run with the land and shall be superior to the rights of all others in the easement area. All obligations of the Landowner under this easement shall also bind the Landowner's heirs, successors, and assigns.
- D. Use of the Easement Area. The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations. When specified in the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.
- E. Violations. If there is any failure to comply with the provisions of this easement and the WRPO; to provide access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, ASCS, or its authorized representative, may enter onto the property to perform the necessary work, seek specific performance, or seek any other legal remedy provided by law. All expenses incurred by the United States of America (including any legal fees or attorney fees) thereby incurred shall be assessed against the Landowner.
- F. Prohibitions. No action shall be taken on the easement area by the Landowner, the landowner's representative, heirs, successors or assigns, unless such action is in accordance with the WRPO, this easement, and the WRP regulations. Generally, unless specified in the attached WRPO Summary, such prohibitions include, but are not limited to the following:
1. No structures may be built.
 2. No agricultural commodities may be planted for harvest.

- 3. No alteration of the hydrology on the easement area may be done.
- 4. No alteration of the wildlife habitat or other natural land features of the easement area may be done.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

Grantor(s) } _____
 } _____
 }

(Acknowledgment in accordance with State or Local Practice)

Reproduce locally. Include form number and date on reproductions.

ASCS-898A

(5-19-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

LANDOWNER CERTIFICATION OF LIENS
Wetlands Reserve Program

On the _____ day of _____, 199____, the undersigned landowners certify under penalty of perjury in accordance with 28 U.S.C. 1746 that:

- (1) They are the current owners of the land subject to Wetlands Reserve Program (WRP) contract number _____ (the WRP contract);
- (2) All mortgages, rights of way, liens and other encumbrances on land subject to the WRP contract, known to the producer, are as follows:

(3) They will notify Agricultural Stabilization and Conservation Service (ASCS) of any other mortgages, rights of way, liens or encumbrances which are placed on the land subject to the WRP contract after execution of this certification. The landowners understand that this duty to notify ASCS will terminate upon filing of the WRP easement between the landowners and ASCS as specified in the WRP contract; and

(4) Provide to ASCS a true and correct copy of the latest deed for the land subject to the WRP contract.

The following landowners, by entering their signature, certify that the above statements are true and accurate, and if it is otherwise determined these are not true and accurate statements, the landowners forfeit all rights to any payments under the contract, and may be subject to criminal and civil action.

LANDOWNER(S)

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, natural origin, age, sex, marital status, or disability.

ASCS-899
(06-08-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

**WETLANDS RESERVE PROGRAM
EASEMENT CERTIFICATION**

The undersigned, _____ (Title Examiner) states that they have been, through this date, engaged full-time for at least twelve-months in the business of examining land titles and related matters with respect to land, including land in _____ County (Borough or Parish), State of _____. The Title Examiner states, understanding that such representations will be relied upon by the Agricultural Stabilization and Conservation Service (ASCS) of the United States Department of Agriculture (USDA) to make substantial payments with respect to the Wetlands Reserve Program (WRP) that:

1. Nature of the Easement. It is understood with respect to the easement area described below, and the WRP contract number _____, that the contract calls for the recordation of an easement, as specified in the ASCS-897, Wetlands Reserve Program Easement, and the Wetlands Reserve Plan of Operations (WRPO). Also, the required easement will contain a right of access in favor of ASCS to the easement area. These rights will run with the land and are intended to be superior to the rights of all others for the full easement period.
 - A. Easement Area. Attached is a description of the easement area and copies of photograph(s) or plat(s) showing the location of the easement area as provided by the landowner or the County ASCS Office for use in completing the final easement form.
 - B. Farm Containing the Easement Area. Attached is a copy of the deed granting full title to the current landowner for the farm.
2. Preparation of Easement Deed. Attached, also, is ASCS-897, WETLANDS RESERVE PROGRAM EASEMENT (Easement) and the Wetlands Reserve Plan of Operations prepared for this easement area. The Title Examiner has prepared the legal description for the easement.
3. Subordinations and Limited Lien Waivers. The Title Examiner understands that the scope of the title examination necessary is set forth in the letter from ASCS to the landowner indicating that the landowner's WRP bid has been accepted. The Title Examiner states that the Title Examiner has conducted a title examination of the easement area and the farm containing the easement area. Such examination was conducted on _____.

A list of those interests which were found on such examination include:

 - A. [List all those recorded debt-related interests on the easement area and the farm, for which a Subordination Agreement and Limited Lien Waiver need be obtained. If specified in the letter from ASCS to the landowner indicating that the landowner's WRP bid has been accepted, title insurance with respect to the easement area must be obtained by the landowner on behalf of ASCS. Accordingly, the scope of the title examination shall be limited to the extent necessary taking into consideration the existence of such insurance.]

- B. [List those non-debt related interests of a State or local government or of a public utility.

For all interests listed in Paragraph 3 A and Paragraph 3 B, the date of the encumbrance, the nature of the encumbrance, the dollar amount of the encumbrance, and the person holding the encumbrance must be set out and it is understood that with respect to the interests set out in Paragraph 3 A, ASCS-898, Subordination Agreement and Limited Lien Waiver, must be obtained before the required easement certification involved in this matter may be submitted.

ASCS-898, Subordination Agreement And Limited Lien Waiver Easement. The Title Examiner states that from each of the parties listed in Paragraph 3 A, a signed ASCS-898, Subordination Agreement and Limited Lien Waiver, has been obtained. The Title Examiner states, based upon the previously referred to title examination and taking into account the existence of any applicable title insurance policy, that upon filing of the Deed and the attached signed subordinations and limited lien waivers, the ASCS easement interest and ability to make WRP payments with respect to the property would be superior to those interests of all parties except those listed in Paragraph 3 B. Those interests indicated in Paragraph 3 B may only be those non-debt-related interests of a State or local government or public utility that would not prevent, in the opinion of the Title Examiner, the establishment or maintenance of the easement practice or right of access.

4. Fees. Except as otherwise may be agreed by ASCS in writing, all costs of the Title Examiner and all recordation and other fees associated with the creation and filing of the easement shall be the responsibility of the persons seeking participation in the WRP on the land and shall not be the responsibility of ASCS; however, ASCS will reimburse the landowner for these costs which ASCS determines to be fair and reasonable costs.
5. Review by ASCS and Filing of Easement and Related Documents. This Easement Certification and all attachments will be reviewed by the ASCS County Executive Director (CED) for the county where the land is located. If the Title Examiner has secured all necessary Subordination And Limited Lien Waiver documents, and the certification is approved by the CED, the Title Examiner will file, in the appropriate land records (such as will give legal notice to all), the completed easement unchanged (except for the addition of signatures). The Title Examiner shall also file together with the easement all accompanying documents as may be needed to create the intended interest in ASCS, superior to the rights of all others. The easement may be modified only as needed to satisfy local filing requirements. Upon the filing of the records provided for herein, the Title Examiner shall complete the last page of this document, Certificate of Filing of Easement and return to ASCS with copies of all documents filed in the local land records in this connection with the ASCS office which approved this certification. Those documents which must be filed are those which are needed to create the superiority of interest for ASCS referred to and specified in Paragraph 3. In the event that upon the time for filing it is discovered that new interests have been filed with

respect to the property that are not shown in Paragraph 3, Paragraph 3 shall be revised accordingly and this ASCS-899, Easement Certification, shall be re-executed and submitted for further review by ASCS.

Signature of Title Examiner:	Date:
Print Name:	Telephone No.:
Business Address:	

Approval - ASCS County Executive Director Signature:	Date:
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CERTIFICATE OF FILING OF EASEMENT

- A. Certification. The undersigned Title Examiner certifies that the attached ASCS-897, Wetlands Reserve Program Easement, and all necessary documents needed to create a superior interest in the matter of the easement in favor of ASCS were filed (with all charges and fees paid) on _____ in the appropriate local or state land records so as to give notice to all of the ASCS interest. Except as specified in Paragraph B of this Certification, as of the time of the filing on _____, there were no recorded interests superior to those of ASCS as regards the easement other than those listed in paragraph 3 B of the ASCS-899, Easement Certification. Those interests indicated in Paragraph 3 B of ASCS-899, are non-debt-related interests of a State or local government or of a public utility which would not, in the opinion of the Title Examiner, prevent the maintenance or reestablishment of the easement practice or right of access involved. The Title Examiner states that there are no recorded interests in the property other than those shown on the ASCS-899.
- B. Additional Interests Discovered. If the Title Examiner found at the time that the filing of the easement was to be made, that there were additional interests on, or with respect to, the property, it is understood that a revised ASCS-899, Easement Certification, must be prepared and reviewed by ASCS before filing which shows those additional interests and an additional Subordination and Limited Lien Waiver must be obtained for each such interest to the extent required.
- C. Attachments. Copies of all documents filed by the Title Examiner in the land records in connection with this easement referred to in this Certificate of Filing of Easement are attached, and, in signing below, the Title Examiner reiterates and confirms the certification made in this Certificate of Filing of Easement which has previously been submitted to the ASCS; that is, in the opinion of the Title Examiner, ASCS' interest in the easement is superior to the rights of all others except those identified in Paragraph 3 B of the ASCS-899, Easement Certification, and that there is no recorded interest in the land records for the property which would, in the opinion of the Title Examiner inhibit the ability of ASCS to make payments with respect to the land.

Signature of Title Examiner:	Date:
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Reproduce Locally. Include form number and date on all reproductions.

