

SCHEDULE C

[TEMPLATE] FARM

CONVEYANCE OF DEVELOPMENT RIGHTS DEED State of Connecticut and United States of America

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT [INDIVIDUAL and/or a Connecticut limited liability company] located in the Town of _____, County of _____, and State of Connecticut, hereinafter referred to as "Grantor", in consideration of \$ _____ and other good and valuable consideration, received to **its / her / his** full satisfaction from the STATE OF CONNECTICUT, a sovereign entity, acting through its Commissioner of the Department of Agriculture ("Commissioner"), and the UNITED STATES OF AMERICA ("United States") acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") acting on behalf of the Commodity Credit Corporation, as its interest appears herein, for the purpose of forever conserving the agricultural productivity and the related conservation values of the protected property, and its value for resource preservation does hereby give, grant, bargain, sell and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT, its successors and assigns forever, hereinafter referred to as "Grantee", and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture Natural Resources Conservation Service on behalf of the Commodity Credit Corporation ("CCC"), the DEVELOPMENT RIGHTS, as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land.

ALL THOSE certain pieces or parcels of land containing _____ acres, situated in the Town of _____, County of _____, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises".

WHEREAS, the rights herein conveyed are conveyed subject to and in accordance with the purposes and provisions of Chapter 422a of the Connecticut General Statutes; and

WHEREAS, this purchase of development rights is acquired with funds provided, in part, under the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 *et seq.* and 7 CFR Part 1468, for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting non-agricultural uses that negatively affect the agricultural uses and conservation values of the Premises; and

WHEREAS, the primary purpose of this conveyance is to protect the prime, statewide, and locally important agricultural soils (as classified by the Natural Resources Conservation Service of the United States Department of Agriculture), the agricultural viability, and the general productive capacity of the Premises in perpetuity; and

WHEREAS, the Grantor acknowledges that it is the purpose and intent of Chapter 422a of the Connecticut General Statutes that agricultural land be maintained and preserved for farming and food production purposes and that such maintenance and preservation is necessary in order to insure the well-being of the people of the State of Connecticut now and in the future; and

WHEREAS, the Grantor acknowledges that the parties intend by this conveyance to prohibit the division or subdivision of the Premises for any purpose, and to prohibit development of the Premises for any non-agricultural residential, commercial, including, but not limited to, commercial recreational,

commercial amusement and/or industrial purposes.

NOW THEREFORE, this conveyance is made in accordance with the following terms and conditions, which run with the land:

A. Grantor covenants for **its/his/her**, legal representatives, heirs, successors and assigns, that the Premises will, at all times, be held and conveyed in its entirety and subject to the following restrictions and such further restrictions as set forth in Paragraph B below:

- (1) No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises except as provided for in Paragraph B below.
- (2) The fee simple owner of the Premises shall not divide, subdivide, develop, construct on, sell, lease or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.
- (3) The provisions of this Conveyance of Development Rights Deed (“Deed”) and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Premises, so long as the agricultural operations are consistent with the long-term viability of the Premises and the purposes of the Deed. No uses will be allowed that violate federal laws, including federal drug laws. No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use, future viability, and related conservation values of the Premises, or detrimental to soil conservation, or to good agricultural management practices.
- (4) Said development rights are considered and deemed dedicated to the State of Connecticut in perpetuity in accordance with Chapter 422a of the Connecticut General Statutes.
- (5) The Premises to which development rights are hereby conveyed [and the real property described on Schedule B (which real property described on Schedule B is hereinafter referred to as “Residential Envelope”) attached hereto] shall together constitute one entire and undivided parcel of land [(hereinafter collectively the “Entire Premises”)] for the purposes of Chapter 422a of the Connecticut General Statutes and for the purposes of this Deed, notwithstanding that said Premises [and/or Entire Premises] may be described as one or more parcels of land on Schedule A [and/or Schedule B] hereof. The [Entire] Premises shall be conveyed or transferred as a single unit, whether or not said [Entire] Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the [Entire] Premises, or any portion thereof, shall be permitted. **[CONFIRM SPECIFICS IN OFFER AGREEMENT RE: PREMISES]**
- (6) If the Premises are to be sold or otherwise transferred, the Grantor shall notify, in writing, the Grantee of such impending sale or transfer not more than ninety (90) days before transfer of title to the land and shall provide the Grantee with the name and address of the new owner. Upon transfer of the Premises, or interest in the Premises, from one landowner to another, the transfer document shall expressly refer to this Deed and be subject to its terms.

