

**DEED OF CONSERVATION EASEMENT  
(INCLUDING RIGHT OF FIRST REFUSAL)**

THIS CONSERVATION EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2018, by and between

**FRANK GATEWAY, CINDY GATEWAY AND JEFFREY GATEWAY**

("Grantor"), with a mailing address of 123 Scenic Vista Road, Scenic Vista, NY 12345; and

**FARMLANDS FOREVER**

("Grantee"), a New York not-for-profit corporation having its principal place of business at 4 Agrarian Way, Hamlet, New York 12345.

The Grantee and the Grantor, as such terms are more completely defined below in Section 4 ("Definitions"), are hereinafter referred to as the "Parties."

**WHEREAS:**

- A. Grantor is the sole owner in fee simple of certain real property ("Property") consisting of 188.5 acres of land, and improvements thereon located in the Town of Hamlet, Columbia County, New York, as more particularly described on the attached Exhibit A ("Legal Description and Survey of Property") and shown on the map attached as Exhibit B ("Conservation Easement Map"), both attached hereto and incorporated herein by this reference.
- B. The Property possesses the following conservation values and public benefits (collectively, the "Conservation Values") that will be conserved through the restrictions on the Property's use that are contained in this Conservation Easement:
  - (i) The Property consists primarily of productive agricultural land. The Property contains approximately 45 acres of prime soils, and approximately 27 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
  - (ii) Approximately 5,300 feet of frontage on an intermittent stream that flows into Scenic Creek, designated by the New York State Department of Environmental Protection protected as Class C trout spawning (TS) stream, the highest ranking for a fishing stream. Scenic Creek flows into the Hudson River;
  - (iii) Approximately 13 acres of a larger 22-acre wetland complex, as designated by the New York State Department of Environmental Conservation. The NYS DEC ranks wetlands from Class 1 to Class 4, with Class 1 receiving the highest level of protection, accordingly with the 1975 Freshwater Wetlands Act passed by the New York State Legislature. In addition, the Property contains approximately 13 acres of 22-acre wetland

identified in the National Wetlands Inventory of the United State Army Corps of Engineers.

(iv) Frontage on both sides of and highly visible from Scenic Vista Road.

C. Conservation of the Property by means of this Conservation Easement will further the following clearly delineated governmental policies (collectively, the “Governmental Policies”):

(i) Article 14 of the New York State Constitution states that “the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products”.

(ii) Section 49-0301 of the New York State Environmental Conservation Law states: “The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;”

(iii) The Property is located within Columbia County’s Agricultural District #4, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the “AML”). Section 300 states: “It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State’s agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;

(iv) Article 25-AAA, Section 321 of the AML states: “It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture,” the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics;

(v) The Property is located within Columbia County, which County legislative body passed in 1993 a “Local Law establishing Right-To-Farm Legislation” based on

findings... “that farming is important to Columbia County because it is a livelihood and provides employment for agriservices; provides locally produced, fresh commodities; agricultural diversity; promotes economic stability; agriculture maintains open space and promotes environmental quality; and agricultural land does not increase the demand for services provided by local government”.

(vi) The Property is located within Columbia County, which adopted an Agricultural and Farmland Protection Plan June 19, 2013. The Plan recommends that the County “Partner with Farmlands Forever, municipalities, and qualified regional conservation partners to identify conservation projects to encourage and implement voluntary conservation easements. [and that the County] Partner with Farmlands Forever, who works with the community to conserve the farmland, forests, wildlife habitat, and rural character of Columbia County by strengthening connections between people and the land...”.

(vii) The Property is located within the Town of Hamlet, which adopted a Comprehensive Plan September 13, 1990. The Plan recommends that “Agriculture and agri-businesses that preserve the rural character of the Town should be preserved....open space preservation is necessary if Hamlet is going to maintain its traditionally rural atmosphere. Open space can be preserved by land acquisition, clustering, conservation easements, and the transfer of development rights.” (pg. 10)

- D. Grantee is a New York not-for-profit corporation and a permissible grantee of a conservation easement within the meaning of Article 49, Title 3, of the Conservation Law (such statute, as amended, the regulations promulgated thereunder, as amended, and any successor to such statute and/or regulations, hereinafter "Conservation Law") and has the power to acquire conservation easements.
- E. Grantee is incorporated for the charitable purposes of, among other things, the conservation of open space, farmland, forestland, and wildlife habitat.
- F. The State of New York has provided \$ \_\_\_\_\_ to acquire this Conservation Easement through its Farmland Protection Implementation Grants Program, administered by the New York State Department of Agriculture and Markets.
- G. Grantee has determined that acquiring a conservation easement on the Property which protects the agricultural values of the Property will further its charitable purposes of conserving the open space, farmland, forestland and wildlife habitat.
- H. Grantor and Grantee desire to ensure that the agricultural characteristics of the Property will be protected for the benefit of the public and future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of the Conservation Law.
- I. Grantor has received such independent legal and financial advice regarding this Conservation Easement that Grantor deemed necessary. Grantor freely and with full will

signs this Conservation Easement in order to accomplish the purposes of this Conservation Easement as stated in Section 2 ("Purposes") herein.

**NOW, THEREFORE,** Grantor, for and in consideration of \$\_\_\_\_\_ and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an absolute and unconditional conveyance, does hereby grant, convey and give unto Grantee a perpetual conservation easement over the Property as set forth below, and the Parties further agree as follows:

### **1. GRANT OF CONSERVATION EASEMENT.**

Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement, an immediately vested interest in real property as defined by the Conservation Law, over the Property, protective of the Conservation Values herein described, for the benefit of the general public (the "Conservation Easement"), which Conservation Easement shall run with and bind the Property in perpetuity. This grant includes a right of first refusal under the terms of Section 10 ("Right of First Refusal") of this Conservation Easement. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor acknowledges Grantee's authority to enforce this Conservation Easement in the manner described below.

### **2. PURPOSES.**

The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except those allowed herein. In achieving such prevention, the Property shall be forever reserved for continued Agricultural Use.

All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement. The Secondary Purposes of this Easement include conservation and protection of the Property's natural and scenic resources, and their associated unique and natural features.

Singly, each of these purposes is referred to herein as a "Purpose" (e.g., "applicable Purpose"). Collectively, these purposes are referred to herein as the "Purposes."

### **3. IMPLEMENTATION.**

This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

### **4. DEFINITIONS.**

As used in this Conservation Easement, the terms:

**“Agricultural Activities”** consist of: (i) the production of crops; (ii) the production of livestock and livestock products; (iii) animal husbandry; (iv) Agroforestry (as defined hereinafter), to the extent otherwise permitted by the terms of this Conservation Easement; (v) farm operations for personal, non-commercial purposes or for commercial purposes, as the term “farm operations” is defined in Section 301 of the New York State Agriculture and Markets Law (“the Agriculture and Markets Law”), as amended, or any successor law; and (vi) if otherwise permitted by the terms of this Conservation Easement, establishing, reestablishing, maintaining and using cultivated fields, orchards, pastures and open fields by means including, but not limited to, tilling, mowing, grazing, brush hogging and tree felling. Sod and turf farming are not included within the definition of Agricultural Activities.

**“Agricultural Structures and Improvements”** shall mean normal and customary structures or improvements used for Farm Operations and on-farm production, preparation, and storage for personal, non-commercial purposes or for commercial purposes as defined under Section 301 of the New York State Agriculture and Markets Law, as amended, or any successor statute. Agricultural Structures and Improvements include, but are not limited to, barns, garden sheds, greenhouses, animal run-in or loafing sheds (defined as a building or covered structure that houses or otherwise shelters animals or livestock in a specific location for any period of time), unenclosed feed storage areas, sap-boiling houses, bunker silos, grain drying facilities, pole barns, riding rings, equestrian facilities, and other similar agricultural facilities;

**“Agricultural Use”** shall be defined as those activities necessary to:

- (i.) produce “Crops, Livestock and Livestock Products”; or
- (ii.) use the Property as a “Farm Operation” to the extent permitted by this Easement; or
- (iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or
- (iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is contained in a Conservation Plan.

**“Agroforestry”** is an agricultural practice in which trees or shrubs are cultivated contemporaneously, and interspersed with, herbaceous crops and/or livestock, and includes the practices of silvopasture and silviculture. For purposes of this Conservation Easement, Agroforestry does not include timber harvest or the cutting or removal of trees which were not planted as an agricultural crop.

**“Attorney’s Fees”** shall mean any and all fees and expenses incurred in connection with legal representation, dispute resolution, or dispute management including, but not limited to, expenses of investigation, negotiation, mediation, settlement or suit and reasonable expert’s and consultant’s fees witness fees, and related disbursements and costs.