ASCS-898
(06-08-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

**SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER
EASEMENT**

This Subordination Agreement and Limited Lien Waiver Easement, effective _____, is signed by _____ (indicate person signing this document or party on whose behalf the document is signed) ("Subordinated Party") who hereby grants, to the extent specified in Part II of this document, the following Subordination and Limited Lien Waiver to the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an instrumentality of the United States. The easement area as described below is encumbered with a Wetlands Reserve Program (WRP) easement as described in the attached easement form (ASCS-897) and Wetland Reserve Plan of Operations summary which is incorporated as a part of such form and includes a grant to the ASCS of a right of access to the easement area.

The easement area is located in the County (Borough or Parish) of _____ and State of _____ and identified as follows:

Easement Area. The property encumbered by the Wetlands Reserve Program easement is described as follows: [Provide a legal description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]

PART I - GENERAL TERMS

- A. Authority. This Subordination and Limited Lien Waiver is acquired by ASCS under the authority of the Food Security Act of 1985 as amended (16 U.S.C. 3801 et. seq.).
- B. Purposes. This Subordination and Limited Lien Waiver is acquired by the ASCS in connection with the acquisition by the ASCS of an easement in connection with WRP Contract Number _____.

C. Duration Of Easement And This Subordination And Limited Lien Waiver.

1. This easement shall continue in perpetuity unless C 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on _____ . Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

PART II - SUBORDINATION AND LIMITED LIEN WAIVER

The Subordinating Party: (1) subordinates the Subordinated Party's interest in the easement area to the interest of the ASCS as described herein, and as conveyed in ASCS-897, Wetlands Reserve Program Easement for the property and acknowledges that the farm which contains the easement area is burdened by the right of access in favor of ASCS granted in connection with such easement; provided further that it is agreed that the right of access granted by the easement in favor of the ASCS shall be superior to any rights of the Subordinating Party and its heirs, assigns and successors; (2) subordinates the Subordinated Party's interest in the easement area to the purposes of the WRP, and the easement practices described in the ASCS-897, Wetlands Reserve Program Easement, and any attachments filed with such easement; and (3) agrees that ASCS may make payments in connection with the WRP contract without regard to any lien or claim that the Subordinating Party may have with respect to any person with an interest in the easement area, unless an assignment of such payment has been made to the Subordinating Party on a form approved by ASCS.

This Subordination and Waiver: (1) binds the Subordinating Party and its heirs, assigns and successors with respect to the interests that the Subordinating Party and such other persons have, or may have, in the property or against any person having an interest in the property; and (2) inures in favor of ASCS and ASCS' assigns and/or successors of any kind.

Signature of Authorized Representative of Subordinating Party

Date

Title

IN WITNESS WHEREOF, the Subordinating Party hereunto sets hand(s) and seal(s) on this _____ day of _____.

**APPENDIX K:
FEDERAL LOAN APPLICATION**

Steps for Preparing Application for FmHA Services

Step 1 Get All of Your Records Together

Applicants must provide their taxpayer's identification number with their applications. The taxpayer's identification number for individuals who are not business applicants is the social security number. There will be only one applicant. If a husband and wife insist on applying as co-applicants for a farmer program loan and the farming operation is a sole proprietorship, they will be considered a joint operation type entity as set out in FmHA loan making regulations and they both must to meet the eligibility requirements applicable to the joint operation.

Applicants will be required to provide information concerning a co-signer, spouse or former spouse, who will not be a co-signer, or who is not a member of the household, when the applicant is relying on the co-signer, alimony, child support, separate maintenance from that spouse or former spouse as a basis for repayment of debt.

Some of the records you may need are:

- financial records for the past five years. Income tax records may be used along with any other financial records.
- five years of production and expense history
- legal description of your owned farm, real estate property and/or a copy of your lease, including the legal description of all rented cropland whichever is applicable.
- name and address and unpaid balances of all creditors.

Step 2 Get Any Forms or Regulations You Need

The FmHA County Office will mail forms and copies of the FmHA rules upon request.

Step 3 Getting Legal Help

The legal requirements for these loan programs can be complicated. You may need help to understand them. You may want to ask an attorney to help you. If you cannot get an attorney, there are organizations that give free or low-cost advice to farmers. Ask your State Department of Agriculture or the USDA Extension Service what services are available to your State.

Step 4 Sign and Date Your Application

Your spouse must sign if a co-applicant for a farmer program loan.

Step 5 Attach All Required Forms and Related Application Information.

If you need more space on forms attach separate sheets. Use the same format as the printed forms. Please use sheets that are the same size as the forms provided. Be sure to put your name, date and social security number on the sheets and attach them at the end of the application.

Form FmHA 410-1
(Rev. 3-89)

APPLICATION FOR FmHA SERVICES

GENERAL INFORMATION: The "Application for FmHA Services" is to provide information needed to analyze the loan request. Tear at perforations for ease in use, or if additional financial statements are required for members of entities.

FmHA USE ONLY
 INSURED
 GUARANTEED

1a. NAME: (Show official name without abbreviations unless the abbreviation is a part of the official name. For individual partnership or joint operation, show name(s) followed by d/b/a and trade name used, if any, and attach a copy of any partnership agreement.) A husband and wife who want to apply for a loan together will be considered a joint operation. Either a husband or wife can apply as an individual.

Social Security No. or Tax ID No.

APPLICANT:

1b. Have you conducted business under another name or Farm name during the last five (5) years? If so, please indicate names

Street	City	County
State	Zip Code	Telephone Number

2. Ages of persons in household	Applicant	Spouse	Others
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3. Marital Status Married Separated Unmarried (including single, divorced and widowed)

4. VETERAN – For individual indicate if veteran <input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes" indicate service from _____ to _____	Branch
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5. **CITIZENSHIP** – Are you a United States citizen? Yes No
 For entity applicants, is each member of the entity a U.S. citizen? Yes No
 If "no", please give the names of each owner who is not a citizen and the percentage of ownership of each owner.

6. **RECEIVERSHIP - BANKRUPTCY** – Has the applicant or any member of the proposed entity ever been in receivership, been discharged in bankruptcy, or filed a petition for reorganization in bankruptcy? Yes No
 If "yes" give names, dates and details. Use item 20 if necessary.

a. Have you or any member of an entity applicant obtained a loan or guarantee from Farmers Home Administration? Yes No
 b. If "Yes", was the loan paid in full? Yes No
 c. Was the loan debt settled or were you ever released from personal liability as part of a debt settlement action? Yes No N/A
 d. If a guaranteed loan, did the government pay the lender a loss claim? Yes No Do not know
 e. Are you delinquent on any Federal debt? Yes No (If "Yes" explain in Item 20)
 (Examples of debts include delinquent taxes, ASCS loans, education loans, etc.)

7. **MANAGEMENT** – (Corporations, Cooperatives, Partnerships and Joint Operators Only) Enter names, addresses and Social Security numbers of (1) all owners, partners, key officers, directors, or stockholders and their annual compensation, including salaries, fees, withdrawals, etc.; (2) hired manager, and (3) all other stockholders having an interest in the applicant. Personal guarantees from all stockholders or owners having an interest in a corporation, all members of a cooperative, all partners of partnerships and all members of a joint operation will be required. Final determinations will be made by the FmHA. Attach, in the case of personal guarantee, current financial statements not over 60 days old at time of filing, and for any corporate guarantee, current financial statements not over 90 days old at time of filing and certified by an officer of the corporation. Additional updated financial statements may be required depending on processing time.

Name (a)	Position or Title (b)	Annual Compensation \$ (c)	% Ownership (d)	Outside Net Worth \$ (e)	Other Income \$ (f)	Insurance Carried For Benefit of Applicant (g)

Public reporting burden for this collection of information is estimated to average 1 hour 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0056), Washington, D.C. 20503.