(7) **[CONFIRM SPECIFICS IN OFFER AGREEMENT RE: ALLOWANCE OF RESIDENTIAL STRUCTURES]** No / Residence(s) shall be constructed or placed on the Premises.

(8) **[INSERT IF PREMISES CONTAINS HIGHLY ERODIBLE CROPLAND:** If the Premises contain highly erodible cropland, then the Grantor, their heirs, successors, or assigns, shall acquire in consultation with the Natural Resources Conservation Service (NRCS), and approved by the NRCS, the Grantor, and the Commissioner, an Agricultural Land Easement Plan.

The Agricultural Land Easement Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Premises. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.

The Agricultural Land Easement Plan is incorporated herein by reference and must not include any provisions inconsistent with the conservation purposes of this Deed. The Grantor agrees to update the Agricultural Land Easement Plan in the event the agricultural uses of the Premises change. A copy of the current Agricultural Land Easement Plan shall be kept on file with the Grantee.

The Grantor acknowledges the authority of the Grantee to monitor and enforce compliance with the terms of this Deed and the Agricultural Land Easement Plan. The Grantor shall be liable for any reasonable enforcement costs incurred by NRCS as a result of the Grantor's negligence or failure to comply with the Agricultural Land Easement Plan requirements.

(9) Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Premises. **[INSERT:** and in accordance with a written forest management plan, when required with an Agricultural Land Easement Plan. The forest management plan must be prepared by a certified forester, professional resource manager, or by some other qualified person approved by the Grantee. The forest management plan must be consistent with the purposes of this Deed].

A forest management plan will not be required for the following allowed, non-commercial activities:

- i. cutting of trees for the construction and maintenance of allowed farm roads, utilities, buildings, and structures on the Premises;
- ii. cutting of trees for trail clearing;
- iii. cutting of trees for domestic use as firewood or for other domestic uses by the Grantor;
- iv. removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- v. removal of invasive species; or
- vi. maintenance of edge lines of fields and pastures, in accordance with the forest management plan.

(10) This Deed does not affect the existing legal obligations of the Grantor. Specifically, but not by way of limitation, the Grantor is responsible for payment of all taxes, upkeep and maintenance of the Premises, and any liability arising from personal injury or property damage occurring on the Premises.

(11) Pursuant to 16 U.S.C. Section 3865 *et seq.*, the United States is granted a right of enforcement that it may exercise only if the terms of this Deed are not enforced by the Grantee. The Secretary

of the United States Department of Agriculture (the “Secretary”) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under state or federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Deed from the Grantor, including, but not limited to, attorney’s fees and expenses related to Grantor’s violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney’s fees and expenses related to Grantee’s violations or failure to enforce this Deed against the Grantor up to the amount of the United States’ contribution to the purchase of the Development Rights.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantor is in compliance with this Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of this Deed, and the United States Cooperative Agreement or Program Agreement with the Grantee, the United States will have reasonable access to the Premises. Prior to its inspection of the Premises, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

The Grantor acknowledges and agrees that in the event of an emergency, the United States may enter the Premises to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor’s representative at the earliest practicable time.

- (12) The dumping or accumulation of trash, refuse or solid waste on the Premises is prohibited, except that the storage of agricultural products for use on the Premises and biodegradable by-products for soil enhancement purposes on the Premises is permitted in accordance with all applicable laws and regulations.
- (13) Under no circumstances shall any improvement or activity, including but not limited to athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, cell towers or telecommunications facilities, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Premises.
- (14) Any and all alteration, replacement, construction and/or building on the Premises (including ponds, lakes, streams and/or rivers) is only allowed after written notification to and written approval from the Commissioner.
- (15) Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Premises is prohibited, except as follows:
 - i. dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, pursuant to a plan approved by the Commissioner;
 - ii. erosion and sediment control pursuant to a plan approved by the Commissioner;
 - iii. as required in the construction of approved buildings, structures, farm roads and utilities, provided that the required alteration has been approved in writing by the Commissioner as being consistent with the conservation purposes of this Deed; or

iv. agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this Deed.

Notwithstanding the foregoing, the Grantor shall comply with all applicable municipal, state, and federal laws pertaining to any of the activities enumerated above.