**“Baseline Documentation Report”** is a report, comprised, in part, of photographs, maps and the Conservation Easement Map (Exhibit B), which describes the condition of the Property as of the date of this Conservation Easement. The Baseline Documentation Report has been prepared and subscribed by both Parties, and a copy thereof is on file with Grantee and Grantor, and Grantor and Grantee have each executed the Certification And Acknowledgement Of Baseline Documentation, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation report to show a change of conditions;

**“Conservation Easement”** refers to the grant of a conservation easement that is the subject of this document, as further described in Section 1 (“Grant of Conservation Easement”) herein;

**“Conservation Law”** shall mean Article 49, Title 3, of the New York State Environmental Conservation Law, as amended, the regulations promulgated thereunder, as amended, and any successor to such statute and/or regulations;

**“Conservation Plan”** shall be defined as an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

**“Conservation Values”** are those listed in Whereas clause B herein, collectively;

**“Crops, Livestock and Livestock Products”** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

**“Customary Home Occupations, Cottage Industries, Other de Minimis Commercial Activities and Non-Commercial Activities”** are defined as routine accessory and customary non-residential and non-agricultural use, that: (i) is clearly secondary to the principal agricultural use of the Property; and (ii) does not include any significant industrial use (other than small crafts, sewing, etc.) Examples include, without limitation, professional offices within a Residential Dwelling, writing, computer programming, creation of visual arts (e.g. paintings, sculptures), bed and breakfasts, crafts production, tag sales, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding, camping, hunting, home schooling, day care, farm tours, agricultural classes, nature interpretation, and other educational programs;

**“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;

**“Excluded Surfaces”** are those Use Areas and Impervious Surfaces which, in accordance with Section 6.2.1, are excluded from the Limitations on Impervious Surfaces articulated in Section 6.2 herein;

**“Existing”** shall mean in existence as of the date of this Conservation Easement and as shown on Exhibit B and the Baseline Documentation Report. When used without an initial capital letter, the term “existing” includes both Existing conditions shown in Exhibit B and objects and activities that came into existence following the date of this Conservation Easement, provided that said existing object or activity came into existence in accordance with, and not in violation of, the terms of this Conservation Easement;. For the sake of clarity, sentences that begin with the word “Existing” include a parenthetical small “e” following the initial capital “E” when the meaning is intended to include both baseline conditions and later arising conditions;

**“Farm Labor Housing”** means dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a structure used as the primary residence of a farm owner and/or operator is not “Farm Labor Housing”. (See also, “Temporary Farm Labor Housing”);

**“Farmstead Complex”** means the location within this Conservation Easement as shown on Exhibit B and as described in Exhibit C (“Legal Description of Farmstead Complexes”) attached hereto and incorporated by this reference;

**“Farm Operation”** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of the Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of the repeal shall serve thereafter.

**“Footprint”** of a structure or improvement shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground;

**“Governmental Policies”** are those listed in Whereas clause B herein, collectively;

**“Grantee”** includes the original Grantee and its successors and assigns;

**“Grantor”** includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest or beneficial equity interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof, and any other person claiming under each of them. Where a Grantor owns or has an interest in only a portion of the Property, the term “Property” shall mean, as to any Grantor, only the portion of the Property owned by that Grantor or in which that Grantor has an interest. With respect to any portion of the Property, the term Grantor

shall be understood to mean each and all of the Grantors having an interest in that portion of the Property. A Grantor shall have no rights or obligations under this Conservation Easement with respect to any portion of the Property in which the Grantor has no interest;

**“Ground Lease”** means a long term (e.g. 99 year) lease of the Property, or a portion thereof, as separate from the Property’s structures and improvements.

**“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, and any other substance or waste defined as a “Hazardous Material” under Federal or New York State law. The term “Hazardous Material” shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in reasonable quantities and in compliance with all applicable laws, for a lawful agricultural operation;

**“High Tunnel”** is a temporary greenhouse having a framework covered with demountable materials, which is movable, does not disturb the soil profile, and does not have floors or foundations of any kind;

**“Impervious Surfaces”** are defined as material that does not allow water to percolate into the soil on the Property; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Impervious Surfaces do not include permeable surfaces such as gravel roads and gravel parking areas, High Tunnels, or structures whose principal purpose is to responsibly manage manure and manure storage for the Farm Operation. Structures or improvements whose Footprint is fifteen (15) square feet or smaller are similarly not included as Impervious Surface, except that for Structures and Improvements used or intended for Renewable Energy production, the aggregate Footprint shall be calculated for the total area of ground covered by such structures or improvements as if they together formed a single structure or improvement, as measured by area of ground beneath such structure;

**“Invasive Plant Species”** are those listed by The Nature Conservancy, the United States Department of Agriculture, New York State Department of Environmental Conservation, or The New York State Office of Parks, Recreation and Historic Preservation;

**“Ownership Unit”** shall be defined as a portion of the Property owned by a distinct owner (or group of owners), irrespective of the number of tax parcels included under that common ownership. (As of the date of this Conservation Easement, the entire Property is comprised of one Ownership Unit. Additional, future Ownership Units may be permissible pursuant to the terms of Section 7 (“Subdivision, Lot Line Adjustments, and Separate Conveyance”) herein;

**“Parties”** shall mean Grantee and Grantor, collectively;

**“Percentage Interest”** refers to Grantee’s percentage interest in the fair market value of the Property, as more specifically described in Section 8.7A (“Percentage Interest”) herein;

**“Property”** shall mean the real property, and improvements thereon, subject to this Conservation Easement, as described in Whereas clause A herein, and as more particularly described on the attached Exhibit A (“Legal Description and Survey of Property”) and shown on the map attached as Exhibit B (“Conservation Easement Map”), annexed hereto;

**“Purpose(s)”** shall mean such conservation purpose(s) articulated in Section 2 (“Purposes”) herein, which Section includes definitions for “Primary” and “Secondary” Purposes;

**“Renewable Energy”** is energy (often in the form of electricity or thermal regulation) that is generated from resources which are naturally replenished at a rate that is greater than or substantially similar to the rate of depletion of the resource, if any, by such energy generation. Examples include energy generated from sunlight, wind, rain, tides, waves, running water and geothermal heat.

**“Residential Dwelling”** means dwellings or structures, together with accessory structures and improvements that comprise single-family dwellings, two-family dwellings, apartments, “in-law” apartments, and guest houses. Farm Labor Housing is not to be considered a Residential Dwelling herein;

**“Right of First Refusal”** shall mean those rights conveyed by Grantor to Grantee in Section 10 (“Right of First Refusal”) herein;

**“Sound Agricultural Practices”** is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way;

**“Staging Areas”** are those areas where logs are temporarily stored prior to transport off the Property;

**“Temporary Mass Gathering”** shall be an assemblage or gathering of more than 1,000 persons or any assemblage or gathering of more than 500 persons which continues or can be reasonably expected to continue for more than eight consecutive hours;

**“Temporary Structures”** are defined as structures that are placed on the Property for only a limited period of time and: (i) do not utilize permanent foundations (such as concrete foundations or concrete pads) of any kind; (ii) do not require excavation prior to installation and do not disturb the soil profile; and (iii) can reasonably be relocated. Some examples of Temporary Structures include High Tunnels, portable farm stands, some types of run-in shelters for livestock, some mobile homes, and some types of Farm Labor Housing;

**“USDA”** shall mean the United States Department of Agriculture; and

“**Use Areas**” are portions of the Property subject to different restrictions and permitted uses, as further defined in Section 6 (“Permitted and Restricted Uses and Activities”) herein. The Use Areas comprising the Property are the Farmstead Complexes, Farm Area, and Resource Protection Area.

“**Viable Agricultural Land**” is defined as land highly suitable for a Farm Operation.

## **5. RESERVED RIGHTS.**

Subject to the restrictions and covenants set forth in this Conservation Easement, Grantor reserves for itself, and for any successors to its interest as owner of the Property, all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive use, possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, as well as the right to exclude any member of the public from trespassing on the Property, subject to Section 6 herein (“Permitted and Restricted Uses and Activities”). Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Nothing contained herein shall restrict an owner of the Property or any part thereof from imposing further restrictions upon conveyance or otherwise, provided such restrictions are not inconsistent with the terms of this Conservation Easement.

## **6. PERMITTED AND RESTRICTED USES AND ACTIVITIES.**

The uses and activities permitted hereunder are subject to the restrictions contained in this Conservation Easement, including without limitation, this Section, and any permits or approvals required by local, state or federal law or regulation. Permitted uses of the Property are location-dependent and for purposes of this Conservation Easement, the Property is divided into the following Use Areas as depicted on the attached Conservation Easement Map, Exhibit B, and as further described herein:

- (i) Farmstead Complexes, described in Exhibit C (“Legal Description of Farmstead Complexes”) attached hereto and incorporated herein by this reference, comprised of five (5) acres each;
- (ii) the Farm Area, which comprises the majority of the Property; and
- (iii) the Resource Protection Area (RPA), comprised of wetlands designated by both the NYS DEC and the United States Army Corps of Engineers;

Each Use Area has been carefully sized and sited, and the uses permitted in each Use Area have been carefully selected, such that the uses within each Use Area are not anticipated to materially impair the Conservation Values or to interfere with the Purposes of this Conservation Easement. General restrictions applicable to uses and activities anywhere on the Property, without respect to the Use Area in which they occur, are identified in Subsection 6.1 (“General Restrictions Applicable to the Entire Property”).

Additional restrictions on Impervious Surfaces, that are applicable only to the Farm Area and the Resource Protection Area, but not the Farmstead Complexes, are identified in Subsection 6.2 (“Limitations on Impervious Surfaces”).

Permitted uses and restrictions applicable specifically to the Farmstead Complexes are identified in Subsection 6.3.1 (“Permitted and Restricted Uses and Activities within the Farmstead Complex”)

Permitted uses and restrictions applicable specifically to the Farm Area are identified in Subsection 6.3.2 (“Permitted and Restricted Uses and Activities within the Farm Area”).

Permitted uses and restrictions applicable specifically to the Resource Protection Area are identified in Subsection 6.3.3 (“Permitted and Restricted Uses and Activities within the Resource Protection Area”).

**Abandoned Roads Become Part of Farm Area.** If any public road on the Property should be abandoned such that the rights of the public in said road are terminated, the area of said road shall be thenceforth considered part of the Farm Area, unless such road is within an Existing Farmstead Complex, in which case the respective area becomes part of such Farmstead Complex, and any portion of such road that is comprised of Impervious Surface as of the date of such abandonment shall be excluded from the Limitations on Impervious Surfaces articulated below.

## **6.1 General Restrictions Applicable to the Entire Property**

**6.1.1 Activities.** No residential, commercial, or industrial activities are permitted on the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein. Such expressly permitted activities may differ by Use Area. In the exercise of any such expressly permitted rights, Grantor and its assigns, agents and lessees shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation.