8. THE FARM OR RESIDENCE IS MILES _____	(DIRECTION) _____	FROM (TOWN) _____	ON ROAD _____
IT ADJOINS THE PROPERTY OF _____			
9. ARE YOU FARMING OR RANCHING NOW? <input type="checkbox"/> YES <input type="checkbox"/> NO	9a. IF NOT, WHEN DID YOU LAST OPERATE A FARM? _____ 19____	9b. NUMBER OF YEARS EXPERIENCE OPERATING A FARM	
10. DO YOU OWN OR RENT FARM YOU PLAN TO OPERATE <input type="checkbox"/> OWN & <input type="checkbox"/> RENT <input type="checkbox"/> RENT <input type="checkbox"/> OWN	TOTAL ACRES OWNED _____	(LAST YR.) _____ (NEXT YR.) _____	TOTAL ACRES RENTED _____
DO YOU LIVE ON FARM YOU PLAN TO OPERATE? <input type="checkbox"/> YES <input type="checkbox"/> NO	CROP ACRES OWNED _____	(LAST YR.) _____ (NEXT YR.) _____	CROP ACRES RENTED _____
IF "YES", HOW LONG HAVE YOU LIVED ON THIS FARM? _____ YRS			
11. IF YOU RENT OR PLAN TO RENT COMPLETE THE FOLLOWING: (Use Item 20 if necessary)			
Landlord Name _____	Address _____	Crop Acres Rented _____	Terms and Length of Lease (e.g. cash/share and amount) _____
12. NAME AND ADDRESS OF BANK WITH WHICH YOU LAST HAD A <input type="checkbox"/> CHECKING OR SAVINGS ACCOUNT <input type="checkbox"/> LOAN ACCOUNT			
13. NAME AND ADDRESS OF EMPLOYER(S)		NUMBER OF YEARS WITH EMPLOYER (APPLICANT(S)) _____	INCOME LAST YEAR (if any) (APPLICANT(S)) _____
14. TOTAL CASH INCOME LAST YEAR: Livestock and livestock products sold _____ \$ _____ Crops sold _____ Other farm income _____ Nonfarm income (SALARY, PENSIONS, DIVIDENDS, RENTS, ETC.) _____ TOTAL \$ _____		15. TOTAL CASH EXPENSES LAST YEAR: Family Living _____ \$ _____ Farm operating (excluding interest) _____ Interest paid _____ Nonfarm operating _____ Personal real estate and income taxes paid _____ \$ _____ Other _____ (CAPITAL GOODS PURCHASED AND PRINCIPAL PAYMENTS MADE) _____ TOTAL EXPENSE _____	
16. SOURCE AND USE OF FUNDS: Loan funds will be used for the following purposes in the following amounts:			
AMOUNT OF LOAN REQUESTED \$ _____			
OPERATING PURPOSES			
OPERATING EXPENSES			
(a) Family Living Expenses _____			
(b) Crop Production Expense _____			
(c) Livestock Production Expense _____			
(d) Capital Purposes (Equipment, Livestock) _____			
(e) Refinance Debts _____			
(f) Real Estate Improvements (up to \$15,000) _____			
(g) Loan Fees and Expenses _____			
(h) Other Authorized Operating Purposes (describe in detail) _____			
REAL ESTATE PURPOSES			
(a) Purchase Real Estate _____			
(b) Real Estate Development _____			
(c) Construction of Buildings _____			
(d) Refinance Debts _____			
(e) Loan Fees and Expenses _____			
(f) Other (describe in detail) _____			

17. FINANCIAL STATEMENT AS OF DATE OF APPLICATION

(Show property owned and debts owed by applicant)

LIST ALL PROPERTY OWNED				LIST ALL DEBTS OWED			
CURRENT FARM ASSETS				CURRENT FARM LIABILITIES			
\$ VALUE				\$ AMOUNT			
Cash: Savings: (\$) Checking: (\$)				Accounts and Notes Payable (Creditor & Due Date) Past Due			
Other Invest: (Time Cert \$) (Other \$)							
Accounts and Notes Receivable							
Crops and Feed							
	Units	Value Per Unit					
Livestock to be sold							
	Units	Units Weight	Value Per Unit				
				CCC Loan: (Security) (Due Date)			
				Current Portion of Principal Due on:			
				Intermediate Liabilities			
				Long Term Liabilities			
Growing crops							
	Acres		Cost/Acre				
				Accrued Interest on:			
				Accounts and Notes Payable			
				Intermediate Liabilities			
				Long Term Liabilities			
Supplies & Prepaid Expenses				Accrued Taxes			
Leases				Income Tax & Social Security			
Other				Other (judgments, liens, etc.)			
				Accrued Rent/Lease Payments			
TOTAL CURRENT FARM ASSETS				TOTAL CURRENT FARM LIABILITIES			
INTERMEDIATE FARM ASSETS				INTERMEDIATE FARM LIABILITIES (portion due beyond 12 months)			
Accounts & Notes Receivable beyond 12 months				Creditor			
	Units	Value Per Unit			Due Date	Int. Rate	Amount Delinquent
Machinery, Equipment, Vehicles							
Cash Value, Life Ins. (Face Amt. \$)				CCC Grain Reserve			
CCC Grain Reserve: (Qty.) (Value/Unit)				Facilities Pmt. \$			
Coop Stock				Loan Secured by Life Insurance			
Other				Other			
TOTAL INTERMEDIATE FARM ASSETS				TOTAL INTERMEDIATE FARM LIABILITIES			
LONG TERM FARM ASSETS (Farm Real Estate)				LONG TERM FARM LIABILITIES (portions due beyond 12 months)			
Total Acres	Date Purchased	Cost		Creditor			
					Due Date	Int. Rate	Amount Delinquent
Coop Stock							
Equity in Partnerships/Corporations/Joint Operations/Cooperatives							
Other				Other			
TOTAL LONG TERM FARM ASSETS				TOTAL LONG TERM FARM LIABILITIES			
TOTAL FARM ASSETS				TOTAL FARM LIABILITIES			

FINANCIAL STATEMENT (continued)

NONFARM ASSETS	\$ VALUE	NONFARM LIABILITIES				\$ AMOUNT
Real Estate		Nonfarm accounts payable				
Car, Recreational Vehicles, etc.						
Household goods						
Cash value of Life Insurance						
Stocks, bonds, and other						
Nonfarm Business		Nonfarm notes payable:				
		Name of Creditor	Due Date	Interest Rate	Annual Instal.	Principal Balance
		TOTAL NONFARM LIABILITIES				▶
		TOTAL LIABILITIES				▶
		NET WORTH				▶
TOTAL NONFARM ASSETS	▶	NET WORTH				▶
TOTAL ASSETS	▶	TOTAL LIABILITIES AND NET WORTH				▶

18. Have you or any member, stockholder, partner or joint operator entity applicant been convicted under Federal or State law of planting, cultivating, growing, producing, harvesting or storing a controlled substance since December 23, 1985? Yes No
If yes, please provide date of conviction and details on a separate sheet.

19. I am unable to provide the needed items on my own account, and I am unable to obtain the necessary credit for such items from other sources upon terms and conditions which I can reasonably fulfill, including a Loan Guarantee (for an insured applicant), without a Loan Guarantee (for a guaranteed applicant). I certify that the statements made by me in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith to obtain a loan. I understand that the 60 day prompt approval period will not begin until a complete application has been filed.

WARNING: Section 1001 of Title 18, United States Code Provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies, conceals or covers up... a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both."

(Date)

(Signature of Applicant)

20. **ADDITIONAL SPACE FOR ANSWERS:** (Write the number to which each answer applies. If you need more space, use sheets of paper the same size of this page. On each sheet write applicant's name.)

21. VOLUNTARY INFORMATION FOR MONITORING PURPOSES

The following information is requested by the Federal Government in order to monitor FmHA's compliance with federal laws prohibiting discrimination against loan applicants on the basis of race, color, national origin, religion, sex, marital status, handicapped condition or age (provided that the applicant has the capacity to enter into a binding contract). You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, FmHA is required to note the race/national origin and sex of individual applicants on the basis of visual observation or surname.

APPLICANT						SEX
RACE/NATIONAL ORIGIN (Not of Hispanic origin)						<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
<input type="checkbox"/> WHITE	<input type="checkbox"/> BLACK	<input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE	<input type="checkbox"/> HISPANIC	<input type="checkbox"/> ASIAN OR PACIFIC ISLANDER	<input type="checkbox"/> OTHER (Specify)	

APPENDIX L:

1. SAMPLE FOREST STEWARDSHIP MANAGEMENT PLAN
2. FOREST STEWARDSHIP MANAGEMENT PLAN: PLAN DEVELOPMENT PROCEDURES

FOREST STEWARDSHIP MANAGEMENT PLAN PLAN DEVELOPMENT PROCEDURES

A forest stewardship management plan is a multiple-use document which contains strategies for managing each of the resource components on the landowner's property over a five-year period. Resource specialists from each of the administering agencies and the private sector contribute their input to the plan. All forested property, plus any improved land which is scheduled for treatment in the immediate future is included.

If the landowner already has a plan which has been developed by a professional resource manager, the stewardship plan can serve as a supplement which contains recommendations for the additional resource elements. The following are essential components for all plans.

Signature Page

All local administering agency representatives who have contributed to the plan sign this page to signify the integrated nature of the plan and agreement on its content. Private sector professionals who contribute also sign the plan, as does the landowner. Whenever possible, plans are also reviewed by the county SWCD committee.

Location

This includes the size of the property, its section, township and range, and reference to the closest town and major highways.

Management Objectives

The landowner's management objectives for the property as a whole are summarized in a short paragraph. The primary management objective is identified; previous management history and any unique features are also noted.

Summary of Management Strategies

General strategy for management of each resource element is summarized in a short paragraph. Ongoing management activities are briefly noted. These paragraphs should contain the following information.

Timber — Target rotation age, opportunities for improving timber growth and general strategies and goals considering the overall objectives.

Wildlife — Featured species, presence of listed species, desirable habitat types, opportunities for improving desirable habitat and general strategies and goals, considering the overall objectives.

Soil and Water — Description of existing soil types, their potential productivity and limitations for various uses, wetlands or other site-sensitive areas, existing erosion problems and general strategies for conserving or restoring soil productivity and water quality.

Recreation — Identification of existing recreational facilities, present and potential uses and general strategies for enhancing the landowner's desired uses, including environmental safeguards.

Aesthetics — Identification of areas which are unique from a scenic, vegetational, geological or historical standpoint, plus smoke-sensitive areas. Also, strategies and goals for enhancing these amenities.

Grazing — Target and potential level of use, present forage conditions, opportunities for conserving forage, maintaining environmental values and increasing production and general strategies and goals, considering the overall objectives.