- (16) Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance on the Premises, using any surface mining, subsurface mining, or dredging method is prohibited [**IF GRAVEL EXTRACTION WILL BE PERMITTED:**, except for limited mining activities for materials used for agricultural operations on the Premises, as set forth in Paragraph B (10) and Paragraph B (11)].

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Premises at the time this Deed is executed, and their interests have not been subordinated to this Deed, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph. Any mineral leases or other conveyances of minerals entered into or renewed after the date of this Deed are subordinate to the terms of this Deed and must incorporate by reference this Deed.

B. Subject to the provisions of Paragraph A above, the Grantor for **itself/himself/herself, its/his/her** legal representatives, heirs, successors and assigns, hereby reserves all other customary rights and privileges of ownership including:

- (1) The right to privacy.
- (2) The right to carry out regular agricultural practices.
- (3) The right to conduct the uses defined in Subsection (q) of Section 1-1 of the Connecticut General Statutes.
- (4) The right to conduct agricultural tourism (“agritourism”), temporary or seasonal outdoor activities, or events that neither individually nor collectively have an adverse impact on the agricultural use, future viability, and related conservation values of the Premises, after written notification to, and receiving written approval from, the Commissioner.
- (5) The right to lease the Premises or portions thereof for a term of less than 25 years subject to the terms of this conveyance.
- (6) The right to sell, give or transfer in any way the Premises in its entirety, to preserve, maintain, operate or continue the Premises as agricultural land, or otherwise improve the Premises, including construction, as may be authorized by the Commissioner after written notification to, and receiving written approval from, the Commissioner, within the **[Farmstead Area(s)]** and/or **[Agricultural Building Envelope(s)]** as shown and designated on a certain map or plan entitled "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM MAP PROPERTY OF TOTAL ACRES = ± TOTAL RESTRICTED FARMLAND ACRES = ± ROAD/STREET CONNECTICUT”, SCALE 1" = ',

SHEET NO.: 1 OF , DATE: BY: , said map or plan shall be recorded in the [Town] Land Records (hereinafter the "Survey"), of:

- (a) **[If Residence(s) are allowed];**
- (b) Buildings for animals, roadside stands and farm markets for sale to the consumer of food products, wood products, and ornamental plants;
- (c) Facilities for the storage of equipment used on the Premises and products of the Premises or processing thereof;
- (d) On-farm renewable energy production for the purpose of generating energy for the agricultural and residential needs of the Premises; and
- (e) Such other improvements thereon as may be directly or incidentally related to the operation of the agricultural enterprise.

- (7) Except as otherwise permitted in this Deed, all structures and improvements must be located within the **Building Envelope(s) and/or Farmstead Envelope Area(s)** containing approximately ___ acres as shown on the Survey.

The boundaries and location of the **Farmstead Area(s) and/or Agricultural Building Envelope(s)** may be adjusted if Grantee and the NRCS provide prior written approval of the adjusted boundaries and location. The **Building Envelope(s) and/or Farmstead Envelope(s)** may not increase in size and the adjusted **Building Envelope(s) and/or Farmstead Envelope(s)** must provide equal or greater protection of the agricultural use, future viability, and related conservation values of the Premises. If an adjustment is approved, the Grantor shall provide a revised A-2 survey showing the new designated boundaries and location of the **Building Envelope(s) and/or Farmstead Envelope(s)**. Following receipt of such written approval, Grantor and Grantee shall amend this Deed to add an exhibit that describes the subsequently approved boundaries and locations of the **Building Envelope(s) and/or Farmstead Envelope(s)**.

Utilities to serve approved buildings or structures, including on-farm renewable energy structures, and agricultural structures that neither individually nor collectively have an adverse impact on the agricultural use, future viability, and related conservation values of the Premises, may be built outside of the **Building Envelope(s) and/or Farmstead Envelope(s)** with prior written notification to, and receiving written approval from, the Commissioner. The sale of excess power generated in the operation of renewable energy structures and associated equipment is allowed if approved by Grantee in writing as being consistent with the agricultural use, future viability, and related conservation values of the Premises.