**6.1.2 Structures and Improvements.** No permanent structures, Temporary Structures or other improvements, including, but not limited to, buildings, appurtenant facilities, shelters, fences, driveways, roads, utility lines, utility structures, golf courses, driving ranges, putting greens and athletic fields may be constructed, created, erected, moved onto, or installed on, over, under, or across the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein. Athletic fields for noncommercial purposes are expressly permitted only in the Farmstead Complexes. Enterprises which produce or market petroleum or chemical products are prohibited on the Property. Commercial recreational improvements that, in Grantee’s sole judgment, interfere with the Purposes of this Conservation Easement, significantly disturb the farm soils, or otherwise adversely affect agricultural uses on a continuing basis, which

may include, but are not limited to, commercial race tracks, commercial airstrips, commercial helicopter pads, are prohibited on the Property.

**6.1.3. Chemicals.** All pesticides, herbicides, fertilizers, or other chemical treatments shall be conducted in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way.

**6.1.4. Waste Management.** The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, Hazardous Materials, abandoned vehicles, appliances, or debris on the Property is prohibited. However, this shall not prevent, in areas of the Property outside the Resource Protection Area: (i) the storage, compost, application, or injection of agriculturally-related waste or biodegradable material; (ii) appropriate routine storage of garbage and wastes from Permitted Uses of the Property pending transport for proper disposal; (iii) the storage of old farm equipment used for parts; (iv) composting or re-use of biodegradable materials generated off the Property for use on the Property or commercial use so long as they are used and stored in accordance with sound agricultural practices (as described in Section 6.1.3) and any applicable local, state, and federal laws and regulations; and (v) storage and treatment of sewage associated with buildings permitted on the Property. Notwithstanding the foregoing, environmental response actions in compliance with Environmental Law to remove, remediate or mitigate Hazardous Materials wherever found on the Property shall be permitted.

Grantor and Grantee acknowledge the Existing farm dumps as depicted on Exhibit B and documented in the Baseline Documentation Report. Any additional dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris at this location on the Property is prohibited.

**6.1.5. Granting of Easements for Utilities and Roads.** The granting or expansion of easements for utilities or roads is prohibited without Grantee's Approval. Such approval shall be sought in accordance with Section 8.2 ("Notices and Requests for Approval") herein, and such approval shall be granted only when Grantee determines that the proposed utility or road will not harm the agricultural use, future agricultural viability and other Conservation Values of the Property.

**6.1.6 Subdivision and Separate Conveyance.** Except as provided for in Section 7 ("Subdivision, Lot Line Adjustments and Separate Conveyance") herein, subdivision, and separate conveyance of portions of the Property, are prohibited.

**6.1.7 Alteration of Water Resources.** Waterways, waterbodies and wetlands located on the Property, and groundwater under the Property, shall not be in any way diverted, dammed, drained or otherwise materially altered, except: (i) for

conditions Existing as of the date of this Conservation Easement; (ii) as expressly permitted herein; (iii) as a result of naturally occurring alteration (such as that caused by beaver, floods or other similar natural events.) Expressly permitted alteration of water resources may vary by Use Area.

#### **6.1.8. Mining and Surface Alteration.**

**6.1.8.A. Prohibitions on Extraction and Alteration.** Surface and subsurface exploration for, and development, storage, mining, extraction and removal, in any manner and by any party, of minerals, natural deposits or hydrocarbons (including, but not limited to, oil, gas, soil, sand, gravel, rock, peat, sod and coal) are prohibited, except as provided for in Section 6.1.8.B. ("Exceptions to Prohibitions on Extraction and Alteration"). Grading, blasting, filling, and any other activity that disturbs the soil surface or materially alters the topography of the Property is prohibited, except as provided for in Section 6.1.8.B. ("Exceptions to Prohibitions on Extraction and Alteration"), in accordance with Section 8.2 ("Notices and Requests for Approval") herein. These restrictions shall not prevent the installation of local and residential utility lines, drinking water and agricultural irrigation wells, septic systems or other utilities as may be reasonably necessary to serve the structures and uses permitted hereby, or the construction of ponds or driveways as permitted herein. Surface and/or subsurface mineral rights may not be sold, leased, or otherwise transferred to another party separate from the ownership of fee simple title. If fee simple title to the Property is transferred to another party such surface and/or subsurface mineral rights shall remain subject to the limitations of this Section 6.1.8.

**6.1.8.B. Exceptions to Prohibitions on Extraction and Alteration.** Grantor's removal of stone, sand or gravel for non-commercial purposes as necessary and incidental to the construction or maintenance of those improvements (including farm roads) and the conduct of those uses on the Property that are reserved by Grantor under this Conservation Easement may be undertaken following prior written approval of Grantee, in accordance with Section 8.2 ("Notices and Requests for Approval") herein, provided that said removal will meet or exceed the following requirements:

- a. will be limited and localized in impact, such that the surface disturbed by such extraction will not exceed more than ½ (one half) acre of the Property at one time (except such soil disturbance as is reasonably necessary for Agricultural Activities conducted in accordance with the terms of this Conservation Easement and in accordance with sound agricultural practices (as described in Section 6.1.3);

- b. will not conflict with the Purposes of this Conservation Easement nor impair the Property's Conservation Values; and
- c. minimizes, to the extent practicable, impacts to the prime, statewide important and unique soils on the Property.

Any and all removal and use of stone, sand and gravel must conform and meet all such requirements, failing which Grantee may enjoin additional extraction and otherwise enforce the provisions of this Section in accordance with Section 8.5 ("Enforcement") hereof. All practical means to mitigate any adverse effect on the Conservation Values of the Property shall be used in carrying out any permitted extractive activities. Upon completion of said permitted extractive activities, Grantor shall promptly restore any portion of the Property affected thereby as nearly as possible to its condition existing prior to commencement thereof, except where such activities are for the purpose of construction of a permitted structure or improvement, in which case the area occupied by the completed structure or improvement need not be restored, but any disturbed area around it shall be restored as provided in this sentence.

**6.1.9. Reaffirmation.** Except as otherwise provided in this Conservation Easement no use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or is likely to become inconsistent with the Purposes of this Conservation Easement as stated in Section 2 ("Purposes") herein, or impairs the Property's Conservation Values.

**6.1.10. Signage Restrictions.** Signs may not be placed or erected on the Property, except for:

- (i) signs identifying the Property's boundaries (which signs may include language regarding trespassing, hunting, etc.);
- (ii) signs promoting uses of the Property that are permitted by this Conservation Easement, provided that no such signs are located within the Resource Protection Area;
- (iii) reasonable and customary temporary residential signage for purposes such as advertising the sale or rental of the Property, holding tag sales, and expressing political views during active election or referenda periods; and
- (iv) signage to promote, acknowledge, or announce this Conservation Easement, where if Grantor agrees to have such sign erected on the Property Grantee may install, repair, remove and replace such signage, provided that such signage shall not exceed 10 square feet and shall be erected and maintained solely by the Grantee. Any such signage shall acknowledge the role played by Farmlands Forever (or its successor in interest) in securing or stewarding this Conservation Easement. Grantee and Grantor shall agree on location of any such sign.

Any signs otherwise permitted by the terms of this Section 6.1.10 shall be not be larger than 32 square feet and shall not be internally lit.

## **6.2 Limitations on Impervious Surfaces**

The aggregate of any and all Impervious Surfaces, as defined in Section 4 (“Definitions”) herein, are limited on the Property, as follows:

### **6.2.1. Areas Excluded from Limitations on Impervious Surfaces:** The following Impervious Surfaces shall be excluded from the Limitations on Impervious Surfaces (“Excluded Surfaces”):

**6.2.1.1.** The following Use Areas, in their entirety, are excluded from the Limitations on Impervious Surfaces described in this Section 6.2: the Farmstead Complexes. Within said Use Areas, Impervious Surfaces are unlimited.

**6.2.1.2.** Within Use Areas (identified in Section 6.2.2. below) that are subject to the Limitations of Impervious Surface described in this Section 6.2, the following Impervious Surfaces shall be excluded from the calculations of Impervious Surface coverage (described in Section 6.2.3 herein): (i) Temporary Structures (except Temporary Structures used for Farm Labor Housing); (ii) any paving, pavement, or installation of an impervious road surface on a public road by the municipal, county or state entity responsible for maintaining such public road; (iii) any paving, pavement, or installation of an impervious road surface on other roads or passageways controlled by parties whose rights of use are not subject to this Conservation Easement, when such paving or installation is conducted by and intended for the primary benefit of such parties and without the consent or participation of Grantor; (iv) any portion of a road in which the rights of the public have been abandoned or terminated that was comprised of Impervious Surface on the date of such abandonment or termination.

### **6.2.2. Use Areas Subject to Limitations on Impervious Surfaces:** The Limitations on Impervious Surfaces described in this Section 6.2 apply to the following Use Areas on the Property: Farm Area and Resource Protection Area.

### **6.2.3. Numerical Limits for Affected Use Areas:** Impervious Surfaces shall not exceed 2% of the aggregate area of those Use Areas that are subject to the Limitations on Impervious Surfaces, as defined immediately above in subsection 6.2.2. However, upon Grantor’s demonstration of credible need for additional structures and improvements comprised of Impervious Surfaces to be located outside of the Farmstead Complexes with the prior written approval of Grantee pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, additional structures and improvements that are otherwise permitted in those Use Areas (pursuant to Sections 6.3.2

and 6.3.3 herein may be constructed or installed over an area not to exceed an additional 3% of the aggregate area of those Use Areas that are subject to the Limitations on Impervious Surfaces, within any Existing or permitted future Ownership Unit.

The aggregate area of Existing Impervious Surfaces in those Use Areas subject to Limitations on Impervious Surfaces, as of the date of this Conservation Easement, is included in the Baseline Documentation Report. As of the date of this Conservation Easement, 2% of the aggregate area of those Use Areas subject to Limitations on Impervious Surfaces on the entire Property is approximately 3.50 acres, or 152,460 square feet, which shall remain constant without regard to any subsequent alterations to the Property's Use Areas that would otherwise affect the acreage. The additional 3% of the aggregate area of those Use Areas subject to Limitations on Impervious Surfaces on the entire Property is approximately 5.25 acres, or 228,690 square feet, which shall remain constant without regard to any subsequent alterations to the Property's Use Areas that would otherwise affect the acreage. The maximum of 5% of the aggregate area of those Use Areas subject to Limitations on Impervious Surfaces on the entire Property is approximately 8.75 acres, or 381,150 square feet, which shall remain constant without regard to any subsequent alterations to the Property's Use Areas that would otherwise affect the acreage. As of the date of this Conservation Easement, the Existing Impervious Surfaces within those Use Areas that are subject to Limitations on Impervious Surfaces collectively cover 0 acres (0 square feet) which constitutes 0% of the aggregate area of those Use Areas subject to Limitations on Impervious Surfaces on the entire Property; any areas within those Use Areas to which the limitations on Impervious Surface coverage do not apply (as further articulated below) are excluded from this calculation.