Stand Descriptions

These shall be completed as follows:

- a. Stands can be grouped according to the USDA Soil Conservation Service publication 26 Ecological Communities of Florida unless they happen to be planted pine or cleared areas.
- b. The number of stands should be kept to a minimum. Areas of similar vegetation type and age which occur in different parts of the property should be considered as one stand. If one area of the stand is to receive special consideration, it can be referred to by an identifier label (example, Stand 3a or c*).
- c. Age classes of the same tree species or community type can be grouped into similar stands as follows:
 - Premerchantable (age 0-10)
 - Intermediate sized (ages 10-20)
 - Merchantable (ages 20-30)
 - Mature (ages 30 and up)
- d. Vegetation in each stand should be described in a qualitative manner. This includes community type, specific overstory and understory species present, age, density, evidence of fire or pest damage, previous management and other information which can be discerned by visual inspection and by talking to the landowner.

Stands targeted for active timber management should also include approximate basal area, size class and site index or site quality.

- e. The SCS conservationist will identify wetlands existing on the property and provide strategies for maintaining them.

SCS will also provide a list of threatened and endangered flora and fauna which are known to exist in the immediate area. The GFC biologist will evaluate their potential to exist on the property and provide strategies to perpetuate their existence.

Stand Management Strategies

Stand management strategies should include activities which are to be performed over the following five-year period. These activities should be designed to correspond with the landowner's objectives. Reforestation activities should list general recommendations for site preparation, tree species and planting spacing or configuration.

Opportunities for landowners to use the services of the private sector should be clearly identified. These include timber appraisals, marketing, controlled burning and vendor services. Absentee landowners, particularly those who own large tracts should be encouraged to use consultants.

Summary of Vegetation Types

This gives a one-page breakdown of the percentage of the property which is occupied by the various vegetation communities. See page C-11 for an example.

Timetable of Treatments

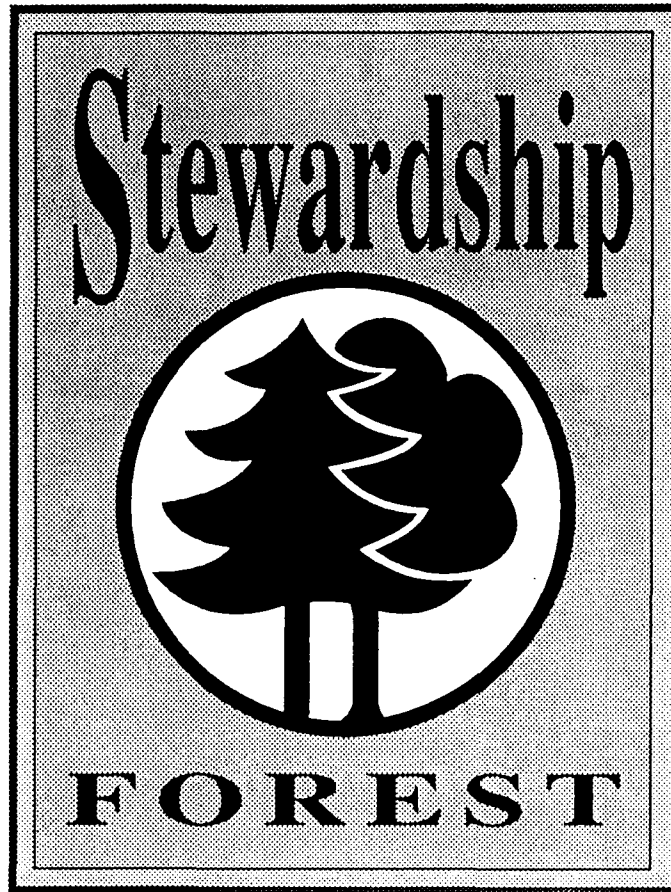
Treatments which are to be performed over the following five-year period are summarized by stand. An approximate time of treatment (for example, 1993-95) can be specified, where appropriate. Annual maintenance treatments are also listed, including the season of the year to be performed.

Stand Map

The stand map shall include the following:

- a. North arrow.
- b. Property boundaries.
- c. Closest section corner(s).
- d. Access roads leading into the property, with direction and distance to the nearest town.
- e. Roads or trails within the property.
- f. Fixed improvements within the property.
- g. Bodies of water within or adjacent to the property.
- h. The landowner's name, preparer's name and date prepared.
- i. The scale of the map, which is to be no less than 1":1320'.
- j. Clearly defined stand boundaries, numbered as described below.
- k. The stand map should be either on tracing or bond paper, **not** superimposed over an aerial photograph. Cropland, improved pastures and improved facilities should be included on this map.

Forest Stewardship



Management Plan

Date

Florida Division of Forestry
Florida Game and Fresh Water Fish Commission
USDA Soil Conservation Service
University of Florida - Institute of Food and Agricultural Sciences
Private Natural Resource Consultants and Land Managers

Forest Steward Landowner's Creed

I BELIEVE the right to own land is one of the most valued rights of all Americans; and
I BELIEVE the ownership of land not only grants me the privilege of pursuing my own goals but that it also carries the responsibility of good stewardship; and

I BELIEVE that good stewardship of this country's precious natural resources is necessary to the strength and well-being of our great State and Nation; and

I BELIEVE that good stewardship of my forestlands will help provide this State's needs for forest products, for clean air and water, for healthy and thriving populations of fish and wildlife, and for forest-based recreation; and

I BELIEVE further that good stewardship of my forestlands will contribute to the natural beauty of Florida and will guard against soil erosion and the depletion of soil productivity; and

I BELIEVE that good stewardship also involves protecting my forestlands from insects, diseases, wildfires, and overgrazing.

THEREFORE, I pledge that on my forestlands I will optimize:

- ✦ SOIL AND WATER CONSERVATION
- ✦ TIMBER MANAGEMENT
- ✦ ENVIRONMENTAL ENHANCEMENT
- ✦ WILDLIFE MANAGEMENT
- ✦ AESTHETICS
- ✦ RECREATION
- ✦ DIVERSITY

Witnessed by:

As evidence of my endorsement and support of the Florida Forest Steward Program, I hereby sign this pledge.

FSC Agency Representative

Date

LOCATION

The Eubanks property is owned by Johnny Eubanks of Bristol, Florida. The property encompasses approximately 390 acres in Gadsden and Liberty Counties. The property is located in Section 7, Township 2 North, Range 6 West; and Section 12, Township 2 North, Range 7 West, approximately 7.5 miles north of Greensboro, Florida.

MANAGEMENT OBJECTIVES

The primary objective of the landowner is to maintain optimum production of timber products, while at the same time providing suitable habitat for local wildlife species. Other objectives include increasing the aesthetic value of the property and maintaining recreational opportunities such as hunting, hiking, and wildlife viewing. Management goals will be reached by using natural resource management practices which will promote good soil and water conservation.

TIMBER

Timber management is the primary goal of the landowner; however, wildlife management is also an integral part of the management goals of the property owner. Utilizing timber management practices that are beneficial to wildlife will aid in achieving this goal.

Currently, ages of pine dominated stands are fairly diverse, with ages ranging from 7-35+ years of age. Uneven aged hardwood dominated stands are also found throughout the property. Future timber harvests should be conducted to maintain species diversify, as well as the diverse age structure of timbered stands.

Young planted pines will be protected from fire by adequate firelines. Controlling woody species competition in longleaf pine stands and in older slash and loblolly pine plantations will be accomplished through prescribed burning. Burning will not only benefit pines by reducing competition but improve wildlife habitat by promoting the regeneration of beneficial wildlife foods.

Once planted pines reach merchantable size, thinning operations will be utilized to reduce competition and open the forest canopy to allow for the regeneration of beneficial wildlife forages. Thinnings will be limited to diseased, deformed, and over crowded trees.

WILDLIFE SUMMARY

As optimum timber production is the landowner's primary objective, the majority of wildlife enhancement can be achieved by timing silvicultural practices so to provide maximum benefits to wildlife. Wildlife habitat enhancement on this property will be designed to provide suitable habitats for all local game and non-game species.

Wildlife habitat management on this property will involve habitat manipulation to increase plant and animal diversity. To obtain this goal, approximately 2-5% of the property shall be maintained as permanent openings. These openings will include firelines, woods roads, food plots, and present openings. These openings will be maintained in early stages of plant succession by the use of fire, mowing, and soil disturbance such as discing.

Firelines should be maintained as wide as possible (12-20 ft.) to increase the amount of permanent openings and provide ecotones between different habitat types. Annual maintenance of permanent openings by discing and mowing should be conducted during the winter months (December-February) when soil disturbance will promote the growth of important wildlife foods such as partridge pea, ragweed, beggars-tick, croton, day flower, and golden aster; and to avoid the disturbance of ground nesting species such as turkey and quail. Food plots, and portions of firelines and transition zones can be planted to seasonal legumes and grain producing grasses to provide a supplemental food source which can be utilized by many wildlife species.

Bottomland hardwood communities should be protected from fire and left to provide food, cover, and travel corridors for wildlife. Natural water fluctuations in bottomland hardwoods should not be manipulated as it is an important factor in maintaining this vegetative type. Snags should be retained in all timbered stands at a density of 3-5 per acre to benefit cavity nesting wildlife.

Endangered and threatened species which are found in Gadsden and Liberty Counties are listed in Appendix 1. Those species which are most likely to occur on this property are highlighted. No endangered or threatened species were observed during land reconnaissance. Management practices recommended in this Stewardship Plan will be conducive to the conservation of endangered or threatened species likely to occur on this property.