- (8) The right to preserve and maintain existing farm roads as documented in the Baseline Documentation Report, and as shown and designated on the Survey, and to construct new paved and unpaved farm roads after written notification to, and receiving written approval from, the Commissioner; however, no existing or new farm roads may be widened or improved unless they are necessary to carry out the agricultural operations or other allowed uses on the Premises;

- (9) The rights set forth in Paragraph B(4), Paragraph B(6), Paragraph B (7), and Paragraph B(8) above, provided that:

- (a) The acreage and productivity of arable land for crops is not materially decreased and due consideration is given to the impact of any decrease in acreage or productivity of such arable land upon the total farm operation; provided however, notwithstanding the foregoing, any new construction of or modification of an existing farm building necessary to the operation of a farm on prime farmland, as defined by the United States Department of Agriculture, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the

Commissioner) shall be limited when added to the total square footage of all buildings (including buffers) on the Premises at the time of the new construction or modification, in the aggregate, to not more than **[up to five percent (5%)]** of the total of such prime farmland as defined by the United States Department of Agriculture, of which the Grantee has purchased development rights; any new construction or modification of an existing farm building necessary to the operation of a farm may be repaired or replaced at its current location, as indicated on the Survey recorded herewith and as identified in the Baseline Documentation Report on file at the Department of Agriculture;

- (b) Impervious surfaces are defined as any material that does not allow water to percolate into the soil on the Premises, including, but not limited to, residential and agricultural buildings (with and without flooring), paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Impervious surfaces shall not exceed **[two percent (2%) percent up to 10 percent (10%) with NRCS waiver]** of the Premises, excluding NRCS-approved conservation practices,;
- (c) Existing fences and stone walls may be repaired and replaced and new fences and stone walls may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock, or to mark boundaries of the Premises. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the agricultural use, future viability, and related conservation values of the Premises.
- (d) The granting of easements including but not limited to the following: utilities, pipelines, power lines, gas lines, sewer lines, water lines, telecommunication towers, and wind farms, etc., are prohibited as an encumbrance on the property rights of the Grantee, and of the United States as set forth in this Deed. However, the installation of new utilities necessary for permitted uses of the Premises is permitted, so long as such installation is not inconsistent with purposes of this conveyance and is done in such a manner as to minimize to the greatest extent possible impact on soils and agricultural use, and, further, subject to the prior written approval of the Commissioner. Existing utilities may be replaced or repaired at their current location;
- (e) **[IF NO RESIDENCE]** - Nothing herein shall permit the construction of any residence for any purpose; **and]**
- (f) Grantor may not use motor vehicles on the Premises or grant permission for such use except as necessary in the accomplishment of agricultural, forestry, habitat management, law enforcement and public safety, or other permitted uses of the Premises, provided that the use of motorized vehicles may not create impacts that are detrimental to the productivity of the soils on the Premises and the purposes of this Deed; however, notwithstanding the foregoing, use of snowmobiles on snow is allowed on the Premises.

- (10) **[IF GRAVEL EXTRACTION WILL BE PERMITTED:** The rights of the Grantor of the Premises to extract gravel or like natural elements to be used solely on the Premises for purposes directly or incidentally related to the operation of the agricultural enterprise. Gravel excavation incidental to the farm operation means removal of sand and gravel material from one location on the farm for use on another location on the farm for either construction or repair of farm roads, and/or bedding material for livestock, and/or as building materials for permitted construction of new farm buildings or residences or repair to existing farm buildings.

Gravel extraction must be limited to a small, defined area identified in **Schedule C**, and must not harm the conservation values or the agricultural uses of the Premises. Gravel extraction cannot disturb more than one percent (1%) of the total acreage of prime farmland soils present when

development rights were purchased by the Grantee, and can also not disturb more than one percent (1%) of the total acreage of the Premises. In addition, the active borrow area of all gravel excavation plus any other developed and/or impervious areas cannot disturb more than [up to **five percent (5%)**] of the total acreage of prime farmland soils present when development rights were purchased by the Grantee. The boundaries and location of the gravel extraction areas may be adjusted with prior written approval from the NRCS State Conservationist and the Commissioner.]

- (11) The rights of the Grantor of the Premises to the existing water and mineral rights, exclusive of gravel, except that no extraction or removal of minerals by any surface mining method shall be permitted. Furthermore, retention of such mineral rights is made subject to the purposes and provisions of Paragraphs A (2) and A (3), above. The Grantor shall retain all water rights necessary for present or future agricultural production on the Premises and shall not transfer, encumber, lease, sell or otherwise separate such quantity of water rights from title to the Premises.

