

## Agricultural Practices Management Plan

[Property Name]  
[Municipality, County]  
[Date]

\_\_\_\_\_ Farm in \_\_\_\_\_ County \_\_\_\_\_ (the "Property") was protected with an agricultural conservation easement (the "Easement") recorded on Month, Date, Year and held by \_\_\_\_\_ ("Land Trust"). Owner is the current owner of the Property.

Section \_\_\_ of the Easement requires the Owner and Land Trust to complete an agricultural practices management plan detailing agricultural uses [and other uses] of the Property. Per the Easement the "Plan will encourage a holistic, ecosystems approach to the agricultural uses [and other uses] of the Protected Property."

### **Plan Acknowledgement and Agreement**

This Agricultural Management Practices Plan ("Plan") has been prepared to meet the requirements of the Easement. Terms not otherwise defined herein shall have the meanings given in the Easement. This Plan must not include any provisions inconsistent with the Easement. In the event the Plan is interpreted so as to conflict with the Easement, the Easement controls.

This Plan is dated \_\_\_\_\_ and is incorporated by reference into the Easement. This Plan will remain in effect for a period of ten years, unless earlier revised or replaced by an updated Plan approved by Owner and Land Trust in accordance with the requirements of the Easement. All agricultural uses [and other uses] of the Protected Property by Owner, its heirs, executors, administrators, legal representatives, successors and assigns shall be conducted in accordance with this Plan, and this Plan inures to the benefit of Land Trust and its successors and permitted assigns. Owner and Land Trust will review and update the Plan ten years from the date hereof in accordance with the requirements of the Easement. If Owner and Land Trust do not update the Plan, this Plan will continue to guide the agricultural uses of the Property until the Plan has been updated. Notwithstanding anything to the contrary in the foregoing, if any activities permitted by this Plan result in significant damage to the Conservation Values of the Protected Property, the Owner agrees to refrain from such activities in the affected area. In such event Land Trust and Owner shall modify the Plan or its execution (either, as approved by Land Trust) as is necessary to prevent further damage, and to protect the Conservation Values and the Conservation Purpose of this Easement.

Owner and Land Trust have reviewed this Plan and believe the Plan will (i) preserve and protect the Conservation Values of the Protected Property; (ii) support and enhance the health of the agricultural soils to support the long-term usability and viability of the Protected Property and its ecosystem for agricultural uses; (iii) support and enhance the vitality and diversity of the ecosystem of the Protected Property and the broader ecosystem of which the Protected Property is part; and (iv) encourage the production or realization of ecosystem services. Owner pledges to abide by the provisions of this Plan until this Plan has been updated in accordance with the requirements of the Easement with the approval of Land Trust. Notwithstanding the foregoing, Owner and Land Trust will endeavor to work cooperatively and diligently to update this plan regularly, as described herein and by the Easement.

In the event that Owner desires to change the agricultural uses on all or any portion of the Property, Owner agrees to provide advance notice to Land Trust so that Owner and Land Trust may review and, if necessary, update this Plan.

In the event that Owner intends to enter into a contract to convey or lease all or a portion of the Property, Owner agrees to provide advance notice to Land Trust and an opportunity to discuss the Easement and this Plan with the contract-buyer or lessee. Further, Owner shall notify the potential buyer or lessee of the Easement and this Plan and Owner shall require any lessee to conduct its operations in conformance with this Plan.

Acknowledged and agreed:

Owner

Land Trust

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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### **1. Easement Requirements of the Plan<sup>2</sup>**

The purpose of the Plan is to (i) preserve and protect the conservation values of the protected Property; (ii) support and enhance the health of the agricultural soils to support the long-term usability and viability of the Protected Property and its ecosystem for agricultural uses; (iii) support and enhance the vitality and diversity of the ecosystem of the Protected Property and the broader ecosystem of which the Protected Property is part; and (iv) encourage the production or realization of ecosystem services, including improved water quality, soil health, and/or carbon sequestration.

Property Description: Include a brief description of the farm, its setting/location, the agricultural and natural resources on the property and any other unique features or conditions worth noting.