**6.2.4. Apportionment of Permitted Impervious Surface in the Event of a Subdivision:** In the event a permitted subdivision is proposed pursuant to Section 7 of this Conservation Easement ("Subdivision, Lot Line Adjustments, and Separate Conveyance"), any rights to construct new Impervious Surfaces, as set forth in this Section 6.2 ("Limitations on Impervious Surface") herein shall be allocated as follows: the total square footage of permitted Impervious Surface allowed on the Property at the time of subdivision shall be allocated between the parent parcel and the newly subdivided parcel equal to the proportion of the acreage of each resulting parcel relative to the parent parcel and including any already existing impervious surface as part of the overall calculation. With prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, Grantee's approval, Grantor of the parent parcel and the owner of the newly subdivided parcel may agree to alter such allocation provided the combined allocation does not exceed the permissible limits for

the combination of the parent parcel and the newly subdivided parcel, nor that either parcel is afforded no impervious surface.

### 6.3 Permitted and Restricted Uses Applicable to Specific Use Areas

#### 6.3.1. Permitted and Restricted Uses and Activities within the FARMSTEAD COMPLEXES.

Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Farmstead Complexes:

**6.3.1.A. Agricultural Activities.** Farm Operations, the production of crops, livestock and livestock products, which includes, but is not limited to, the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands is permitted. Said farming practices shall be conducted in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way.

#### **6.3.1.B. Structures and Improvements.**

Restrictions on structures and improvements are articulated in Section 6.1.2 (“Structures and Improvements”) herein.

With prior notice to Grantee, pursuant to Section 8.2 (“Notices and Requests for Approvals”) herein, and subject to the provisions of, 6.3.1.C (“Utilities, Driveways, Roadways, and Renewable Energy”) and 6.3.1 D (“Water Resources”) herein, new permanent structures, new Temporary Structures and other new improvements may be constructed or placed and utilized within the Farmstead Complexes (with prior written notice to the Grantee in accordance with Section 8.2 herein), and existing permanent structures and Temporary Structures and improvements may be utilized, maintained, repaired, enlarged, replaced, relocated and removed within the Farmstead Complexes, for the following expressly permitted purposes only, subject to applicable laws and subject to the additional conditions articulated below:

- (i) **Residential Purposes.** Residential Dwelling(s), as defined in Section 4 herein, for residential purposes, together with appurtenances and non-habitable accessory structures that are usual and customary to permitted residential use on a farm are permitted.
- (ii) **Farm Labor Housing.** Farm Labor Housing, as defined in Section 4 herein is permitted.

- (iii) **Agricultural Structures & Improvements.** Agricultural Structures and Improvements, as defined in Section 4 herein, used primarily for purposes related to a Farm Operation and for such other agricultural purposes, in accordance with sound agricultural practices (as described in Section 6.1.3), as (a) the production, storage or sale of farm products or by-products, or processing of farm products or by-products produced or partially produced on-site, (b) the storage of equipment used for Agricultural Activities, and (c) the keeping of livestock or other animals are permitted.
- (iv) **Agriculture-related Commercial Purposes.** Agriculture-related commercial purposes which may include, but are not limited to, the preparation, processing, storage and sale of farm produce and related products, (e.g., maple syrup, pesto, lumber, etc.), the commercial repair of farm machinery, the sale of non-petroleum items commonly used for Agricultural Activities (e.g. seeds, tools, compost), provided such activities do not negatively impact the Conservation Values of the Property and are subordinate to the overall agricultural use of the Property are permitted.
- (v) **Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities, and Non-commercial Activities Purposes and Structures.** Customary home occupations, cottage industries, other de Minimis commercial activities and non-commercial activities, provided such activities: (a) are compatible with and subordinate to the agricultural uses of the Property, (b) do not negatively impact the Conservation Values of the Property (c) are otherwise compatible with the Purposes of this Conservation Easement are permitted. Examples of customary home occupations, cottage industries, other de Minimis commercial activities and non-commercial activities include, without limitation, professional offices within a Residential Dwelling, bed and breakfasts, crafts production, tag sales, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding, camping, hunting, home schooling, day care, farm tours, agricultural classes, nature interpretation, artist's studio, and other educational programs are permitted.

- (vi) **Adaptive Reuse.** E(e)xisting structures and improvements may be adaptively reused for any of the purposes permitted in this Section 6.3.1.B. ("Structures and Improvements").
- (vii) **Fences.** Fences for any purpose.

**6.3.1.C. Utilities, Driveways, Roadways, Trails, and Renewable Energy.**

With prior written notice to the Grantee in accordance with Section 8.2 herein, the construction and repair of utilities (including wells and septic systems) and roads necessary to service permitted structures or improvements within the Farmstead Complexes, or to conduct other activities permitted by this Conservation Easement, are permitted, provided to the greatest extent practicable, impact to the prime and statewide important farmland and other Conservation Values is minimized. Renewable Energy production and associated structures are permitted provided said production does not negatively impact the Conservation Values of the Property and is subordinate to the agricultural and residential use of the Property.

**6.3.1.D. Water Resources.** E(e)xisting culverts, dams, drainage facilities, ponds, reservoirs and irrigation systems within the Farmstead Complexes may be maintained, repaired and replaced. With prior written notice to the Grantee in accordance with Section 8.2 herein, new culverts, dams, drainage facilities, ponds, reservoirs and irrigation systems may be constructed or placed within the Farmstead Complexes, and streams within the Farmstead Complexes may be diverted or altered, for uses expressly permitted in this Conservation Easement, provided that such improvements, diversions, and alterations are: (i) reasonably necessary for permitted uses of the Property; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; (iii) conducted in accordance with sound agricultural practices (as described in Section 6.1.3); (iv) consistent with regulations of the New York State Department of Environmental Conservation (DEC) and/or guidelines of the Columbia County Soil and Water Conservation District, or such successor entities as may exist in the future; and (v) otherwise consistent with the Purposes of this Conservation Easement and the uses permitted hereby.

**6.3.1.E. Tree cutting** Trees may be trimmed, cut and removed within the Farmstead Complexes.

**6.3.2 Permitted and Restricted Uses and Activities Within the FARM AREA.** Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Farm Area:

**6.3.2.A. Agricultural Activities.** Farm Operations, the production of crops, livestock and livestock products, which includes, but is not limited to, the right to establish, reestablish, maintain, and use cultivated fields,

orchards, pastures and woodlands is permitted. Said farming practices shall be conducted in accordance with sound agricultural practices (as described in Section 6.1.3). Grantor shall have the right to construct, maintain and repair unpaved access roads for these purposes, provided to the greatest extent practicable, impact to the prime and statewide important farmland is minimized. The granting or expansion of easements for utilities or roads is prohibited when the utility or road will harm the agricultural use and future viability and related Conservation Values of the Property as determined by Grantee. Sod and turf farming is not permitted.

**6.3.2.B. Structures and Improvements.**

Restrictions on structures and improvements are articulated in Section 6.1.2 (“Structures and Improvements”) herein.

With advance written notice to Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, and subject to the provisions of Section 6.2 (“Limitations on Impervious Surfaces”) 6.3.2.C (“Utilities, Driveways, Roadways, and Renewable Energy”) and 6.3.2.D (“Water Resources”) herein, new permanent structures, new Temporary Structures and other new improvements may be constructed or placed and utilized within the Farm Area, and existing permanent structures, Temporary Structures and improvements may be utilized, maintained, repaired, enlarged, replaced, relocated and removed within the Farm Area, for the following expressly permitted purposes only, subject to applicable laws and subject to the additional conditions articulated below:

***(i) Temporary Farm Labor Housing.***

New Structures: New Temporary Structures to be used as Farm Labor Housing be placed within the Farm Area only with the prior written approval of Grantee, pursuant to Section 8.2. (“Notices and Requests for Approval”) herein, which approval shall be granted only if Grantor demonstrates to Grantee that the proposed Temporary Structures: a) will be used for Farm Labor Housing; b) cannot reasonably be located within the Farmstead Complexes; c) will not diminish the Purposes of this Conservation Easement and will not negatively impact the Conservation Values; d) will be located in a manner that minimizes impacts to soils of prime or statewide importance and impacts to future agricultural viability; and e) will be clustered in such a way that all such Temporary Structures and any permitted temporary accessory improvements (e.g., sheds, parking areas, etc.) will be contained within an area that shall occupy no more than one (1.0) acre, rectangular in shape; f) conform to the Limitations on Impervious Surfaces articulated in Section

6.2 herein. Permanent foundations for Temporary Farm Labor Housing are not permitted within the Farm Area.

E(e)xisting Structures: E(e)xisting Temporary Structures that were erected as Farm Labor Housing but that are no longer regularly used as Farm Labor Housing shall either be moved by Grantor to a Farmstead Complex or be removed from the Property, unless Grantee, at its sole discretion, waives this occupancy requirement in writing, upon a determination that waiving the requirement would not result in negative impacts to the Conservation Values or to the agricultural viability and productivity of the Property.