C. The Grantor, Grantee, and the United States further covenant and agree that:

- (1) The Grantee and/or the United States and/or their representative(s) may enter upon the Premises at all reasonable times for the purpose of determining compliance with the provisions of the conveyance and, in particular, of [**for FPP: Section 22-26cc for CFPP: Section 22-26nn**] of the Connecticut General Statutes.
- (2) Grantee, its successors and assigns, shall have the right to enforce the restrictions contained in this conveyance by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Premises to its condition at the time of the conveyance, as modified by any uses and alterations permitted under this conveyance.
- (3) For purposes of enforcement, the development rights hereby conveyed constitute a "conservation restriction" on the Premises in favor of the Grantee and its successors and assigns pursuant to Section 47-42a of the Connecticut General Statutes, as amended. Pursuant to Section 47-42b, as amended, these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to Section 47-42c, these development rights restrictions may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes.
- (4) The provisions of Regulations of Connecticut State Agencies Section 22-26gg-1 *et seq.*, as amended to the date hereof, are hereby incorporated by reference and made a part hereof and shall be complied with by the Grantor.
- (5) The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this conveyance are documented in the Baseline Documentation Report. Grantee may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.

- (6) The United States, its employees, agents, and assigns disclaim and will not be held responsible for any negligent acts or omissions or any breach of any representation, warranty, covenant, or agreements contained in this Deed, or violations of any federal, state, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorney's fees and attorney's fees on appeal) to which the United States may be subject or incur relating to the Premises.

The Grantor shall indemnify, defend, and hold harmless Grantee, the State of Connecticut, and the United States, their respective employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorney's fees and attorney's fees on appeal) to which Grantee and/or the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Deed, or violations of any federal, state, or local laws, rules or ordinances, including all Environmental Laws.

- (7) Grantor warrants that **it / she/ he** is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

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

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

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals,

hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

- (8) Grantor warrants that Grantor has good title to the Premises; that the fee owner has the right to convey the development rights to the Premises; and that the Premises are free and clear of any encumbrances, **[except as may be noted on Schedule C or D.]**
- (9) This Deed may be amended only if, in the sole and exclusive judgment of the Grantee and the United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Deed, and subject to and in accordance with the provisions of Connecticut General Statutes, **[FPP: Section 22-26cc(c); CFPP: Section 22-26nn(d)]**. Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Deed, such amendment must be mutually agreed upon by the Grantor, the Grantee, and the United States by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

For purposes of any eminent domain proceeding by any entity, the United States shall be deemed to be the holder of a property interest in the Premises. Notwithstanding the foregoing, it is expressly understood that the United States does not, by this provision, agree or consent that said property interest may be condemned without the express permission of the United States and it is agreed between the parties that nothing within this paragraph shall be deemed or construed as a waiver or diminution of the sovereignty of the United States.

- (10) This Deed may be terminated or extinguished, in whole or in part, only as set forth in Connecticut General Statutes **[for FPP: Section 22-26cc(c) for CFPP: Section 22-26nn(d)]** , which provides as follows: "The commissioner shall have no power to release such land from its agricultural restriction, except as set forth in this subsection. The commissioner, in consultation with the Commissioner of Energy and Environmental Protection and such advisory groups as the Commissioner of Agriculture may appoint, may approve (1) a petition by the owner of the restricted agricultural land to remove such restriction provided such petition is approved by resolution of the legislative body of the town, or (2) a petition by the legislative body of the town in which such land is situated to remove such restriction provided such petition is approved in writing by said owner. Upon approval of such a petition by the commissioner, the legislative body of the town shall submit to the qualified voters of such town the question of removing the agricultural restriction from such land or a part thereof, at a referendum held at a regular election or a special election warned and called for that purpose. In the event a majority of those voting at such referendum are in favor of such removal, the restriction shall be removed from the agricultural land upon filing of the certified results of such referendum in the land records and the office of the Secretary of the State, and the commissioner shall convey the development rights to such owner provided such owner shall pay the commissioner an amount equal to the value of such rights. Such petition shall set forth the facts and circumstances upon which the commissioner shall consider approval, and said commissioner shall deny such approval unless he determines that the public interest is such that there is an overriding necessity to relinquish control of the development rights. The commissioner shall hold at least one public hearing prior to the initiation of any proceedings hereunder. The expenses, if any, of the hearing and the referendum shall be borne by the petitioner. In the event that the state sells any development rights under the procedure provided in this subsection, it shall receive the value of such rights."

