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Recording requested by:

Date:

DEED OF AGRICULTURAL CONSERVATION EASEMENT

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT ("Easement") is granted this ____ day of _____, 200__, by _____ ("Grantor"), to _____ a nonprofit corporation, with a principal place of business at _____ ("Grantee").

WITNESSETH:

Grantor is the owner in fee simple of certain agricultural real property (the "Property") in _____ County, legally described in Exhibit A (Legal Description) attached hereto. The Property consists of approximately ____ acres of land identified as Assessors Parcel Number _____, together with buildings and other improvements, located in _____ County, Indiana. The existing buildings and improvements on the Property are shown within building envelopes as depicted in Exhibit B (Building Envelopes and Existing Improvements), also attached hereto.

The Property consists primarily of productive agricultural land. Approximately ___ percent of the soils on the Property have been classified as "Prime Farmland, and the remaining ___ percent as "Farmland of Statewide Importance" by the Natural Resources Conservation Service, U.S. Department of Agriculture. The primary purpose of this Easement is to protect the agricultural soils, agricultural viability, and agricultural productive capacity of the Property in perpetuity.

The grant of this Easement will also serve the following "conservation purpose," as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code: The protection of open space, including farmland, pursuant to the following clearly delineated governmental conservation policies, which will yield a substantial public benefit:

- The Farm and Ranch Lands Protection Program, Section 2503 of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171), whose purpose is to purchase conservation easements or other interests in land with prime, unique, or other productive soil that is subject to a pending offer from a State, Tribe, or unit of local government for the purpose of protecting topsoil by limiting non-agricultural uses of the land; and
- Indiana Code IC 32-23-5, which defines conservation easements;

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The area in which the Property is located, including this property, is subject to significant pressure to develop intensive urban uses. The termination of development rights resulting from the creation of this Easement will provide a long-term opportunity to continue agricultural operations on the site, to support the regional agricultural economy, and to conserve and keep available for future production the valuable soils present on the site. While this Easement may be supplemented and its conservation value enhanced by the establishment of other agricultural conservation easements in the area, all parties to this agreement recognize that this Easement stands on its own, and does not require the creation of any other easement to provide the benefits for which this Property is being restricted.

_____ (Grantee) is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a)(2) of the Code. Grantee is a "qualified organization," as such term is defined in Section 170(h)(3) of the Code, and is qualified to hold conservation easements.

The Easement was funded in part by the United States Department of Agriculture.

This perpetual Agricultural Conservation Easement gives rise to property rights, immediately vested in Grantee, and any extinguishment of some or all of such rights gives rise to rights of compensation pursuant to the terms of Paragraph 28 hereof.

Grantor intends that the agricultural and other conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the agricultural and other conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. *Grant of Agricultural Conservation Easement*

For valuable consideration, Grantor hereby grants and conveys to Grantee, a perpetual Conservation Easement, an immediately vested interest in real property defined by Indiana Code IC 32-23-5, and of the nature and character described herein. 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 authorizes Grantee to enforce these covenants in the manner described below.

2. *Statement of Purpose*

The primary purpose of this Easement is to enable the Property to remain in agricultural use by preserving and protecting its agricultural soils and agricultural viability and productivity, as well as its open space characteristics. No activity that shall significantly impair the actual or potential agricultural use of the Property shall be permitted. The agricultural soils, agricultural viability and productivity, and open space character of the Property are collectively referred herein as the "conservation values" of the Property.

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3. Rights and Responsibilities Retained by Grantor

Grantor reserves all customary rights and privileges of ownership, including the rights to sell or lease the Property, as well as any other rights consistent with the protection of the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no reasonable control. Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

4. Right to Use Property for Agricultural Purposes

Grantor retains the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law as long as the agricultural productive capacity and open space value of the Property are not thereby significantly impaired.

5. Right to Privacy

Grantor retains the right to privacy and nothing herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

6. Right to Use the Property for Customary Agricultural Rural Enterprises

Grantor retains the right to use the Property for otherwise lawful and customary agricultural rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products predominately grown or raised on the Property or on other real property owned by the Grantor which is located in the vicinity of the Property, and businesses providing agricultural-related goods and services to other farms and farmers in the vicinity of the Property in accordance with Paragraph 8 and all other terms of Easement, and in compliance with applicable local, state, and federal regulations.

7. Permission of Grantee

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed or withheld by Grantee, (b) shall be sought and given in writing, with copies of all documents to be provided to the United States Department of Agriculture, Natural Resources Conservation Service, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee determines that the proposed action will not substantially diminish or impair the conservation values of the Property.