**(ii) Agricultural Structures & Improvements.**

New Structures: With advance written notice to Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, new Agricultural Structures and Improvements and other Impervious Surfaces may be erected in the Farm Area provided that they are used primarily for the following purposes related to the Farm Operation (but not for the processing and packaging of farm products): (i) the storage of farm products or by-products; (ii) the storage of equipment used for Agricultural Activities; and (iii) the keeping of livestock or other animals. High Tunnels are permitted in the Farm Area and are not subject to the Limitations on Impervious Surfaces articulated in Section 6.2 herein, but shall not cover more than twenty percent (20%) of the Farm Area of any Existing or permitted future Ownership Unit. As of the date of this Conservation Easement, 20% of the Farm Area is approximately 28.85 acres, or 1,256,706 square feet. Without notice or permission, Grantor may construct and/or locate Temporary Structures associated with agriculture-related commercial activities in the Farm Area, such as portable farm stands. Such Temporary Structures are not subject to the Impervious Surface limitations as outlined in Section 6.2 above ("Limitations on Impervious Surfaces").

**(iii) Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities, and Non-commercial Activities and Structures.**

New Structures: With advance written notice to Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, de minimis recreational and educational structures such as informational kiosks, gazebos, and bird

blinds that are consistent with the Purposes of the Conservation Easement and the uses permitted hereby may be constructed or placed within the Farm Area.

New Temporary Structures: With the prior written approval of Grantee, at Grantee's sole and absolute discretion and pursuant to Section 8.2 ("Notices and Requests for Approval") herein, new Temporary Structures that are non-habitable may be erected or placed within the Farm Area for the purposes of conducting Temporary Mass Gatherings and de minimis commercial and non-commercial activities (all as defined in Section 4 herein), provided that such gatherings and activities are consistent with the Purposes of this Conservation Easement and the uses permitted hereby.

E(e)xisting Structures: Excluding Temporary Structures, with the prior written approval of Grantee, at Grantee's sole and absolute discretion and pursuant to Section 8.2 ("Notices and Requests for Approval") herein, E(e)xisting structures in the Farm Area may be used for Customary Home Occupations, Cottage Industries, Other de Minimis Commercial Activities and Non-Commercial Activities (all as defined in Section 4 herein), provided such activities: (a) are compatible with and subordinate to the agricultural uses of the Property, (b) do not negatively impact the Conservation Values of the Property (c) are otherwise compatible with the Purposes of this Conservation Easement. Examples of Customary Home Occupations, Cottage Industries, other de Minimis Commercial Activities and Non-Commercial Examples of activities that would be suitable for the Farm Area (provided the conditions in (a) through (c) above are met) include tag sales, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding, camping, hunting, home schooling, farm tours, agricultural classes, nature interpretation, and other educational programs.

*(iv)* **Adaptive Reuse.** With the prior written approval of Grantee, pursuant to Section 8.2 ("Requests for Notices and Approvals"), existing structures and improvements in the Farm Area may be adaptively reused for any of the purposes permitted in this Section 6.3.2.B. ("Structures and Improvements").

- (v) **Fences.** Fences are permitted in the Farm Area for purposes of: (a) safety, (b) reasonable and customary management of livestock and wildlife, (c) agricultural operations, (d) prevention of trespassing on the Property, and (e) compliance with law.

- (vi) **Residential Dwellings are not permitted.** Residential Dwellings are prohibited within the Farm Area.

**6.3.2.C. Utilities, Driveways, Roadways, Trails, and Renewable Energy.**

Subject to the provisions of Section 6.2 (“Limitations on Impervious Surfaces”) herein, and only with the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, the construction and repair of utilities (including wells and septic systems) and roads necessary to service permitted structures or improvements on the Property, or to conduct other activities permitted by this Conservation Easement, are permitted, provided to the greatest extent practicable, impacts to the prime and statewide important farmland and other Conservation Values are minimized. Driveways, farm roads, trails and other traveled ways within the Farm Area shall not be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except with the prior written approval of Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”) herein. The granting or expansion of easements for utilities or roads is prohibited when the utility or road will harm the agricultural use and future viability and related Conservation Values of the Property as determined by Grantee.

Subject to the provisions of Section 6.2 (“Limitations on Impervious Surfaces”) herein and to all applicable laws, and only with the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, Renewable Energy production (such as solar or wind power generation) and associated structures are permitted provided said production does not negatively impact the Conservation Values of the Property and is subordinate to the agricultural and residential use of the Property. Grantee’s approval shall be granted only if Grantor demonstrates to Grantee that such improvements: (i) cannot reasonably be located within the Farmstead Complex or are better located in the Farm Area (for example, if such area offers a more efficient location for solar panels); (ii) will be located in a manner that minimizes the impact to soils of prime or statewide importance and, to the maximum extent practicable, will not fragment viable agricultural lands; and (iii) will not diminish the Purposes of this Conservation Easement. In granting approval, Grantee may attach

such conditions as it reasonably deems necessary to comply with the Purposes, terms and intent of this Conservation Easement, or alternatively, may withhold approval at its sole discretion.

Any structures used for generation of renewable energy, such as solar panels, shall be considered Impervious Surfaces as measured by area of ground beneath such structure, and shall be subject to the limitations outlined in Section 6.2 ("Limitations on Impervious Surface").

**6.3.2.D. Water Resources.** E(e)xisting bridges, culverts, dams, drainage facilities, ponds, reservoirs, tiling drainage systems and irrigation systems within the Farm Area may be maintained, repaired, replaced and removed. With prior notice to Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, and in accordance with Section 6.1.A(i) ("Surface Alteration") and Section 6.2 ("Limitations on Impervious Surfaces"), new bridges, culverts, dams, drainage facilities, ponds, reservoirs and irrigation systems may be constructed or placed within the Farm Area, and streams within the Farm Area may be diverted or altered, for uses expressly permitted herein, provided that such improvements, diversions, and alterations are: (i) reasonably necessary for the agricultural operation on the Property; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; (iii) conducted in accordance with sound agricultural practices (as described in Section 6.1.3); (iv) compliant with regulations of DEC and/or guidelines of the Columbia County Soil and Water Conservation District, or such successor entities as may exist in the future; and (v) otherwise consistent with the Purposes of this Conservation Easement and the uses permitted hereby.

**6.3.2.E. Forestry Management and Timber Harvest.** Forested areas may be cleared for the immediate conversion to farmland. Trees for on-farm use including heating or construction of buildings and improvements may be harvested. Trees that are diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries may be removed or trimmed. Invasive Plant Species may be removed or trimmed. All such actions must be consistent with the Purposes of this Conservation Easement and be carried out in accordance with applicable local, state, and federal laws and regulations.

Timber and other wood products may be commercially harvested, and the construction, maintenance, removal, and repair of unpaved access roads and "Staging Areas" (those areas where logs are temporarily stored for transport) that are necessary for such harvest are permitted, provided that no such activities result in significant degradation of soil and water resources and provided that all such activities are carried out in accordance with generally-accepted forest best management practices.

Such commercial timber cutting shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, or a Forester employed by the New York State Department of Environmental Conservation as such. In order to facilitate the monitoring and stewardship of this Conservation Easement and to ensure continuing communication between the Parties, written notice thereof to the Grantee shall be made not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest. Such written notice shall be in accordance with Section 8.2 ("Notices and Requests for Approval") herein and shall include submission of the current forest management plan and harvest plan. The granting or expansion of easements for utilities or woods roads is prohibited when the utility or road will harm the agricultural use and future viability and related Conservation Values of the Property as determined by Grantee.

**6.3.3 Permitted and Restricted Uses and Activities within the RESOURCE PROTECTION AREA.** Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Resource Protection Area:

**6.3.3.A. Vegetation Management.** Except as expressly permitted in this Section 6.3.3 ("Permitted and Restricted Uses and Activities within the Resource Protection Area"), the removal or trimming of trees, shrubs and other vegetation within the Resource Protection Area is prohibited.

**6.3.3.A.1. Tree Cutting.** The cutting of trees is prohibited except to maintain Existing paths, utility lines, roads, trails, driveways, and open spaces and to remove or prune trees that are fallen, dead, diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries. With prior written approval from Grantee pursuant to Section 8.2 ("Notices and Requests for Approval") herein, Grantor may harvest trees for firewood or the creation of fence posts to serve permitted uses on the Property. Grantee's approval shall be based on clear documentation provided by Grantor that any trees remaining in the Farm Area provide an agricultural benefit (e.g., erosion control, wind block as part of a hedgerow, or shade for pasturing animals) and that, therefore, removal of trees from the Resource Protection Area for firewood and fence post creation is allowed under this Section because such action is compatible with Primary Purpose of this Easement, and provided Grantor's removal of trees is selective to minimize impact to the Conservation Values associated with the Resource Protection Area.

**6.3.3.A.2. Open Fields; Mowing and Grazing.** The clearing of trees, shrubs and other vegetation to create new open fields and pastures is prohibited within the Resource Protection Area.

**6.3.3.A.3. Removal of Invasive Plant Species.** Invasive Plant Species may be removed or trimmed with the prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, which approval shall be additionally based on Grantee's assessment of the impact on the Property's Conservation Values. No such prior written approval will be required for the removal of Invasive Plant Species less than six inches diameter breast height (DBH) within an area equal to or less than 400 square feet within any twelve month period. All such action must be consistent with Sound Agricultural Practices and the Purposes (including Secondary Purpose(s)) of this Conservation Easement and shall be carried out in accordance with applicable local, state, and federal laws and regulations.

**6.3.3.B. Soil Cultivation.** Cultivation of the soil within the Resource Protection Area is prohibited.

**6.3.3.C. Water Resources.** Except as expressly permitted in this Section 6.3.3, ("Permitted and Restricted Uses and Activities within the Resource Protection Area"), no alteration of streams and wetlands is permitted in the Resource Protection Area. E(e)xisting bridges, culverts, boardwalks, ponds, reservoirs, dams and drainage facilities, and irrigation systems may be maintained, repaired and replaced within, and removed from, the Resource Protection Area. With prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, and in accordance with Section 6.1.8.A(i) ("Surface Alteration"), and Section 6.2 ("Limitations on Impervious Surfaces") herein, new bridges, culverts, boardwalks, ponds, reservoirs, dams and drainage facilities, and irrigation systems may be constructed or placed within the Resource Protection Area, and streams within the Resource Protection Area may be diverted or altered, for uses expressly permitted herein. Grantee's approval shall be conditioned upon a finding by Grantee that such improvements, diversions, dams or alterations are: (i) reasonably necessary for the agricultural operation on the Property or for other uses permitted in Section 6.3.3 ("Permitted and Restricted Uses and Activities Within the Resource Protection Area") herein; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; (iii) consistent with DEC regulations and/or guidelines of the Columbia County Soil and Water Conservation District, or such successor entities as may exist in the future; and (iv) consistent with the Purposes of this Conservation Easement.