RECREATION

This property has numerous recreational opportunities which include wildlife observation, hunting, and hiking. Improvements such as food plots and blind or stand construction will benefit hunting and wildlife observation activities. Maintenance of permanent openings and firelines, timber thinnings, and prescribed burning will open up forested areas to increase access and facilitate hunting, wildlife viewing, and hiking activities.

AESTHETICS

Aesthetics will be enhanced by maintaining the variety of habitats on this property. Various habitats and permanent openings will be maintained by mowing, discing, and prescribed burning. Smoke sensitive areas include Hwy. 270. Smoke management plans will be developed prior to burning to minimize impacts to sensitive areas.

SOIL AND WATER

Currently there are no significant erosion problems on this property. The soil types represented on this property will be grouped to the ecological communities in which they are found. The ecological communities represented on this property are Mixed Hardwood-Pine and Bottomland Hardwoods.

The soils of the Mixed Hardwood-Pine uplands consist of Dothan loamy sand with 2-8% slopes, Blanton sand with 5-8% slopes, Lakeland sand with 0-8% slopes, Foxworth-Hosford-Lucy soils with 8-25% slopes, Ruston loamy sand with 5-8% slopes, Ruston-Orangeburg-Lakeland complex with 12-50% slopes, and the Lakeland-Eustis-Cuthbert complex with 12-45% slopes. These soils are generally well drained, with the exception of the Blanton sand which is somewhat poorly to moderately well drained and portions of the Lakeland sand which are excessively well drained. The water table is generally at a depth of _ 42 inches of the surface. The main limitation on these soils, especially on steeper slopes, is the threat of erosion. The erosion hazard can be minimized by having mechanical treatments such as fireline construction and tree planting follow the contour. Mechanical treatments should be avoided on extremely steep (_ 12%) slopes. Droughtiness and the leaching of nutrients are additional limitations on the Lakeland sand.

The soils in the Bottomland Hardwood communities consist of Alluvial land and the Rutledge and Bibb soils, frequently flooded. These soils are poorly to very poorly drained and the water table is less than 15 inches from the surface. These soils can be subjected to brief periods of inundation as a result of flooding. Because of excessive wetness, mechanical treatments are impractical.

SPECIFIC STAND RECOMMENDATIONS

Stand 1

This stand contains 49 acres of mixed pine-hardwood uplands. The overstory is dominated by longleaf pine, loblolly pine, red oak, post oak, and black cherry. The midstory is predominantly laurel oak, red oak, black cherry, southern magnolia, and dogwood. Common understory species include sweetgum, sparkleberry, waxmyrtle, crab apple, American holly, and hawthorn. The ground cover is mostly pine straw and hardwood litter along with wiregrass, bracken fern, yellow jessamine, greenbrier, and golden aster.

A shelterwood harvest will be conducted in this stand to promote the natural regeneration of longleaf pine. This harvest should result in the retention of 25-35 mature, healthy longleaf pines per acre. During this harvest, several mast producing hardwoods such as post oak, red oak, and dogwood can be retained for wildlife. To insure timber harvests are conducted in accordance with the landowners' objectives and fair market timber values are received, a private consulting forester should be employed to mark timber and handling timber sales.

During timber harvests snags should be retained at a density of 3-5 per acre to benefit cavity nesting wildlife. These dead trees will not only provide a food source for insectivorous wildlife such as woodpeckers, but they will serve as nesting sites for cavity nesting wildlife. Most cavities in snags will initially be excavated and utilized by woodpeckers. However, in later years once these cavities are vacated by woodpeckers, they will be utilized by a wide variety of other birds and mammals as nesting sites.

In conjunction with this harvest, firelines should be created around this stand to protect it from wildfire and to contain future prescribed burns. If desired, transition zones (ecotones) between this upland stand and adjacent bottomland hardwood communities can be created and maintained as permanent openings. These ecotones should be at least 20 feet wide. Where these two habitat types converge, plant diversity will be greatest and in turn attract a greater diversity of wildlife. These transition zones can also serve as firebreaks to protect this stand, as well as the adjacent bottomland hardwoods from wildfire. Firelines and transition zones should be maintained as described in the wildlife summary.

Following this harvest, prescribed burning can be implemented in this stand. Because of fuel buildups, the initial burn should be conducted in December or January under low ambient air temperatures (≈ 60 F), moderate relative humidity (35-45%), and a moderate north wind (10-15 mph). Care should be used to avoid smoke sensitive areas such as Hwy. 270. Subsequent burns on a 3-4 year frequency may be conducted in early spring following hardwood "leaf-out" to better control hardwoods and encourage the growth of preferred browse for wildlife. Prescribed burning will not only reduce competition but recycle nutrients back into the soil. Many grasses and browse species will respond to fire with lush regrowth. This regrowth is very palatable and highly nutritious and will be utilized readily by many wildlife species.

Longleaf cone crops should be monitored each spring. Once an abundant cone crop is detected, this stand should be prescribed burned the following late summer to prepare a seedbed for the coming seed-fall. Once a satisfactory stand of longleaf seedlings become established, fire should be excluded from this stand for at least 1 year.

Longleaf pines are much more tolerant of fire than other pine species. If conditions warrant, longleaf seedlings can be burned 1-2 years following establishment to reduce competition and control brownspot disease. If longleaf pines are still in the grass stage at age 3-4, they can be burned again if competition or brownspot disease persists. When utilizing prescribed fire in longleaf pine which are in the grass stage, it is best to use a burning technique such as a strip head fire which will move through a stand at a relatively quick pace. A fast moving fire will not cause the damage to the pines terminal bud which can result from long exposure to excessive heat in a slow moving fire.

Once longleaf pines emerge from the grass stage (generally age 2-5, however longleaf can remain in the grass stage until age 7), they should not be subject to fire until they reach an average height of 6 feet. At that time, spring burns can be conducted as previously described.

Stand 2

This stand encompasses 25 acres of planted slash pines. The age of pines is 7 years. With the exception of area 2a, on the lower slopes, the growth of slash pines in this stand is poor. The overstory is dominated by slash pine, turkey oak, water oak, laurel oak, and bluejack oak. Common understory species are winged sumac, black cherry, sparkleberry, southern magnolia, wild olive, wild plum, and red bay. The ground cover is mostly hardwood litter along with blackberry, dog fennel, bluestem, bracken fern, deer moss, golden aster, bahiagrass, wiregrass, and longleaf pine.

This stand lies on the Lakeland sand soil type, which is excessively well drained and not suited for slash or loblolly pines. It is recommended that area 2a be grown to pulpwood size, clearcut, and replanted to longleaf pines; and the remainder of the stand (2b) cleared and replanted with longleaf pines as soon as possible. Although this area was planted under the Forestry Incentives Program (FIP), permis-

sion can be obtained from the County Committee through the Consolidated Farm Service Agency (formerly ASCS) to clear area 2b before the contract expires and replant under FIP or the Stewardship Incentives Program (SIP). Firelines should be created around all components of this stand to protect it from wildfire. Transition zones can be created between this stand and adjacent bottomland hardwood communities.

For reforestation efforts, area 2b can be herbicide treated in the early spring with Velpar (Hexazinone). As with any herbicide treatment, follow the manufacturer's labeled directions to insure compliance with federal and state regulations. A consulting forester can assist with this application. The herbicide application should be followed by chopping with a single drum chopper during the late summer, followed by a prescribed burn in the fall. Bareroot longleaf pine seedlings can be machine planted during the early winter (December) at a density of 726 trees per acre (6' x 10' spacing). Further recommendations for the management of this longleaf stand should follow those made in stand 1.

Area 2a should be checked by the county forester in 5 years to reassess its' condition. Once pines attain an average height of 20 feet, prescribed burning as described in stand 1 can be initiated in this stand to control hardwoods and promote the growth of pines.

Stand 3

This stand contains 18 acres of 17 year old planted loblolly pines. This stand was last thinned in 1994. The overstory is exclusively loblolly pine. The sparse understory is primarily sweetgum, and waxmyrtle. The ground cover is mostly pine straw along with rattlebox, dog fennel, and blackberry.

Prescribed burning following the recommendations outlined in stand 1 can be implemented in this stand. Prior to burning, adequate firelines should be created to contain burns and protect the stand from the threat of wildfire. This stand should be checked in 5 years by the county forester to determine if an additional thinning is warranted.

Stand 4

This stand contains 105 acres of planted loblolly and slash (4a) pines. Pines were planted in 1985. The overstory is exclusively loblolly and slash pine. Common mid- and understory species are laurel oak, water oak, wild plum, sweetgum, and southern magnolia. The ground cover is mostly pine straw and hardwood litter along with greenbrier, blackberry, golden aster, yellow jessamine, and dog fennel.

Firelines should be created around and throughout this stand to protect it from wildfire. Transition zones can be created between this stand and neighboring bottomland hardwood communities. Once pines attain an average height of 20 (slash) to 25 (loblolly) feet, prescribed burning following the recommendations outlined in stand 1 can be implemented. To maximize benefits for wildlife and facilitate burning, this stand should be divided into two burning units with each unit burned during an alternate year from the other. This stand should also be burned during an alternate year from stands 1, 2, and 3. This burning pattern will provide for varying degrees of rough throughout the property. This stand should be checked by the county forester in 2 years to determine if a thinning is necessary.

Stand 5

This stand contains 52 acres of mixed hardwood-pine uplands. The overstory is dominated by live oak, laurel oak, loblolly pine, and water oak. Common midstory species include southern magnolia, dogwood, and Florida maple. Dominant understory vegetation consists of waxmyrtle, wild olive, witch hazel, shiny blueberry, beautyberry, hawthorn, sweetleaf, American holly, and arrowwood. The ground cover is mostly hardwood litter along with spikegrass, and panicgrasses.