Notwithstanding the foregoing, due to the federal interest in the development rights acquired by the State of Connecticut, the United States must review and approve any proposed

extinguishment, termination, or condemnation action that may affect its federal interest in the Premises.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the development rights is _____ percent (%), hereinafter the “Proportionate Share,” [**CALCULATE BY DIVIDING THE DEV. RIGHTS VALUE BY THE HIGHEST & BEST USE VALUE AS SHOWN ON THE MOST CURRENT APPRAISAL**] of the fair market value of the land as unencumbered by this Deed. The Proportionate Share will remain constant over time.

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

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, [**CALCULATE- THE USDA SHARE WILL BE 50% OR LESS- DIVIDE C. BY A. FROM FORM 230.; FOR STATE SHARE ADD B + E, THEN DIVIDE BY A.**] _____ percent (%) of the Proportionate Share; and (b) to the United States _____ percent (%) of the Proportionate Share. These allocations represent the proportion each party originally contributed to the purchase price of the development rights. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the Premises for the amount of the Proportionate Share due to each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee shall reimburse the United States for the amount of the Proportionate Share due to the United States.

- (11) In addition to the requirements of Paragraph A(6), Grantor shall notify Grantee of any conveyance, condemnation action, lease, or transfer involving all or any of the Premises and such notice shall be given in writing at least sixty (60) days in advance of such conveyance, lease or transfer. Any notice or request for approval required or desired to be given under this Deed shall be in writing and shall be sent: (i) via U.S. Postal Service registered or certified mail, return receipt requested; or (ii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notices and requests for approval shall be deemed given three (3) days after delivery to the U.S. Postal Service or private courier. All notices and requests for approval shall be properly addressed as follows:

GRANTOR:

GRANTEE:

UNITED STATES:

	State of Connecticut c/o Commissioner of Agriculture Connecticut Department of Agriculture	United States of America c/o Connecticut State Conservationist Natural Resources Conservation Service U.S. Department of Agriculture
	450 Columbus Blvd. Suite 703	344 Merrow Road Suite A
	Hartford, CT 06103-1841	Tolland, CT 06084

- (12) The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Deed set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Premises by or to the Grantee, the United States, or any successor or assignee will be deemed to eliminate this Deed's terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.
- (13) Grantees other than the State of Connecticut agree that they will assign this Deed only to an assignee that: (i) is a qualified organization as defined in the Conservation Law and Section 170(h)(3) of the Internal Revenue Code which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code; and (ii) agrees to continue to carry out and enforce the conservation purposes of this Deed. Any assignee must also be an entity able to enforce this Deed, and if a non-governmental entity, having purposes similar to those of the Grantee which encompass the purpose of this Deed. If a Grantee ever ceases to exist or no longer qualifies under the Conservation Law, or Section 170(h)(3) of the Internal Revenue Code, a court with jurisdiction shall transfer this Deed to a qualified governmental unit or another qualified organization having similar purposes and that agrees to assume such responsibility. Grantees other than the State of Connecticut further agree that they will not assign, terminate, transfer or otherwise divest itself of this Deed without the prior consent of the United States Secretary of Agriculture and payment of consideration to the United States.
- (14) As used herein:
- (a) Development Rights shall mean those rights as defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 22-26bb(d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and
 - (b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural land easement(s), restriction(s), and easement(s) shall mean Developments Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 47-42a (a) thereof.
- (15) Nothing herein shall constitute a waiver of the sovereignty of the State of Connecticut.

TO HAVE AND TO HOLD the above granted DEVELOPMENT RIGHTS, unto it, the said Grantee, its successors and assigns forever, to its and its own proper use and behoof.

IN WITNESS WHEREOF, I, the said Grantor, have hereunto set my hand and seals this _____ day of _____, 202 .

Signed, Sealed and Delivered
in the Presence of:

[PREMISES OWNER]

Witness:

By: _____, [its Partner]
[Duly Authorized]

Witness:

State of Connecticut)
) ss. _____
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
202 by _____, duly authorized and acknowledged the same to be **his/her** free
act and deed [**and the free act and deed of said entity**].

Commissioner of the Superior Court
[OR] Notary Public
My commission expires:

[TEMPLATE] Farm Conveyance of Development Rights Deed

Approved as to Form:

Office of the Attorney General
State of Connecticut

Date: _____