**6.3.3.D Ecological Management and Restoration.** Actions to enhance the ecological values and functioning of the Resource Protection Area and the Property, including, but not limited to, creation, restoration or rehabilitation of wetlands and wet meadows; revegetation with native shrubs and trees; prevention of soil erosion; and enhancing ecosystem services such as pollination and promotion of beneficial insect predators; are permitted with Grantee's prior written approval in accordance with Section 8.2 ("Notices and Requests for Approval") herein.

**6.3.3.E. Structures and Improvements.**

**6.3.3.E.1. Prohibitions:** Restrictions on structures and improvements are articulated in Section 6.1.2 ("Structures and Improvements") herein. Additionally, except as expressly permitted in this and other subsections of Section 6.3.3 ("Permitted and Restricted Uses and Activities Within the Resource Protection Area") herein, no Impervious Surfaces, excavation, filling, paving, or other artificial surface cover or surface disturbance are permitted within the Resource Protection Area.

**6.3.3.E.2. Existing Structures and Improvements:** E(e)xisting structures and improvements located within the Resource Protection Area may be utilized, maintained and repaired (but not expanded) in their existing locations. Such structures may also be removed. E(e)xisting fences in the Resource Protection Area may be repaired, replaced and removed.

**6.3.3.E.3. New Structures and Improvements:** New fences may be built in the Resource Protection Area for purposes of: (i) safety, (ii) reasonable and customary management of livestock and wildlife, (iii) preventing trespassing on the Property, and (iv) compliance with law, and for such additional purposes as may be approved by the Grantee in accordance with Section 8.2 ("Notices and Requests for Approvals") herein. With prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approvals") and in accordance with Section 6.2 ("Limitations on Impervious Surfaces") herein, new structures or improvements, the Footprint or coverage area of each of which shall not exceed 200 square feet and the purpose of which is passive recreation or wildlife observation, may be constructed within the Resource Protection Area. With prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approvals") and in accordance with Section 6.2 ("Limitations on Impervious Surfaces") herein, improvements designed to enhance the habitat and ecological diversity of the Property and the surrounding landscape may be permitted.

**6.3.3.F. Utilities, Driveways, Roadways, Trails, and Renewable Energy.** Utilities and Renewable Energy production are prohibited in the Resource Protection Area. Creating access roads, skid trails or the like within the Resource Protection Area is prohibited. Trails that are not comprised of an Impervious Surface and do not negatively impact the conservation Purpose(s) of the Conservation Easement and specifically of the Resource Protection Area are permitted within the Resource Protection Area.

**6.3.3.G Waste Management.** The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, Hazardous Materials, abandoned vehicles, appliances, or debris in the Resource Protection Area is prohibited, provided, however, that nothing in this Section 6.3.3.G shall preclude environmental response actions in compliance with Environmental Law to remove, remediate or mitigate Hazardous Materials wherever found on the Property.

## **7. SUBDIVISION, LOT LINE ADJUSTMENTS, AND SEPARATE CONVEYANCE.**

As of the date of this Conservation Easement, the Property is comprised of separately deeded and/or multiple tax map parcels owned by Grantor in one Ownership Unit.

Notwithstanding the parcelization of the Property as of the date of this Conservation Easement, the Property may not be divided, partitioned, subdivided or otherwise separately conveyed into more than two separate Ownership Units, each of which (i) must be approved in advance by Grantee pursuant to Section 8.2 ("Notices and Requests for Approval") herein (ii) must include one or more Farmstead Complexes (as depicted on Exhibit B and as shown in the Baseline Documentation Report and as described in Exhibit C annexed hereto), in their entirety; (iii) must be viable for agricultural use, in Grantee's sole discretion; and (iv) does not, as a result of its creation, result in a violation of the terms of this Conservation Easement, including but not limited to, the Limitations on Impervious Surfaces articulated in Section 6.2, the limitations applicable to High Tunnels articulated in Section 6.3.2.B(ii) herein (which addresses agricultural structures within the Farm Area), and the limits applicable to Temporary Farm Labor Housing within the Farm Area that are articulated in Section 6.3.2.B(i) ("Temporary Farm Labor Housing"). Required information for Grantee's review of a request for approval of such a separate conveyance may include, but shall not be limited to, survey and subdivision plans prepared by a licensed professional land surveyor, at Grantor's sole cost, and the proposed deed of conveyance, prepared by Grantor's attorney at Grantor's sole cost, which proposed deed shall contain a metes and bounds description of the portion of the Property proposed for conveyance, prepared by a licensed professional land surveyor at Grantor's sole cost. Notwithstanding the foregoing, Grantor and Grantee agree that a lease for Agricultural Use shall not be a prohibited conveyance for purposes of this section, provided that the terms of this Conservation Easement shall continue to apply to the land so leased.

Existing tax parcels comprising the Property may not be conveyed separately from one another, except as part of an Ownership Unit approved in advance by Grantee as hereinabove provided.

With the prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein, Grantor may complete minor lot line adjustments to correct surveying deficiencies or inaccuracies

Additionally, with prior written approval of Grantee pursuant to Section 8.2, Grantor may complete a lot line adjustment with a neighboring parcel subject to a separate conservation easement held by Grantee that includes a Right of First Refusal also held by Grantee, provided such adjustment does not divide a Farmstead Complex and is otherwise subject to the conditions set forth in this Section 7 herein and thereafter the adjustment parcel can only be conveyed together with the neighboring parcel.

For all such lot line adjustments the deed(s) of conveyance of any such parcels shall contain a metes and bounds description of the parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall be provided to the Grantee prior to the conveyance of the parcel(s). Any such portion to be conveyed shall remain subject to the terms of this Conservation Easement.

Except as may be allowed in this Section 7 with respect to lot line adjustments, no lands abutting the Property shall be merged with it to create a single parcel for municipal subdivision law purposes or otherwise conveyed or owned in such a manner as to impair the right of the Grantor to convey the Property as a parcel separate from the abutting lands or the right of Grantee to exercise its Right of First Refusal pursuant to Section 10 herein.

Internal lot line adjustments, subdivisions, and tax parcel reconfigurations are permitted without approval provided that they: (i) occur wholly within the boundary of the Property; (ii) do not merge portions of the Property encumbered by this Conservation Easement with other lands that are not subject to this Conservation Easement; and (iii) do not result in the creation of separate Ownership Units.

The Property may be leased for Agricultural Use to the extent Agricultural Activities are otherwise permitted by the terms of this Conservation Easement.

Notwithstanding anything to the contrary in this Conservation Easement (including the definition of "Property" and the limitations on conveyance), the following conveyances may be permitted with the prior written approval of the Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") herein (except that the Grantee's approval shall be in its sole discretion, and the required showings listed in item 8.2.2.1 of that Section 8.2 may be waived provided that the request for approval includes "sufficient information," as described in the second sentence of Section 8.2.2.1("Timing and Content of Required Notices and Requests for Approval")) herein:

- (i) Residential Dwellings, structures and improvements within the Farmstead Complex may be sold or leased separately from the underlying land and;

(ii) Easements, temporary or permanent, may be conveyed, and or Ground Leases may be executed, to allow any party(ies) who own(s) a Residential Dwelling, structure or improvement separately from the land the right for that party(ties) and the Residential Dwelling, structure or improvement (a) to occupy the land on which it is located and its curtilage, and (b) to access the Residential Dwelling, structure or improvement on the land.

Required information for Grantee's review of a request for approval of such a separate conveyance may include, but shall not be limited to, survey and subdivision plans prepared by a licensed professional land surveyor, at Grantor's sole cost, and the proposed deed of conveyance, prepared by Grantor's attorney at Grantor's sole cost, which proposed deed shall contain a metes and bounds description of the portion of the Property proposed for conveyance, prepared by a licensed professional land surveyor at Grantor's sole cost. All property interests conveyed in accordance with this Section 7 ("Subdivision, Lot Line Adjustments, and Separate Conveyance") shall be consistent with Section 6.2.3 ("Numerical Limits for Affected Use Areas") and shall remain perpetually subject to the terms of this Conservation Easement.

## **8. CONSERVATION EASEMENT MANAGEMENT, ADMINISTRATION AND CONTINUITY.**

**8.1 Amendment.** This Conservation Easement may be amended only upon the written consent of Grantee and by a recorded instrument signed by the then current Grantor (owner) of the Property (or of the portion of the Property affected by such amendment) and Grantee. Any amendment of this Conservation Easement shall be at the discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and only if such amendment: a) results in a neutral or positive effect on the Conservation Values that are protected by this Conservation Easement; b) is consistent with the applicable Purpose or Purposes of this Conservation Easement and with the Grantee's then current Conservation Easement Amendment Policy; c) does not affect the perpetual nature of this Conservation Easement; and d) complies with Article 49, Title 3 of the New York Environmental Conservation Law, and any regulations promulgated pursuant thereto. Subject to the foregoing, amendments may include changes necessary to effectuate the Purposes of the Conservation Easement in response to global warming and climate change-caused effects. Grantee shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under the Environmental Conservation Law. The Grantor requesting the amendment shall reimburse Grantee for all expenses, including staff time and reasonable Attorney's Fees, incurred by Grantee in evaluating, preparing and executing the amendment.