8. *Construction of Buildings and Other Improvements*

Grantor may undertake construction, erection, installation or placement of buildings, structures, or other improvements to the Property only as provided in this section. Grantor shall advise Grantee prior to undertaking any material construction or other improvement on the Property as permitted herein, so as to enable Grantee to keep its records current. All other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited. For purposes of this Section, "improvements" shall not refer to trees, vines, or other living improvements planted for agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, all of which may be made without the consent of Grantee and without advising Grantee.

(a) *Fences* – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock, wildlife and farm produce, and the reasonable and customary security of the farm produce and the residences and other improvements upon the Property.

(b) *Existing Agricultural Structures and Improvements* – Existing agricultural structures and improvements may be repaired, or replaced, but not enlarged, and shall remain entirely within the Farmstead Area(s) as shown on Exhibit B.

(c) *New Agricultural Structures and Improvements* -- New buildings and other structures and improvements to be used primarily for agricultural or rural agricultural enterprises as described in Paragraph 6, and dwellings or structures to be used primarily to house farm tenants, or farm employees ("Farm Support Housing") may be built on the Property within the Farmstead Area(s) identified on Exhibit B. New agricultural buildings, structures or improvements proposed for the Farmstead Area(s) may be built only with the written permission of Grantee and in compliance with local zoning and land use regulations. Such permission shall be granted by Grantee only if Grantor demonstrates to Grantee's satisfaction that the agricultural productive capacity and open space character of the Property will not be significantly impaired by the construction or presence of such structures.

(d) *Existing Single-Family Residential Dwelling* – The existing single-family residential dwelling in the Farmstead Area(s) may be repaired, enlarged by up to 50 percent (50%) greater than its original size, or replaced at the current location or elsewhere entirely within the Farmstead Area(s) identified in Exhibit B. All structures and appurtenant facilities associated with the dwelling shall be located entirely within the Farmstead Area(s).

(e) *Recreational Structures* – Resort structures, golf courses, non-residential swimming pools, non-residential tennis courts, commercial equestrian facilities, airstrips and helicopter pads are strictly prohibited on the Property. Private recreational structures for the personal use of the Grantor and the Grantor's family are permitted within the Farmstead Area(s) in Exhibit B. Other buildings and facilities for any other public or private recreational use may not be built on the Property.

(f) *Utilities and Septic Systems* – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, energy generation (but only for energy to be used

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on the Property) or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced. Grantor may grant rights-of-way over and under the Property for such purposes with written notification to the Grantee and provided that they are not inconsistent with the conservation purposes of this Easement. In addition, septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved. Notwithstanding the foregoing, Grantor may not undertake any action or grant any right-of-way if the effect of such action or grant would significantly impair the conservation values of the Property.

(g) *Impervious Surfaces*- Impervious surfaces from residential buildings, agricultural buildings, and paved areas both within and outside of the Farmstead area shall not exceed 2 percent (2%) of the total easement acreage. Impervious surfaces for easements under 50 acres shall not exceed one (1) acre.

9. Maintenance and Improvement of Water Sources

Grantor retains the right to use, maintain, establish, construct, and improve water sources, watercourses, water bodies, and stock water storage within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural management potential of the Property, provided such alteration is consistent with the agricultural conservation purposes of this Easement and is carried out in accordance with law and a conservation plan.

10. Subdivision

The Property is currently comprised of _____ legal parcel(s), owned by Grantor. The Grantor shall maintain all of the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel. Grantor asserts that no additional, separate legal parcels currently exist within the Property based on previous patent deed or Easement conveyances, subdivision parcel map, or surveys of any kind. Grantor will not apply for or otherwise seek recognition of additional legal parcels with the Property. Grantor shall not subdivide, via a subdivision or parcel map, the existing legal parcel(s), record a subdivision plan, partition any said parcel(s), or undertake any other attempt to divide said parcel(s) into two or more legal parcels. Grantor agrees that a copy of this Easement and any amendments thereto will be recorded concurrently with any lot line adjustment. Failure by Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way, nor shall it give rise to a breach of this Easement or any other remedies.

11. Boundary Line Adjustments

Boundary line adjustments are permitted only in the case of technical errors made on the survey or legal description. In such cases boundary line adjustments cannot exceed two (2) acres for the entire parcel.

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12. *Conservation Plan*

As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on (INSERT EASEMENT SIGNATURE DATE). However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farmland Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

13. *Application of Waste Materials*

The land application and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge, waste or liquid for agricultural production purposes may be undertaken only if in accordance with applicable law and consistent with a Conservation Plan, a Nutrient Management Plan, or a Comprehensive Nutrient Management Plan.