Minimum Considerations. The Plan must not include any provisions inconsistent with the Conservation Values. In the event the Plan is interpreted so to conflict with the Easement, the Easement controls. The Plan will address, at minimum, the following: (i) agricultural soils management and enhancement; (ii) non-productive land, including field edges, wetlands, scrub and shrub areas, land under and around structures, access roads; (iii) weed/invasive and pest management; (iv) water resources, including soil water retention, irrigation water management, drainage management and improvement; (v) wildlife habitat and biodiversity; (vi) crop placement and rotation, as applicable to type of use; (vii) grazing management, as applicable to type of use; and (viii) forested areas.

No Affirmative Use Required. The Plan shall not require Owner to engage in agricultural uses on the Protected Property at any given time; however, the Plan shall address overall ecosystem health, weed management, soil health, and the promotion of the Conservation Values during such period the Protected Property is not actively used for agricultural uses.

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<sup>1</sup> Additional maps may be required to depict particular fields. Some practices may be applicable to one field and not others. If there are several fields with different required practices on each, a practice map may be necessary.

<sup>2</sup> This section should be revised to mirror the final language in the Easement to which it relates.

Development and Adoption of Initial Plan. The Plan will be [developed by the Owner [and agricultural operator] in consultation with, and subject to approval of, Land Trust under the provisions of 7.6 of this Easement. Land Trust may rely on the approval or development of the Plan by a qualified technical service provider or local, state or federal government agency or similar entity][OR][developed by a qualified technical service provider or local, state or federal government agency or similar entity, in consultation with, and subject to the approval of, the Owner and the Land Trust][OR][developed by the Owner, in consultation with, and subject to the approval of, a qualified technical service provider or local, state or federal government agency or similar entity and The Land Trust][OR][developed by the Land Trust in consultation with and subject to the Owner].

A copy of the Plan as approved by Land Trust shall be kept with Land Trust's records. The Plan, and any subsequent update to the Plan, is, and shall be, incorporated herein by reference.

Amendment, Modification, or Update of the Plan. The Land Trust and the Owner recognize that from time to time there may be a need to amend, modify, or update an approved Plan. Modification of an approved Plan may be requested by either the Owner or the Land Trust and must be approved under the provisions of section 7.6 of this Easement.

Modification of such plan may be requested for a variety of reasons, such as changing weather or climate conditions, changing market conditions, changes to the Owner's agricultural operations adjacent to the Protected Property, the need to economically improve the results of agricultural operations, and the need to prevent soil erosion or soil compaction or water pollution or other harm or threat to the Conservation Values of the Protected Property.

If any activities permitted by an approved Plan result in significant damage to the Conservation Values of the Protected Property, the Owner agrees to refrain from agricultural use in the affected area, modify the Plan or its execution (either, as approved by Land Trust) as is necessary to prevent further damage, and to conduct all agriculture going forward in a manner consistent with protecting the Conservation Values and the Conservation Purpose of this Easement.

The Plan will be amended, modified, and updated by Owner [and agricultural operator] in consultation with, and subject to approval of, Land Trust under the provisions of 7.6 of this Easement. Land Trust may rely on the approval or development of the Plan by a certified technical service provider or local, state or federal government agency or similar entity. [Duplicate language from (iv) above regarding the process for developing the Plan for consistency.]

Owner and Land Trust shall at a minimum review and update the Plan every 10 years. In the event the ownership of the Protected Property or the agricultural operator should change, or in the event that it becomes necessary, advisable, or desirable that the agricultural practices on the Protected Property should change to address changes in agricultural uses and the evolution and/or protection of the Conservation Values, to include improved agricultural management practices, or otherwise, Owner and Land Trust agree that the Plan will be reviewed and updated as necessary, advisable, or desirable. Owner and Land Trust shall execute the Plan each time it is adopted or amended.

Plan Baseline; Additional Minimum Standards or Practices. Any revised Plan shall endeavor to result in equal or greater protection and preservation of the Conservation Values of the Protected Property and equal or greater ecosystem services than provided under any previous Plan. However, Owner and Land Trust recognize that changes in economic conditions, climate conditions, evolution of the Conservation Values, or other circumstances may warrant a temporary change in practices. Land Trust may, at the written request of Owner [and agricultural operator] temporarily suspend provisions of the Plan or approve less favorable practices which do not significantly impair the long-term protection of the Conservation Values to the extent such less favorable practices are necessary to maintain the economic and functional viability of the Protected Property for agricultural uses.