### **8.2 Notices and Requests for Approval.**

**8.2.1. Method of Notice.** Any notice or request for approval required or desired to be given under this Conservation Easement shall be in writing and shall be sent: (i) via U.S. Postal Service registered or certified mail, return receipt

requested; (ii) via Federal Express or other private courier of national reputation providing written evidence of delivery; or (iii) in any other manner as agreed to in advance by the Grantee. Notices and requests for approval shall be deemed given upon delivery. All notices and requests for approval shall be properly addressed as follows: (i) if to Grantee, to its Executive Director at the address set forth above; (ii) if to the original Grantor, at the address set forth above; (iii) if to any subsequent Grantor, at the address of the Property. Any party can change the address to which notices and requests for approval are to be sent to by duly giving notice pursuant to this Section.

## **8.2.2 Special Notices.**

**8.2.2.1 Timing and Content of Required Notices and Requests for Approval.** In order to facilitate the monitoring of this Conservation Easement and to ensure compliance with its terms (for example, without limitation, the Limitations on Impervious Surfaces articulated in Section 6.2 herein), the Grantor shall give the Grantee at least 21 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any structure or improvement, and before any other action requiring prior notice to or approval by Grantee as herein required. As part of its Notice or Request for Approval, the Grantor shall submit, at Grantor's sole cost, sufficient information to enable the Grantee to confirm that any proposed new structures, enlargements and/or replacements are located within the boundaries of their permitted area, that the aggregate coverage area of proposed Impervious Surfaces combined with all other existing Impervious Surface areas would not exceed the Limitations on Impervious Surfaces articulated in Section 6.2 herein, and any other detailed information reasonably necessary to sufficiently inform Grantee about the scope and nature of Grantor's proposed action. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of proposed structures or improvements. A request must show that: the proposed action is (i) consistent with the applicable Purpose or Purposes of this Conservation Easement; (ii) conforms with the permitted uses and restrictions of the relevant area and the other terms and conditions of this Conservation Easement, (iii) would not significantly impair Conservation Values, (iv) would not be unnecessarily located on prime agricultural farmland and/or agricultural farmland of state-wide importance; and (v) would not otherwise diminish the agricultural production capacity of the Property.

**8.2.2.2. Notice for Conveyances, etc.** Grantor agrees to notify Grantee of any conveyance, lease, transfer, or lot line adjustment involving all or any portion of or legal interest in the Property (including Ground Leases) in writing and no less than thirty (30) days in advance of such conveyance, lease or transfer.

**8.2.3. Approvals In Writing.** Whenever action is made dependent upon the consent or approval of Grantee, such consent shall be in Grantee's sole discretion and will be valid only if in writing and duly executed on behalf of Grantee, unless expressly provided otherwise herein. Grantee shall give written notification of its decision within forty-five days (45) days of receipt of a written request for approval, provided that Grantor has supplied sufficient information upon which Grantee may base a decision. Any approval, waiver, variance or other form of consent or approval required or permitted to be given by Grantee under this Conservation Easement shall only be effective if in writing and duly executed on behalf of the party giving such approval, waiver, variance or other form of consent or approval, provided however that approval shall be deemed granted if Grantor receives no response from Grantee within forty-five (45) days of a written request.

**8.3 Continuity.** The Grantee agrees that if it transfers or assigns its interest in this Conservation Easement:

- a. The interest will be transferred or assigned to a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code; and
- b. Any transferee or assignee will be required to carry out in perpetuity the conservation Purposes which this Conservation Easement was originally intended to advance.

In the event of the dissolution of any successor or assignee Grantee, the Grantee's interest will be assigned to a public body or to a private non-profit organization which is a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code.

Unless this Conservation Easement is extinguished, as set forth below, the Grantor agrees that the terms, conditions, restrictions and Purposes of this Conservation Easement will either be incorporated by reference or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in all or part of the Property. The Grantor shall comply with the terms of Section 10 ("Right of First Refusal") below.

**8.4 Acts Beyond the Grantor's Control.** The Grantor and the Grantee shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes,.

**8.5 Enforcement.** Grantee may enforce this Conservation Easement against Grantor or any third-party at law or in equity, including, without limitation, pursuant to the Conservation Law, or as otherwise permitted. If there is a violation or threatened

violation of this Conservation Easement, Grantee shall notify Grantor and may notify a party in violation or threatening the violation, if such party is not Grantor. At Grantee's discretion, Grantee may require Grantor to identify and notify any third party causing or threatening a violation of this Conservation Easement.

Upon notification of a violation or threatened violation, Grantor shall act to promptly cure the violation by: (a) ceasing the activity and (b) stabilizing and restoring the Property to the condition before the violation; and (c) in the case of a threatened or continuing violation, refraining from or preventing the activity that would cause the violation. If the violation or threatened violation continues for more than thirty (30) days after notice is given without cure, or at any time if the violation or the threatened violation threatens immediate and irreparable harm to the Conservation Values of the Property that this Conservation Easement is intended to protect, Grantee may seek immediate injunctive relief shall have the right, but not the obligation, to cure it by pursuing all available remedies at law or in equity, or by direct action, including, without limitation, the right to restore the Property to a condition in compliance with this Conservation Easement and the Grantor shall reimburse Grantee for all reasonable expenses incurred to enforce this Conservation Easement and cure the violation including Attorney's Fees, staff time and any fees and costs of restoration, remediation or other damage correction. Should Grantor prevail in a judicial enforcement action, each party shall bear its own costs unless Grantor or Grantee admits fault, in which case the party at fault agrees to reimburse the other part for all reasonable costs and expenses, including Attorney's Fees, staff time and any fees and costs of restoration, remediation or other damage correction.

In the event the terms of this Conservation Easement are violated by the acts of a third-party Grantors agree, at Grantee's option, to join in any suit, to assign their right of action to Grantee, or to appoint Grantee as their attorney-in-fact, and fully cooperate with Grantee for the purposes of pursuing enforcement action against the responsible parties. Failure to discover a violation or enforce any restriction or covenant herein contained shall in no event be deemed a waiver or estoppel of a right to do so thereafter as to the same violation, or as to one occurring prior to or subsequent thereto. The Grantee may enter the Property to remedy any third-party violation that has not been remedied by the Grantor and may pursue all available legal and equitable remedies against such third-party violator, with reasonable prior notice to the Grantor and at the Grantor's sole cost and expense.

**8.6 Existing Conditions; Baseline Documentation Report.** By its execution of this Conservation Easement, Grantee acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Conservation Easement, a baseline documentation report, including photographs, maps and the Conservation Easement Map (Exhibit B), describing such condition at the date hereof, has been prepared and subscribed by both Parties, and a copy thereof is on file with Grantee and Grantor, and Grantor and Grantee have each executed the Certification And Acknowledgement Of Baseline Documentation,

a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation report to show a change of conditions.

**8.7 Extinguishment.** . For purposes of the Section 8.7, Grantor and Grantee stipulate that as of the date of this Easement, Grantee is vested with a real property interest in the Property (the "Percentage Interest") as defined herein. Grantor and Grantee hereby recognize that unexpected circumstances may arise that may make impossible or impractical the continued use of the Property in a manner consistent with the Purposes of this Conservation Easement and necessitate extinguishment of this Conservation Easement pursuant to the provisions of Conservation Law. If one of the Purposes of this Conservation Easement may no longer be accomplished, the failure of that Purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other Purpose of the Conservation Easement may be accomplished. Grantor and Grantee agree that effects that could be reasonably concluded to have resulted from global warming and climate change shall not be a basis for termination of this Conservation Easement. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction and in accordance with all appropriate applicable laws. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, and prior to the payment of any costs or expenses associated with such sale, Grantee shall be entitled to receive its share of the gross sale proceeds in an amount at least equal to the Grantee's Percentage Interest as determined under the provisions of Section 8.7.A ("Percentage Interest") herein in priority to the owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion, and in priority to any other lien or claim encumbering the Property. In the event of a partial termination or partial extinguishment of this Easement, Grantee's percentage interest shall be adjusted, accordingly. Until such time as the Grantee receives the proceeds from the Grantor or Grantor's successors or assigns, Grantees shall have a lien against the Property for the amount of the Grantee's Percentage Interest. Any extinguishment of this Conservation Easement in accordance with the provisions of this Section shall be recorded in the Columbia County Clerk's Office and Grantee shall, upon request, promptly and without charge, execute in recordable form and deliver to Grantor such instrument as Grantor may reasonably request for this purpose. The owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion shall bear the responsibility for the payment and satisfaction of any claims or liens against the Property. If Grantee does not receive its Percentage Interest from the proceeds of such sale, exchange, or involuntary conversion, then Grantee may recover the resulting deficiency from the post-extinguishment owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion. Grantee may record a lien to secure its recovery of such deficiency. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the conservation Purpose(s) of this Conservation Easement. In the event of extinguishment or condemnation, the provisions of this section shall survive.

Grantor and Grantee agree that each party shall promptly provide written notice to the other, in accordance with Section 8.2 ("Notices and Requests for Approval") herein, of any extinguishment events or proceeding.

**8.7.A. Percentage Interest.** For purposes of this section, Grantor and Grantee stipulate that as of the date of this Conservation Easement, Grantee is vested with a real property interest in the Property, which has a stipulated percentage interest in the fair market value of the Property (the "Percentage Interest"). Said Percentage Interest is the ratio of the value of the Conservation Easement on the date of this Conservation Easement's execution to the value of the Property, without deduction for the value of the Conservation Easement, on the date of the Easement's execution, as determined in accordance with the valuation substantiation requirements of Treas. Reg. Section 1.170A-14(h)(3), even though those provisions do not formally apply to this Conservation Easement because it does not involve a donative component, or as may be determined by a court of competent jurisdiction and in accordance with all appropriate applicable laws. The Percentage Interest is \_\_\_\_\_ percent (\_\_\_\_%) determined at the time of conveyance of this Conservation Easement by dividing the fair market value of this Conservation Easement (\$\_\_\_\_\_ per acre) by the fair market value of the Property without this Conservation Easement (\$\_\_\_\_\_ per acre). The Parties shall amend such values, if necessary, to reflect any final determination of the value of the Easement by the Internal Revenue Service or court of competent jurisdiction in any appeal of the final determination by the Internal Revenue Service. For purposes of this Paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the Percentage Interest of Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the Date of this Easement is reserved to Grantor.