14. *Mining*

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance for commercial purposes, using any method that disturbs the surface of the land subject to this Easement is prohibited.

15. Paving and Road Construction

Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than roads indicated within the Farmstead Area(s), or otherwise indicated on Exhibit B; no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Property.

16. Dumping and Trash

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried or permitted to remain on the Property, except as reasonably required for the use of the Property as permitted herein, and except in accordance with applicable law. The storage of agricultural products, agricultural chemicals (including herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations), agricultural byproducts and agricultural equipment on the Property in accordance with applicable law is permitted, but no other hazardous materials are permitted.

17. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

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

(b) *Upkeep and Maintenance* – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) *Liability and Indemnification* – Grantor shall indemnify and hold harmless Grantee, together with the United States of America, from and against any costs, damages, claims, liabilities and judgments arising from past and future acts or omissions of Grantor in connection with the conveyance of this Easement or the management of the Property. This indemnification and hold harmless provision includes but is not limited to acts and omissions of Grantor's agents, employees, contractors, or lessees in connection with the conveyance of this Easement and the management of the Property which may result in: (1) violations of any laws and regulations which are or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against Grantee or the United States of America; (3) costs, expenses, and damages incurred by Grantee or the United States of America; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil, or petroleum product into the environment.

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18. *Extinguishment of Development Rights*

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

19. *Baseline Document*

The conservation values of the Property and its current use and state of improvements are described in a Baseline Document. Grantor and Grantee have copies of the Baseline Document, and acknowledge that it is accurate as of the date of this Easement. The Baseline Document may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement. However, the parties acknowledge that the conservation values permit changes in farming techniques as may be necessary or desirable to maintain economically viable farming operations. Accordingly, Grantor is not limited to those farming techniques currently known or foreseeable, but rather may use new farming techniques that are consistent with the conservation values of the Property.

20. *Monitoring*

Grantee shall manage its responsibilities for the Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Property's agricultural productive capacity and open space character in perpetuity. Grantee shall notify the Natural Resources Conservation Service after the annual monitoring visit, describing method of monitoring, condition of the Property, stating whether any violations were found during the period, describing any corrective actions taken, any transfers of the Property or portions thereof, of which Grantee has notice, and the resolution of any violation. _____ (grantee) shall assume primary responsibility for easement monitoring and stewardship. Failure to do so shall not impair the validity of this Easement or limit its enforceability in any way.

21. *Enforcement*

Grantee, or its agents, shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement, subject to the following conditions:

(a) Grantee shall give at least 48 hours written notice to Grantor before entering upon the Property, except in the event of an emergency or suspected emergency in which case reasonable verbal notice shall be given. The notice shall indicate the purpose of the entry and shall provide the timeframe during which Grantee shall be upon the Property;

(b) Entry shall take place during normal business hours unless otherwise required due to exigent circumstances; and

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(c) Grantee shall promptly reimburse Grantor for any damage to property arising out of or in connection with such entry, and Grantee shall indemnify, defend with counsel of Grantor's choice, and hold Grantor harmless from, all expense, loss, liability, damages and claims, including Grantor's attorneys' fees, if necessary, arising out of the entry unless solely caused by a violation of this easement by Grantor or by Grantor's gross negligence or willful misconduct.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation (or if the violation cannot reasonably be cured within 30 days, then Grantor shall commence the cure within such 30 day period and shall be allotted such additional time, subject to Grantee's approval which approval will not be unreasonably withheld, as shall be needed so that, that with reasonable diligence, Grantor can complete the cure).

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the agricultural conservation values of the Property, Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

If the Grantee elects to seek a judicial remedy, in addition to injunctive relief, Grantee shall be entitled to the following remedies in the event of a violation:

(a) money damages, including damages for the loss of the conservation values protected by this Easement; and

(b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any litigation or administrative proceeding under this Easement, the prevailing party shall be entitled to be reimbursed for its expenses, including, but not limited to, reasonable attorneys' fees and costs of litigation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time.

Without expanding or limiting Grantor's liability therefor, the Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, the Grantee shall apply any and all damages recovered to furthering the Grantee's mission, with primary emphasis on agricultural easement acquisition and enforcement.

22. *Contingent Right in the United States of America*

In the event that the Grantee fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary and his or her successor and assigns shall have the right to enforce the terms of the Easement through any and all authorities available under Federal or State law. Further, in the event that Grantee attempts to terminate, transfer, or otherwise divest itself of any right, title or interest in this Easement without the prior consent of the Secretary of the United States Department of

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Agriculture and payment of consideration to the United States as provided herein, then, at the option of such Secretary, all right, title and interest in this Easement shall become jointly vested in the United States of America and the Department.