Owner and Land Trust may, but are not required to, establish in the Plan required minimum practices or standards for restricting or limiting the use of the Protected Property (beyond the minimum standards or practices required by the Easement) which, once implemented, may not be reduced, eliminated, or modified unless (a) the implemented practice or standard has failed to generate the desired ecosystem service through no fault of Owner [or agricultural operator]; (b) the implemented practice or standard has deteriorated or cannot be implemented fully or timely because of conditions beyond the reasonable control of Owner [or agricultural operator] and despite diligent efforts by of Owner [or agricultural operator]; (c) another practice or standard will generate the same quantity of ecosystem services; or (d) a change in, or

exigent circumstances (economic, climate, or other) exist which in the reasonable discretion of Land Trust necessitate the reduction, elimination, or modification of the established minimum standards or practices, provided such reduction, elimination, or modification shall be for no longer than necessary to address or respond to such change in or exigent circumstances.

Compliance with Plan; Financial Support. Owner [and any agricultural operator] shall comply with the Plan. Land Trust may, but is not obligated to, offer technical support to Owner [or agricultural operator] to advance Owner's compliance with the Plan. Land Trust, may, but is not obligated to, compensate Owner [or agricultural operator] for any ecosystem services estimated to be produced or produced in connection with agricultural management practices implemented under the Plan.

## **2. Goals**

- A. Land Trust's Conservation Goals: *(please provide a brief description of Land Trust's conservation goals for the property. This will help determine which practices are required versus recommended.)*
- B. Owner Goals: *(please provide a brief description of the landowner's goals for their operation. This ensures the plan is a collaborative effort.)*
- C. Overview of property and operation: *(please provide a brief description of the property and the farming operation. Include things like location, acreage, crops grown, etc.)*

## **3. Management and Practices**

### **A. Soil Health**

**Cover crop:** Cover crops provide continuous living roots and soil cover, as well as help to minimize disturbance. They can also control erosion, add fertility and organic material to the soil, improve soil tilth, increase infiltration and aeration of the soil, and improve overall soil health.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a "Required Practice" below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

#### **[Include if Land Trust has agreed to compensate Owner to produce ecosystem services:]**

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**Crop rotation:** Crop rotation maximizes biodiversity. Other benefits of crop rotation include reduced pesticide costs and field operations by naturally breaking the cycles of weeds, insects and diseases; protected water quality by preventing excess nutrients or chemicals from entering water supplies; reduced soil erosion by

wind and water by adding crops like hay or small grains; increased soil organic matter; and, food and cover for wildlife provided.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

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**Tillage system:** Tillage causes great disturbance to the soil and damages soil aggregates. Intensive soil tillage can increase the likelihood of soil erosion, nutrient runoff into nearby waterways, and the release of greenhouse gases into the atmosphere. A reduction in how often or how intensively cropland is tilled enables the soil to retain more organic matter, which leaves the soil less susceptible to wind and water erosion and helps sequester carbon.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

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**Soil tests:** Soil tests can determine the current fertility and health of the soil. Test results can provide information about nutrient levels, soil acidity, and identify areas where excess nutrients may be present and causing environmental damage.

Current Management:

Management Recommendation: It is recommended that soil tests be done every three years to monitor any changes. If there are problem areas, test more frequently.

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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**Soil Amendments:** A soil amendment is any material added to a soil to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration and structure. Amendments that increase soil organic matter may improve the water holding capacity and infiltration in soils, which promotes resilience to climate-related impacts such as drought, heat waves, or heavy rains. Additionally, research shows that amendments can promote biological activity and supply vital nutrients, resulting in healthier plants that are less vulnerable to pests and disease.

Current Management:

Management Recommendation: Continue to monitor soil health needs through soil testing and adjust amendments as necessary. Consider the 4Rs of nutrient management –apply the Right nutrient source at the Right rate at the Right time in the Right place – to improve nutrient use efficiency by the crop and to minimize nutrient losses to the surface and groundwater and to the atmosphere.