This stand will be managed primarily to provide food and cover for wildlife and to maintain the aesthetic beauty of the property. However, management recommendations will also promote the natural regeneration of loblolly pines.

A limited hardwood harvest can be conducted to open up the canopy to promote the regeneration of beneficial wildlife forages in the understory and ground cover, as well as stimulate the natural regeneration of loblolly pines. This harvest should reduce standing timber volumes by no more than 20-25%.

Less desirable hardwoods such as laurel oak and water oak should be targeted for removal. This harvest can be conducted in conjunction with other harvest and thinning operations on the property, with assistance from a consulting forester.

Following the establishment of firelines and transition zones, prescribed burning can be implemented in this stand to reduce fuel loads and promote understory regeneration of desired wildlife forages. To minimize damage to hardwoods, burns should be conducted during the winter as described for the initial burn in stand 1. Burns can be conducted on a 4-5 year frequency. Once a satisfactory number of loblolly pine seedlings becomes established, fire should be excluded from this stand until pines attain an average height of 20-25 feet.

Stand 6

This stand encompasses 27 acres of a mixed pine-hardwood upland. The overstory is dominated by loblolly pine, shortleaf pine, water oak, and live oak. The midstory is predominantly red maple, sweetgum, and dogwood. Common understory species are shiny blueberry, American holly, sparkleberry, yucca, and hawthorn. The ground cover is mostly pine straw and hardwood litter along with spikegrass and greenbrier.

This stand will be clearcut and replanted to loblolly pine. During the harvest, several mast producing hardwoods such as live oak and dogwood can be retained for wildlife. As previously mentioned, it is recommended that a consulting forester handle the sale.

Hardwood stumps should be allowed to sprout and grow through one growing season. During the summer of the following growing season, hardwood sprouts can be chemically treated with a herbicide such as a mixture of Arsenal/Accord. Follow the manufacturer's labeled directions to insure compliance with federal and state regulations. A consulting forester can assist with this application. Herbicides should be applied from the ground with a backpack sprayer. Care should be taken so not to damage retained hardwoods. Following the establishment of firelines and transition zones, the site can be burned in the late fall. Loblolly pines can be hand-planted during the winter months at a density of 726 trees per acre (6' x 10' spacing). Prescribed burning can be implemented in this stand once pines attain an average height of 20-25 feet.

Stand 7

This stand contains 9 acres of a cutover upland. The overstory is dominated by water oak, laurel oak, and sweetgum. Common understory species include oaks, loblolly pine, and waxmyrtle. The ground cover is predominantly logging slash, dog fennel, greenbrier, blackberry, and yellow jessamine.

This stand will be replanted with loblolly pines following the recommendations outlined in stand 6. To facilitate site preparation activities and planting, reforestation efforts can be conducted in conjunction with those in stand 6.

Stand 8

This stand of bottomland hardwoods totals 100 acres. The overstory is dominated by laurel oak, white oak, loblolly pine, spruce pine, sweetgum, yellow poplar, blackgum, sweetbay, American beech, and pignut hickory. Common midstory species include blue beech, sourwood, southern magnolia, dogwood, American beech, and red maple. The understory is dominated by huckleberry, laurel oak, American holly, ti-ti, sweetleaf, big gallberry, waxmyrtle, star anise, fetterbush, possum haw, wild olive, red bay, arrowwood, and hazel alder. The ground cover is mostly hardwood litter along with maiden cane, spikegrass, boston fern, sedges, and sensitive fern.

This stand should be afforded protection from fire and serve to provide food, cover, and travel corridors for wildlife. The transition zones created in neighboring upland communities will serve as fire-breaks to protect this stand from wildfire.

Within this stand, there is a 5 acre pond. The pond has been stocked with catfish. Further pond management recommendations can be obtained by contacting a Florida Game and Fresh Water Fish Commission fisheries biologist at the Northwest Region Office in DeFuniak Springs. Pond management recommendations can be appended to this Forest Stewardship Plan at a later date.

This pond is an ideal location for the placement of 2 wood duck nest boxes. Ideally, nest boxes should be placed over water to reduce predation, but they can also be placed over the ground adjacent to water bodies. Nest boxes should be placed on a post or existing trees approximately 10 feet above the ground or water. All nest boxes should be equipped with predator guards. Nest box construction plans are found in Appendix 2. Nest boxes should be placed so that they are not visible from one another to avoid dump-nesting. Nest boxes need to be maintained yearly during the winter by cleaning out debris from past use and replacing wood shavings or saw dust as new nesting material. Nesting material should be 3 inches deep.

PERMANENT OPENINGS AND FOOD PLOTS

It is recommended that 2-5% of the property be managed as permanent openings. These openings may include firebreaks, woods roads, transition zones, and food plots. These openings can be maintained simply by mowing, discing, chopping, and prescribed burning as previously described in the wildlife summary.

Currently there are several food plots found throughout the property. If possible, these food plots should be enlarged to 1-2 acres in size. In addition to present food plots, 2-3 wildlife food plots can be created along the transition zones and firelines on the property. Food plots can be planted to various small grains and legumes to enhance forage conditions for wildlife and recreational opportunities. Areas to be planted along firelines and transition zones should be evenly distributed throughout the property and at least $\frac{1}{2}$ acre in size. If possible, the width of food plots planted along transition zones and firelines should extend to 30-50 feet. Where woody vegetation currently exists, a root rake should be used to remove woody vegetation, including roots, so that a minimal amount of top soil is removed, but clean enough for cultivation. Food plots should then be disced to prepare a seedbed. All food plots should be soil tested to determine lime and fertilizer requirements. If lime is needed, it should be applied at least 3 months prior to planting to allow for an adjustment to occur. Legume seed should be inoculated prior to planting.

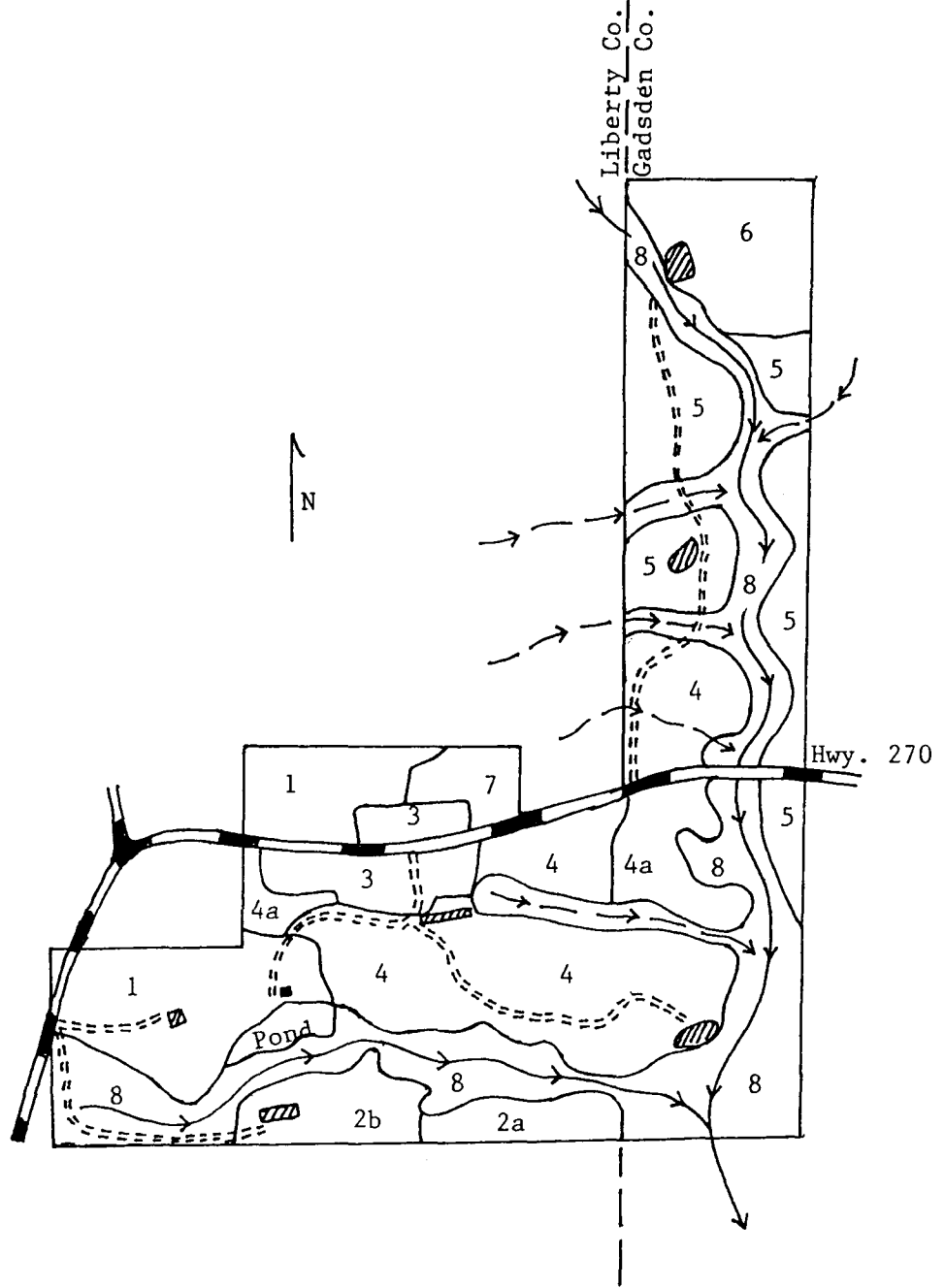
Supplemental plantings should be "strip planted" to ensure a year-around food supply with species maturing throughout the year. When planting food plots it is recommended to plant 2-3 different forages to increase species diversity and help insure stand success. On dry sites, Alyce clover broadcast at a rate of 10-15 #/ac., and Lathco flatpeas at a rate of 25-40 #/ac. can be established in the late spring (mid-April to mid-June). Strips of chufas can also be planted (@ 15-30#/ac.) from late spring through early summer to provide a supplemental feed for deer and turkey. Small grains such as browntop and/or proso millet may be stagger-planted (@ 25#/ac.) at one month intervals, beginning in June, to provide a supplemental seed source during the summer and early fall. In the late fall (mid-October to mid-November), the clover, peas, and millet strips can be disced lightly and over-seeded with crimson and arrowleaf clover (@ 15#/ac.) and a mixture of wheat and oats (1 bushel oats mixed with 2 bushels wheat/ac.). Wheat and oats should be left standing until late spring to provide brood rearing areas for turkey and quail.