**8.7.B. Percentage Share Allocation.** With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Conservation Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Columbia County Agricultural and Farmland Protection Board. Notwithstanding the above, to the extent any new structures have been constructed on the Property since the date of this Conservation easement which are owned by Grantor and add value to the Property, Grantor shall first be compensated out of the proceeds of sale for the value of such structures (as of the date of conveyance) before the remaining proceeds are divided in the manner provided hereinabove.

**8.8 Perpetuation of this Conservation Easement.** In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that

neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for termination of this Conservation Easement in whole or in part.

**8.9 Inspection and Monitoring.** Grantee and its duly authorized representatives shall have the right to enter the Property at convenient times, in a reasonable manner, and, where practicable, after giving a minimum of forty-eight (48) hours prior notice to Grantor, to inspect for compliance with this Conservation Easement. In the instance of a violation or suspected violation of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the Conservation Values this Conservation Easement is designed to protect, no such advance notice is required. Said inspections shall be carried out by air or on the ground, or both, at Grantee's sole discretion to assure compliance with this Conservation Easement, at least annually; however, the failure to conduct such inspection and monitoring shall in no way be deemed a waiver of any right or remedy of Grantee under this Conservation Easement. An annual report of the results of such monitoring, including advice of compliance or any apparent violations of this Conservation Easement, shall be provided to the Grantor (or Grantor's successor in interest if Grantor no longer owns the Property).

**8.10 Interpretation.** This instrument is intended to create a "conservation easement" as defined by the Conservation Law, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such "conservation easement" or such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. The Parties agree to construe this Conservation Easement as having been drafted jointly. If any provision in said Conservation Easement is found to be ambiguous, an interpretation consistent with the applicable Purpose or Purposes of said Conservation Easement that would render the provision valid must be favored over any interpretation that would render it invalid.

This Conservation Easement shall be interpreted under the laws of the State of New York and the United States. Any general rule of construction to the contrary notwithstanding, this Conservation Easement must be liberally construed to effect the applicable Purpose or Purposes of the Conservation Easement.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix E, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

### **8.11. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.**

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets ("Department") shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

- (i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement
  - 
  - a. Agricultural Use,
  - b. Conservation Plan,
  - c. Crops, Livestock and Livestock Products,
  - d. Farm Labor Housing,
  - e. Farm Operation,
  - f. conducted in accordance with sound agricultural practices (as described in Section 6.1.3) and
  - g. Viable Agricultural Land;
- (ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and
- (iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the Department for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the Department, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall diminish Grantee's rights under Section 8.5 ("Enforcement").

**8.12 No Transfer of Development Rights.** No development rights in and to the Property, or any part thereof, which may remain or which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

**8.13 Subordination.** Grantor warrants to Grantee that this Conservation Easement is being conveyed free and clear of any liens, except as may be duly subordinated to this Conservation Easement, which subordination agreements, if any, shall be acceptable to Grantee, and duly recorded herewith.

**8.14 Warranty of Title.** Grantor warrants that Grantor has good title to the Property, that Grantor has the right to convey this Conservation Easement, and that the Property is free and clear of any encumbrances.

**8.15 Environmental Warranty.** Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of any Hazardous Material(s).

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee 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 Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee to Grantor with respect to the Property or any restoration activities carried out by the Grantee at the Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

## **9. ADDITIONAL PROVISIONS.**

**9.1 Binding Effect.** The provisions of this Conservation Easement shall run with the land in perpetuity and shall be binding on each Grantor and any party entitled to possession or use of the Property while such party is the Grantor or entitled to possession and use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being Grantor or owners with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of the transferor's ownership or conduct.

Likewise, this Conservation Easement confers no liability to any Grantor for monetary damages relating to acts which said Grantor clearly establishes were done by a prior Grantor, but this sentence shall not be construed as limiting the right of Grantee to seek direct action by the current Grantor to cure any violation arising before said Grantor came into title to the Property.

**9.2 Controlling Law.** The interpretation, performance, and enforcement of this Conservation Easement shall be governed by the Laws of the State of New York.

**9.3 Counterparts.** This Conservation Easement may be signed in counterparts or counterpart signature pages and acknowledgments.

**9.4 Encumbrance by Conservation Easement.** Any subsequent conveyance including, without limitation, the transfer, lease or mortgage of the Property or any part thereof, shall be subject to this Conservation Easement. Any deed or other instrument evidencing or affecting such conveyance shall contain language substantially as follows:

“This {conveyance, lease, mortgage, easement, etc.} is subject to a conservation easement which runs with the land and which was granted to Farmlands Forever, by instrument dated \_\_\_\_ and recorded \_\_\_, 201\_\_ in the office of the Clerk of Columbia County at Book \_\_\_\_\_ at Page \_\_\_\_\_.”

The failure to include such language shall not affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and Grantee's rights hereunder. Grantor shall provide 30 days' notice to Grantee prior to any such action occurring, but Grantor's failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

**9.5 Further Acts.** Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under the Conservation Law.

**9.6 Liability; Indemnification.** Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise

have, independently of this Conservation Easement, for wrongfully and directly, without the participation or consent of the owner, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable Attorney's Fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith in connection with the administration of this Conservation Easement.

**9.7 Perpetual Duration and No Merger.** Except as expressly otherwise provided herein, this Conservation Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the Parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee. In the event the Grantee takes legal title to Grantor's interest in the Property, the Grantee must commit the monitoring and enforcement of the Conservation Easement to another qualified organization within the meaning of section 170(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

**9.8 Severability.** Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be substituted therefor as a part of this Conservation Easement a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

**9.9 Exhibits.** All Exhibits referenced herein are incorporated and made a part of this Conservation Easement.

**9.10 Taxes and Assessments.** The owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills to Grantee upon request.

**9.11 Violation of Federal Criminal Statutes.** No activities shall be permitted on the Property in violation of federal criminal statutes even if these activities do not violate state criminal statutes or are specifically authorized by the State of New York.

## 10. RIGHT OF FIRST REFUSAL

In order to afford Grantee the opportunity to ensure that the Property remains in agricultural use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be continuing and of perpetual duration during the effectiveness of this Conservation Easement. In the event that the Grantee acquires fee title to the Property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase.

**10.1. Applicability.** This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to Relatives of Grantor or to an entity, to include but not limited to, partnerships, corporations, or limited liability companies, which are controlled by Grantor Relatives of Grantor or to the equitable owners of a Grantor which is a corporation, partnership, LLC or other entity. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. This Right of First Refusal also shall not apply to any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent and the capability to conduct farming on the Property, which is the production of crops, livestock and livestock products as defined under Section 301 of the Agricultural and Markets Law, or such successor law as is later promulgated. The Right of First Refusal shall apply to all other proposed sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-Relative of the equitable owners of the Grantor).

**10.2. Procedure.** The conditions of this Right of First Refusal shall be such that whenever Grantor receives a bona fide offer that Grantor intends to accept, for the sale or other conveyance of all or part of the Property, Grantor shall deliver to Grantee a true copy of the offer in writing, together with such other instruments as may be reasonably required to show the bona fides of the offer. Grantee may elect to purchase the Property or portion thereof subject to the offer at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty-day period, or grant a limited waiver of this Right of First Refusal, Grantor may accept the offer as written; provided that if the sale or conveyance is not consummated within twelve months from the date notice of the offer is given to Grantee, then the Right of First Refusal in favor of Grantee shall again apply to the proposed sale or other conveyance. And, if the sale or other conveyance is consummated, this continuing Right of First Refusal shall apply to all future proposed sales or other conveyances. If Grantee elects to purchase, then it may cause title to vest in a designee.

IN WITNESS WHEREOF, the Parties have executed this Conservation Easement this \_\_\_\_ day

of \_\_\_\_\_, 2018.

**GRANTOR**

By: \_\_\_\_\_  
Frank Gateway

By: \_\_\_\_\_  
Cindy Gateway

By: \_\_\_\_\_  
Jeffrey Gateway

**GRANTEE**

Farmlands Forever

By: \_\_\_\_\_  
Sid Smith, Executive Director

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned, a notary public in and for said State, personally appeared **Frank Gateway**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned, a notary public in and for said State, personally appeared **Cindy Gateway**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned, a notary public in and for said State, personally appeared **Jeffrey Gateway**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

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

On \_\_\_\_\_, before me, the undersigned, a notary public in and for said State, personally appeared **Sid Smith**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A: LEGAL DESCRIPTION—<TO BE INSERTED>**



EXHIBIT C: LEGAL DESCRIPTION OF FARMSTEAD COMPLEXES—  
<TO BE INSERTED>

**EXHIBIT D:**  
**CERTIFICATION AND ACKNOWLEDGEMENT**  
**OF BASELINE DOCUMENTATION**  
**FOR**  
**CONSERVATION EASEMENT ON LANDS OF**  
**FRANK GATEWAY, CINDY GATEWAY AND JEFFREY GATEWAY**  
**TOWN OF HAMLET,**  
**COLUMBIA COUNTY, NEW YORK**  
**<TO BE INSERTED>**

EXHIBIT E  
DEPARTMENT CLAUSES

- required “WHEREAS” provisions B(i) and C(i-vii)
- “Purpose”
- “Implementation”
- “Definitions”: “Agricultural Use,” “Conservation Plan,” “Crops, Livestock and Livestock Products,” “Farm Labor Housing,” “Farm Operation,” and “Viable Agricultural Land.”
- “State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions”
- Other miscellaneous policies: “Impervious Surfaces,” “Land Disturbances Associated with Non-Agricultural Activities,” “sound agricultural practices,” “Proceeds” and “Interpretation”

**AFTER RECORDING RETURN TO:**

Farmlands Forever  
4 Agrarian Way  
Hamlet, NY 12345