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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## B. Water Resources

**Water resources:** When water resources are present, it is important to consider any potential runoff concerns as well as exclude livestock from entering the water bodies. If livestock are concentrated in the vicinity of streams or if runoff from areas of livestock concentration could reach the stream, a livestock exclusion system should be in place.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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### **Runoff**

Soil erosion: In areas where water resources are present, it is vital to monitor soil erosion. Soil erosion can lead to increased pollution and sedimentation in streams and rivers. One of the many problems that is commonly associated with soil erosion and sediment is the impact of P- and N-rich sediment in causing eutrophication, or a significant growth of algae and other aquatic plants in nutrient-enriched waters that lowers dissolved oxygen levels. As these algae and other plants die and decompose, the result is fish kills, increased turbidity, and shifts in aquatic flora and fauna populations.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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Nutrients (organics and inorganics) and chemicals can be transported to receiving waters through surface runoff, leached into shallow ground waters, or both in quantities that degrade water quality and limit use for intended purposes. Filter strips, or buffers, are strips of herbaceous vegetation that slow water flow and cause contaminants like sediment, chemicals and nutrients to collect in vegetation. Collected nutrients and chemicals are then used by vegetation before they enter water bodies.

Current Management:

Management Recommendation: Be sure to monitor areas where any herbicide, pesticide, or other nutrients are applied. Filter strips should be at least 20 feet wide unless location and design indicate a wider filter strip is needed. Inspect filter strips after storm events. Consider adding filter strips to the fields that do not currently have them. Enhanced buffers may be required to conform to specific easement requirements or applicable federal, state and local law.

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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C. Plant Health and Composition

**Forest:** forest management plans are an effective tool in active land management. Properly managed forests can store carbon, help slow water flow in flooding events, and attract beneficial insects and pollinators.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]



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**Pest Management:** Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. There is a four-tiered approach: set action thresholds, monitor and identify pests, prevention, and control.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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**Grazing and Forage:** Rotational grazing can provide better forage quality for livestock, allow for even organic matter distribution, reduce compaction, and give the plants time to rest before they are grazed again. For rotational grazing to be effective, the timing of rotations must be adjusted to the growth stage of the forage. A grazing plan is an effective tool to manage stocking rates and grazing periods to adjust the intensity, frequency, timing, duration, and distribution of grazing and/or browsing to meet the planned objectives for the plant communities, and the associated resources, including the grazing and/or browsing animals. Grazing plans will also map out proper fence locations, as well as make suggestions surrounding irrigation and proper water supply sites for livestock.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a “Required Practice” below or be an additional practice which is not required.]

Required Practices: [NOTE: This includes one or more specific recommendations which the Owner has agreed to implement voluntarily or for payment. If the latter, the optional bracketed statement below needs to be included.]

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D. Wildlife

**Wildlife Management Plan:** Wildlife management plans are simply written guides for how, when, and where to implement habitat improvement practices. Plans vary depending on management objectives, habitat and site characteristics, financial resources, and existing land uses. It is important that management plans be usable and flexible documents that guide forest and farm owners toward improving their land for wildlife.

Current Management:

Management Recommendation: [NOTE: This likely includes a general statement on recommended practices and includes one or more specific practice recommendations, whether such practice will be a "Required Practice" below or be an additional practice which is not required.]

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E. Non-productive Agricultural Land

[This section should be used to document practices and discuss treatment of land protected under the easement that is not in active agricultural use. *For example: a field that has been removed from active agricultural production that has the potential, or is planned for restoration of agricultural use.*

#### **4. Record Keeping**

Recordkeeping: Land Owner and operator(s) will keep adequate records and data regarding the agricultural operations on the Property under the Plan, and collaborate with, and provide information to, Land Trust to quantify the costs and benefits of agricultural practices under the Plan. Such information includes: [Add information relevant to interests and use of the Property, e.g. planting records, soil amendments/inputs, harvest and yield records, grazing plans, crop rotation information, soil test results, weather logs, etc.]