On more wet natured sites, which may occur in the transition zones between drainages and upland sites, a broadcast seeding in late spring of *Aeschynomene* (joint vetch) (@ 10# hulled seed/ac. or 20# unhulled seed/ac.) and birdsfoot trefoil (@ 6-8 #/ac.) is recommended. Small grains such as Japanese millet can be planted as described for dryer sites. The fall planting can include white clover (@ 8-12#/ac.) in combination with crimson clover.

If cost-shares are used in establishing food plots, at least 50% of the forages planted must be perennials or reseeding annuals. To insure the natural reestablishment of food plots, perennials and reseeding annuals should be allowed to produce a mature seedhead of hardened seeds prior to any mowing, chopping, or discing activities. Additional forages which can be planted in wildlife food plots are listed in Appendix 3.

All permanent openings created with cost-share funds must be maintained for at least a 10 year period following establishment. This maintenance will require controlling the encroachment of woody plant species through mowing, discing, or chopping.

STAND MAP
 EUBANKS PROPERTY
 LIBERTY AND GADSDEN COUNTIES, FLORIDA



LEGEND

- Paved Road
- Woods Road
- Permanent Stream
- Intermittent Stream
- Food Plot
- Campsite
- Stand Boundary

Scale 1" = 1320'
 Section 7, T2N, R6W; Section 12,
 T2N, R7W
 Prepared by: Chip Ruthven
 December 21, 1994

STAND MAP SUMMARY

<u>Stand</u>	<u>Acres</u>	<u>Description</u>	<u>% of total</u>
1	49	Mixed Pine-Hardwood	13%
2	25	Planted Slash Pines, Age 7	6%
3	18	Planted Loblolly Pines, Age 17	5%
4	105	Planted Loblolly/Slash Pines, Age 10	27%
5	52	Mixed Hardwood-Pine	13%
6	27	Mixed Pine-Hardwood	7%
7	9	Cutover Upland	2%
8	100	Bottomland Hardwoods	26%
	5	Pond	1%
<hr/>			
Total	390		100%

SUGGESTED STAND TREATMENT SCHEDULE

<u>Year</u>	<u>Season</u>	<u>Proposed treatments</u>
Stand 1		
1995		Conduct shelterwood harvest and create firelines.
1995-96	Winter (Dec.-Feb.)	Create transition zones and enlarge food plots.*
1995-96	Winter (Dec.-Feb.)	Begin prescribed burning program.*
1996	Spring-Fall	Plant food plots.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines, transition zones, and food plots by discing and mowing.
Annually	Spring	Monitor cone crops.
Stand 2		
1995		Creation of firelines.
1995	Spring (Apr.-May)	Herbicide area 2b.*
1995	Summer (Aug.-Sep.)	Chop area 2b.*
1995	Fall (Oct.-Nov.)	Burn area 2b.*
1995	Winter (Dec.)	Machine plant longleaf pines.*
1995-96	Winter (Dec.-Feb.)	Create transition zones and enlarge food plots.*
1996	Spring-Fall	Plant food plots.*
1996-97	Winter (Dec.-Feb.)	Begin prescribed burning program in area 2b.*
1999-2000	Winter (Dec.-Feb.)	Begin rotational prescribed burning program in area 2a if pines have attained average height of 20 feet.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines, transition zones, and food plots by discing and mowing.
Stand 3		
1995		Creation of firelines.
1995-96	Winter (Dec.-Feb.)	Begin rotational prescribed burning program.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines by discing and mowing.
Stand 4		
1995		Creation of firelines.
1995-96	Winter (Dec.-Feb.)	Create transition zones and enlarge food plots.*
1996	Spring-Fall	Plant food plots.*
1997-98	Winter (Dec.-Feb.)	Begin rotational prescribed burning program if pines have attained average height of 20-25 feet.*

1998		Check for thinning.
Annually	Winter (Jan.-Mar.)	Maintenance of firelines, transition zones, and food plots by discing and mowing.
Stand 5		
1995		Creation of firelines.
1995		Conduct hardwood harvest.
1995-96	Winter (Dec.-Feb.)	Create transition zones and enlarge food plots.*
1995-96	Winter (Dec.-Feb.)	Begin rotational prescribed burning program.*
1996	Spring-Fall	Plant food plots.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines, transition zones, and food plots by discing and mowing.
Stand 6		
1995		Conduct clearcut.
1995		Creation of firelines.
1995-96	Winter (Dec.-Feb.)	Create transition zones and enlarge food plots.*
1996	Spring-Fall	Plant food plots.*
1996-97	Summer (Aug.-Sep.)	Apply herbicide.*
1996-97	Fall (Nov.-Dec.)	Burn.*
1996-98	Winter (Dec.-Feb.)	Hand-plant loblolly pines.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines, transition zones, and food plots by discing and mowing.
Stand 7		
1995		Creation of firelines.
1996-97	Summer (Aug.-Sep.)	Apply herbicide.*
1996-97	Fall (Nov.-Dec.)	Burn.*
1996-98	Winter (Dec.-Feb.)	Hand-plant loblolly pines.*
Annually	Winter (Jan.-Mar.)	Maintenance of firelines by discing and mowing.
Pond		
1995-96	Winter (Dec.-Feb.)	Erect bluebird nest boxes.*
Annually	Winter (Dec.-Feb.)	Maintenance of nest boxes.

* SIP cost-shares may be available.

**APPENDIX M:
SAMPLE WHOLE-FARM PLAN**

Conservation Plan for Brown Farm
RECORD OF DECISIONS AND APPLICATION

Assisted by J.D. Planner

Field No.	Planned		Applied		Narrative Record
	Amount	Date	Amount	Date	
Tract 1313					
Cropland	267 ac.	1995			Pest Management (595-1)
Cropland	267 ac.	1993			Nutrient Management (590-1) (Summary Attached)
All	1	1995			Waste Management System (312-1) (Summary Attached)
1	20.0 ac	1993			Conservation Cropping Sequences #1, #2 or #3 (328-1)
1	20.0 ac	1993			Conservation Till. (329-1 & 2)
1	20.0 ac	1993			Crop Residue Use (344-1)
2	6.0 ac	1993			Conservation Cropping Sequence #2 (328-1)
2	6.0 ac	1993			Conservation Till. (329-1 & 2)
2	6.0 ac	1993			Crop Residue Use (344-1)
3	70.0 ac	1994			Conservation Cropping Sequences #1, #2 or #3 (328-1)
3	70.0 ac	1994			Conservation Till. (329-1 & 2)
3	70.0 ac	1994			Crop Residue Use (344-1)
3	0.2 ac	1994			Grassed Waterway #1 (412-1)
3	70.0 ac	1994			Contour Stripcropping (585-1) MAXIMUM STRIP WIDTH: 80 ft.
4	18.0 ac	1994			Woodland Management (666-1) (Summary Attached)
5 HEL*	33.0 ac	1993			Conservation Cropping Sequences #2 or #3 (328-1)
5 HEL*	33.0 ac	1993			Conservation Till. (329-1 & 2)
5 HEL*	33.0 ac	1993			Crop Residue Use (344-1)
5 HEL*	900 ft	1993			Diversion (362-1)
5 HEL*	33.0 ac	1993			Contour Stripcropping (585-1) MAXIMUM STRIP WIDTH: 80 ft.

* This conservation practice is required for compliance with the Food Security Act of 1985.
Note: Numbers in parentheses are Codes, refer to Conservation Practice Descriptions.