23. Transfer of Easement

If the Grantee should desire to transfer its interest in the Easement created by this Deed, said Grantee may submit a written request for permission to make such a transfer to Grantor and the Secretary of the United States Department of Agriculture. This request shall state the name of the agency, entity, or organization to which the transfer is proposed, the reasons therefore, and such other information as Grantor, or the Secretary may request. If written consent is given for the proposed transfer by each of the Grantor, and the Secretary of the United States Department of Agriculture, said Grantee may transfer its interest in the Easement created by this Deed by an assignment and assumption agreement in a form suitable for recording: to a private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code. . Such a transfer may proceed only if the organization expressly agrees to assume the responsibility imposed on Grantee by this Deed and the assignment and assumption agreement is duly recorded.

If the Grantee, or its successors, ever ceases to exist or no longer qualifies under Section 170(h) of the Internal Revenue Code, or applicable state law, to hold this Easement a court of competent jurisdiction shall, upon consultation with Grantor, and the Secretary of the United States Department of Agriculture, transfer said Grantee's interest in this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

24. Transfer of Property

Subject to the restrictions herein, Grantor may transfer the Property or an interest therein, but each transferee, including without limitation a purchaser or lessee, shall take subject to, and be bound by, each and every term and provision of this Easement. All documents effectuating the transfer of an interest in the Property shall make explicit reference to being subject to this Easement. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property to any third party. Failure of Grantor to do as provided in the preceding two (2) sentences shall not impair the validity of this Easement or limit its enforceability in any way, nor shall it give rise to a breach of this Easement or any other remedies.

25. Amendment of Easement

This Easement may be amended only with the written consent of Grantee, Grantor, and the Secretary of the United States Department of Agriculture. Any such amendment shall be consistent with the Statement of Purpose of this Easement and shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded.

26. Termination or Extinguishment

This easement may only be terminated or extinguished by a court of competent

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jurisdiction upon a request to terminate made by the Grantor, Grantee, and the Secretary of the United States Department of Agriculture and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of the easement.

27. Condemnation or Eminent Domain

Condemnation or eminent domain actions require the consent of the Secretary of the United States Department of Agriculture, and the Secretary shall be notified of such proceedings immediately.

28. Proceeds

(a) The grant of this Conservation Easement gives rise to a property right, immediately vested in Grantee. For purposes of allocating proceeds at the time of termination through a judicial proceeding, Grantee's property right shall have a value equal to the greater of (i) the difference between the then current fair market value of the Property unencumbered by the Conservation Easement and the then current fair market value encumbered by the Conservation Easement; or (ii) the fair market value of the Easement determined by multiplying (1) the current fair market value of the Property, unencumbered by this Easement (minus any value attributable to improvements), by (2) the ratio, expressed as a percentage, of the value of the Easement at the time of this Grant to the value of the Property (minus any value attributable to improvements) unencumbered by this Easement at the time of this grant. For purposes of this Paragraph 28, Grantor and Grantee agree that the ratio of the value of the Easement to the value of the Property (minus any value attributable to improvements) unencumbered by this Easement is _____ percent (____%). Current fair market value, as that term is used herein, shall be determined by an appraiser jointly selected by Grantor and Grantee, and the cost of such joint appraisal shall be paid by Grantor. Nothing herein shall prevent Grantor, or Grantee from having an appraisal prepared at their own expense. Upon approval of termination of the easement or any part thereof, Grantor shall reimburse the Grantee, and the U.S. Department of Agriculture, for the value of the Easement as determined herein. The amount required to be paid in connection with the repurchase of the easement shall be distributed as follows: (a) to the United States Department of Agriculture _____ percent (____%), and (b) to the _____(grantee), _____ percent (____%).

(b) If the Conservation Easement, or any portion thereof, is terminated by an entity exercising the power of eminent domain, or for any other reason, the amount of proceeds due from Grantor and the distribution of those proceeds will be determined as set forth in Paragraph 28 (a).

(c) If Grantee obtains payment on a claim under a title insurance policy insuring the property, it shall be distributed as set forth in Paragraph 28(a).

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29. *Interpretation*

This Easement shall be interpreted under the laws of the State of Indiana or federal law as appropriate, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. References to authorities in this Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the time this easement becomes effective. No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities which may be permitted under this Easement.