Conservation Plan for Brown Farm
RECORD OF DECISIONS AND APPLICATION

Assisted by J.D. Planner

Field No.	Planned		Applied		Narrative Record
	Amount	Date	Amount	Date	
Tract 1313					
6 HEL*	29.6 ac	1994			Conservation Cropping Sequences #2 or #3 (328-1) Conservation Till. (329-1 & 2) Crop Residue Use (344-1) Grassed Waterway #2 (412-1) Contour Stripcropping (585-1) MAXIMUM STRIP WIDTH: 80 ft.
6 HEL*	29.6 ac	1994			
6 HEL*	29.6 ac	1994			
6 HEL*	0.05 ac	1993			
6 HEL*	29.6 ac	1994			
7	1	1992			Waste Storage Struct. (313-1) Barnyard Runoff Control (357-1)
7	0.5 ac	1992			
8	28.0 ac	1995			Wildlife Management (645-1) (Summary Attached)
9	31.5 ac	1995			Woodland Management (666-1) (Summary Attached)
10	18.8 ac	1993			Pasture Management (510-1)
11	27.0 ac	1993			Conservation Cropping Sequence #2 (328-1) Conservation Till. (329-1 & 2) Crop Residue Use (344-1)
11	27.0 ac	1993			
11	27.0 ac	1993			
12	52.4 ac	1994			Conservation Cropping Sequence #2 (328-1) Conservation Till. (329-1 & 2) Crop Residue Use (344-1) Grassed Waterway #3 (412-1) Contour Stripcropping (585-1) MAXIMUM STRIP WIDTH: 80 ft.
12	52.4 ac	1994			
12	52.4 ac	1994			
12	0.2 ac	1994			
12	52.4 ac	1994			

* This conservation practice is required for compliance with the Food Security Act of 1985.
Note: Numbers in parentheses are Codes, refer to Conservation Practice Descriptions.

Conservation Plan for Brown Farm
RECORD OF DECISIONS AND APPLICATION

Assisted by J.D. Planner

Field No.	Planned		Applied		Narrative Record
	Amount	Date	Amount	Date	
Tract 1313					
13	26.3 ac	1995			Wildlife Management (645-1) (Summary Attached)
14	29.0 ac	1994			Conservation Cropping Sequence #2 (328-1)
14	29.0 ac	1994			Conservation Till. (329-1 & 2)
14	29.0 ac	1994			Crop Residue Use (344-1)
14	29.0 ac	1994			Contour Stripcropping (585-1) MAXIMUM STRIP WIDTH: 90 ft.
15	0.4 ac	1995			Barnyard Runoff Control (357-1)
16	24.4 ac	1993			Pasture Management (510-1)
16	24.4 ac	1994			Pasture Planting (512-1)
16	1	1993			Spring Development (574-1)
16	100 ft	1993			Pipeline (516-1)
16	1	1993			Trough (614-1)
16	1000 ft	1993			Subsurface Drainage (606-1)

* This conservation practice is required for compliance with the Food Security Act of 1985.
Note: Numbers in parentheses are Codes, refer to Conservation Practice Descriptions.

FARM NUTRIENT MANAGEMENT PLAN

CROP GROUP (ROTATION SEQUENCE)	ACRES	(Shaded areas are planned Manure Application times.)											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Corn Grain-NT	68				////							////	
Corn Grain-MT	61				////								
Soybean-MT	34												
Oats-MT	35			////									
Barley-MT	63							////					
Alfalfa	6												

DATE Aug 1993
CROP YEAR 1994

NOTES:
-Do not spread manure on frozen soils in fields
N/A
-High leaching soils are identified in fields
2, 11, 12, 14
-Sensitive areas are identified in fields
N/A

BASED ON THIS PLAN: The following manure is in excess of crop needs and should be spread on additional land in an environmentally safe manner:

AMOUNT 650 tons TYPE liquid swine NUTRIENT CONTENT 14-11-11 lbs/ton TIME OF YEAR AVAILABLE Apr/May&Oct/Nov
AMOUNT _____ TYPE _____ NUTRIENT CONTENT _____ TIME OF YEAR AVAILABLE _____

CROP GROUP	SPREAD PERIOD	FIELD DESCRIPT.	ACRES	MANURE GROUP*	APPLICATION RATE PER ACRE	LOAD SIZE Tons or Gallons	LOADS/ ACRE	TOTAL APPLIED	INCORP. TIME	FERTILIZER (LB/AC)	
										STARTER	OTHER
Corn Gr-NT 110 bu	Nov	After Lev	23	1	3500 gal	3500 gal	1	70,000	7 days	16-8-8	--
Corn Gr-NT 110 bu	Apr	--	20	1	6000 gal	3500 gal	2	120,000	7 days	16-8-8	--
Corn Gr-NT 130 bu	Apr	--	12	1	6000 gal	3500 gal	2	72,000	7 days	16-8-8	--
Corn Gr-MT 110 bu	Apr	--	61	1	3500 gal	3500 gal	1	213,500	2 days	16-8-8	--
Corn Gr-NT 110 bu	Apr	--	13	2	24 ton	4.5 ton	5	312 tons	7 days	16-8-8	--
Water Gr	Aug	--	7	2	20 ton	4.5 ton	5	140 tons	2 days	16-8-8	--
Water Gr	Aug	--	56	1	6000 gal	3500 gal	2	336,000	2 days	16-8-8	--
Oats	Mar	--	35	1	3000 gal	3500 gal	1	105,000	2 days	16-8-8	--
Alfalfa	None	--	--	--	--	--	--	--	--	--	--

*MANURE GROUP/DESCRIPTION

- 1) Liquid Swine
- 2) Beef Pack

MANURE GROUP/DESCRIPTION

- 3) _____
- 4) _____

MANURE GROUP/DESCRIPTION

- 5) _____
- 6) _____

The following management practices are essential in implementing this plan:

Field

Practice

August 1993

SUMMARY
Waste Management System
for
Brown Farm, Anytown, PA

(Refer to complete Waste Mgt. Plan for details)

TRACT 1313

Waste Storage Structure (313) - for swine operation, use existing structure with 365 day capacity. Steer manure will accumulate as a bedded-pack in the steer barn. Follow the Installation Sequence, Operation and Maintenance guidelines and Safety guidelines specified in the Waste Management Plan.

Nutrient Management (590) - Store and field apply wastes from the swine and beef operations according to the Nutrient Management Plan. If additional livestock are added, the farm Nutrient Management Plan will need to be revised.

Barnyard Runoff Control (357) - Relocate gestating sows to new farrowing building. Convert bare barnyard to pasture. Maintain pasture as specified in conservation plan. For the steer barnyard, install roof gutters and downspouts, scrape the barnyard daily and stack manure in the steer barn until field applied.

August 1993

SUMMARY
Wildlife Management Plan
for
Brown Farm, Anytown, PA

(Refer to complete Wildlife Mgt. Plan for details)

<u>Tract No.</u>	<u>Field/ Stand No.</u>	<u>Size</u>	<u>Treatment</u>
1313	8	28.0 ac	Establish a Shelterbelt Establish area(s) of warm season grasses Manage spruce trees Establish food strips
1313	13	26.3 ac	Underplant with spruce trees, crabapple, and American bittersweet

Contact the Pennsylvania Game Commission for additional assistance.

September 1993

SUMMARY
Woodland Management Plan
for
Brown Farm, Anytown, PA

(Refer to complete Woodland Mgt. Plan for details)

<u>Tract No.</u>	<u>Field/ Stand No.</u>	<u>Size</u>	<u>Treatment</u>
1313	4	18.0 ac	Additional Tree Removal Re-evaluate stand in 3-5 years
1313	9	31.5 ac	Improvement Thinning Walnut Pruning and Vine Removal Riparian Zone Protection

General (all stands):

1. Attempt to maintain the current percentage (less than 40%) of preferred gypsy moth food species (oaks, basswood, apple, serviceberry, hawthorn, sumac, river birch, hazelnut, witch hazel).
2. Encourage a variety of plant species.
3. Consider maintaining trees with holes, standing dead trees, live old trees, and other unusual habitat features.
4. Contact a trained forester for timber marking or other technical assistance.

APPENDIX N:
**CRITERIA AND NOMINATION FORM FOR CONSERVATION FARM PROJECT
PROGRAM**

CONSERVATION FARM SELECTION CRITERIA

GENERAL

- Cooperators may be nominated by any District Board Member. Nominations will be formally accepted at a regular monthly meeting.
- SWCD/SCS staff will verify practices.
- SWCD board members select honorees at later regular monthly meetings.
- The director making the nomination will present the sign to the recipient.
- Owners and operators are eligible.
- Signs are only available where they can be posted on the farm.
- There will be no set number of recipients selected each month. It is not necessary to select recipients every month if no candidates have been nominated.

SPECIFIC

- Land must be farmed at tolerable soil loss levels (T) including control of gulley erosion.
- Several related natural resources must be managed for protection. Example: windbreak, wildlife (food plots), ponds.
- Best Management Practices should be used on the Conservation Farm.
- Livestock waste and nutrients must be well managed.
- No minimum acreage is required, but a feeling that the land is a farm must exist. Conservation Reserve Program and tree farms are strong possibilities.

CONSERVATION FARM NOMINATION CHECKLIST

1. Operator _____ ph.# _____
2. Owner _____ ph.# _____
3. Location _____
4. Is soil loss on farm to a "T"? _____
5. Are all gulleys protected? _____
6. List conservation practices _____

7. Are Best Management Practices used? _____
8. Is livestock waste managed properly? _____
9. If accepted, can a sign be placed prominently on the farm? _____
10. Who lives on the farm? _____
11. Nominating Director _____ Date _____
12. Staff member certification signature _____ Date _____
13. Board approval _____ Date _____

Equal Opportunity Statement

This agency does not allow discrimination by race, color, nationality, age, sex, or handicap. If you believe you have been discriminated against in any program, activity or facility of this agency, write to:
Florida Game and Fresh Water Fish Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600; or to Office for Human Relations, USFWS, Department of the Interior, Washington, D.C. 20240.