30. *Successors*

Every provision of this Easement that applies to Grantor or Grantee shall also apply to, and this Easement shall bind and inure to the benefit of, their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

31. *Severability*

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

32. *Notices*

Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses, or to such other addresses as the parties may designate by notice:

To Grantor:
(name/address___)

To United States:
(name/address___)

To Grantee:
(name/address___)

33. *Grantor's Title Warranty*

Grantor represents and warrants that Grantor has good fee simple title to the Property and, to the best of Grantor's knowledge, has set forth in Exhibit C all off record liens and encumbrances affecting the Property. Grantee has obtained a preliminary title report on the Property from _____ (Title Company) that shows the prior encumbrances of record affecting the Property. These prior encumbrances of record are set forth in Exhibit C. Grantor represents and warrants that the Property is not subject to any other conservation easement whatsoever. For purposes of this section "knowledge" means the actual knowledge, without inquiry, of the Grantor as of the date of execution of this Easement.

If Grantor discovers at any time that any old or new interest in the land exists that is not

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disclosed herein, Grantor shall immediately notify Grantee and the Department of the discovery of the interest, and shall take all necessary steps to assist Grantee to make the discovered interest subject to this Easement.

34. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for a subsequent borrowing, provided any subsequent liens are subordinate to this Easement.

35. Subsequent Easements

The grant of any easements or use restrictions that might diminish or impair the conservation values of the Property is prohibited. Grantor may grant any subsequent conservation easements on the Property provided that such easements do not restrict agricultural husbandry practices, or interfere with or reduce the conservation values of the Property or interfere with any of the terms of this easement. Grantee's written approval shall be obtained at least thirty (30) days in advance of executing any proposed conservation easement on the Property and such subsequent encumbrances shall be subordinate to this Easement and make reference to it in the recording of the subsequent conservation easement. The Grantee shall notify the United States Department of Agriculture in the event that it approves any subsequent conservation easement.

36. Grantor's Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, other than pursuant to customary farming practices in compliance with law. For purposes of this section only as it affects the original Grantor, "actual knowledge" means the actual knowledge, without inquiry, of the Grantor as of the date of execution of this Easement.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Sample easement with Grantee only. Edit blue text areas with appropriate names, figures, codes etc. Then strip this header out of document. IN-NRCS-JD-templatel Rev. 9/2/03

37. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration. 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, or Grantee's successor or assignee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee, or Grantee's successor or assignee.

38. Waiver

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

39. Recordation

This easement shall be recorded in the Official Records of the County of _____, State of _____, according to the requirements of the County of _____.

40. Integration

This Easement, with respect to the subject matter hereof, is the final and complete expression of the agreement between the parties. Any and all prior or contemporaneous agreements with respect to the subject matter hereof, written or oral, are merged into this written instrument.

41. Acceptance

As attested by the Seal of _____ (Grantee) and the signature of its President affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

42. Exhibits

All Exhibits attached hereto are hereby incorporated herein by this reference.

43. Counterparts

This Easement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Easement.

Sample easement with Grantee only. Edit blue text areas with appropriate names, figures, codes etc. Then strip this header out of document. IN-NRCS-JD-templatel Rev. 9/2/03

TO HAVE AND TO HOLD this Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR

GRANTEE

Accepted:

(_____ Grantee)
a _____ nonprofit corporation

By: _____

Title: _____

ACCEPTANCE OF CONSERVATION EASEMENT BY THE NATURAL
RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

By: _____

Title: _____

Sample easement with Grantee only. Edit blue text areas with appropriate names, figures, codes etc. Then strip this header out of document. IN-NRCS-JD-templatel Rev. 9/2/03

ACKNOWLEDGEMENTS

County of)
State of), ss:

On this ____ day of _____, 20__, before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (SEAL)

My commission expires _____

County of)
State of), ss:

On this ____ day of _____, 20__, before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (SEAL)

My commission expires _____

County of)
State of), ss:

On this ____ day of _____, 20__, before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (SEAL)

My commission expires _____

Sample easement with Grantee only. Edit blue text areas with appropriate names, figures, codes etc. Then strip this header out of document. IN-NRCS-JD-templatel Rev. 9/2/03

County of _____)
State of _____), ss:

On this ____ day of _____, 20__, before me, _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (SEAL)
Exhibit A (The Property) Attached.
Exhibit B (Map of Farmstead Area) Attached.
Exhibit C (Prior Encumbrances) Attached.

My commission expires _____

Sample easement with Grantee only. Edit blue text areas with appropriate names, figures, codes etc. Then strip this header out of document. IN-NRCS-JD-templatel Rev. 9/2/03

EXHIBIT A
SUBJECT PROPERTY

[Add legal description](#)

EXHIBIT B
MAP OF FARMSTEAD AREA

[Add farmstead map](#)

EXHIBIT C
PRIOR ENCUMBRANCES

[List prior encumbrances](#)