

*DISCLAIMER: The descriptions of the specific terms in this table are summaries intended only to provide a shortened comparative description; in the event of a discrepancy, the text in the published NRCS Minimum Deed Terms prevail.*

Deed Term	With US Right of Enforcement			Without US Right of Enforcement <sup>1</sup>
	Minimally Restrictive	Moderately Restrictive	Highly Restrictive	
<b>Primary Purpose</b>	Protection of agriculture use and future viability and related conservation values by limiting nonagricultural uses or for grasslands, by limiting the nongrassland uses, that negatively affect the agricultural uses and conservation values. Permits the landowner the right to continue agricultural production and related uses subject to the terms of the easement.	Protection of conservation values (e.g., habitat, source water, water quality) with rights to implement conservation activities that further the restoration, protection, enhancement, management, maintenance, and monitoring of those conservation values. Agricultural uses are limited to those that restore or conserve the conservation values and must be conducted in accordance with the terms of the RCPP easement deed and the RCPP easement plan.	Restoring and protecting habitats, at-risk species, and conservation values. Intended for parcels that have sensitive natural resources or other conservation values that warrant the highest level of restriction on permitted uses and activities. Limits uses to the full protection of the conservation values only.	Same
<b>Comparable Easement Programs<sup>2</sup></b>	Easement purposes, authorized uses, limitations on uses, and land eligibility align most closely with ACEP-ALE.	Easement purposes, authorized uses, limitations on uses, and land eligibility align most closely with ACEP-ALE-GSS, or GRP, HFRP, ACEP-WRE with Reserved Grazing Rights, but may be for a broader range of conservation purposes (e.g., forest management for source water protection rather than T&E species recovery).	Easement purposes, authorized uses, limitations on uses, and land eligibility align most closely with ACEP-WRE, but may cover a broader range of habitat types (e.g., riparian and upland habitat complexes) or habitat conditions (e.g., intact, nondegraded habitat where protection is needed but restoration is not).	Same

<sup>1</sup> For an RCPP-Alternative Funding Arrangement (AFA) where the eligible entity has elected to use the NRCS-published Minimum Deed Terms, the version with no US Right of Enforcement must be used.

<sup>2</sup> Refer to Table 531-K1 in 440-CPM-531-K-531.103C for further information regarding land eligibility in relation to covered easement programs.

RCPP Entity-held Easement – Minimum Deed Terms comparison

Deed Term	With US Right of Enforcement			Without US Right of Enforcement <sup>1</sup>
	Minimally Restrictive	Moderately Restrictive	Highly Restrictive	
<b>Length of easement</b>	Perpetuity or maximum extent allowed by state law			Same
<b>RCPP Easement Plan</b>	Optional, unless land contains highly erodible cropland (see below)	Required		Same, NRCS approval of plan updates is required; US enforcement responsibilities limited to HEL plan
<b>Highly Erodible Land (HEL) Plan on Highly Erodible Cropland</b>	HEL plan required if parcel contains highly erodible cropland			Same; US maintains HEL plan enforcement responsibilities
<b>Allowed Uses</b>	Agricultural Production	Conservation activities which further the conservation values	Conservation activities which further the conservation values	Same
	On-Farm Energy Production	Grassland uses – if applicable, subject to plan		
	Grassland uses – if applicable			
	Forest Management – if applicable	Forest Management – if applicable, subject to plan		
<b>Agricultural Uses</b>	Allowed, subject to the terms of the deed and easement purposes. Crop cultivation on grassland or forestland easements is prohibited or limited, if allowed by Grantee.	Limited; Only agricultural uses that restore or conserve the Conservation Values; must be conducted consistent with the easement and RCPP Plan	Prohibited; Grantee may provide temporary written authorization for compatible agricultural uses. Such uses must further the conservation values, be consistent with the RCPP easement plan, and be implemented in accordance with the specific authorization.	Same

RCPPE Entity-held Easement – Minimum Deed Terms comparison

Deed Term	With US Right of Enforcement			Without US Right of Enforcement <sup>1</sup>
	Minimally Restrictive	Moderately Restrictive	Highly Restrictive	
<b>Impervious Surfaces</b> <i>(Limitation must be specified in the deed prior to closing)</i>	Option 1: Limited to 2%	Option 1: Prohibited		Same
	Option 2: Limited to the amount, not to exceed 10%, as specified in the individual waiver authorized by the State conservationist.	Option 2: Limited to 2% (There is no waiver to increase this amount)		
<b>Industrial or Commercial Uses</b>	Prohibited except: <ul style="list-style-type: none"> <li>• Uses consistent with easement purposes</li> <li>• Sale of power generated from renewable energy structures</li> <li>• Temporary or seasonal activities that do not harm conservation values</li> <li>• Commercial enterprises related to agriculture or forestry</li> <li>• Small-scale commercial enterprises compatible with agriculture or forestry</li> </ul>	Prohibited except: <ul style="list-style-type: none"> <li>• Uses consistent with easement purposes and described in Plan</li> <li>• Temporary or seasonal activities that do not harm conservation values</li> </ul>	Prohibited	Same
<b>Subdivision</b>	Option 1: Subdivision prohibited			Same, except Grantee approval required; NRCS approval not required
	Option 2: Subdivision preapproved by Grantee and NRCS prior to closing, number and boundaries of parcels approved for separate conveyance are identified in Exhibit to the conservation easement deed.			
	Option 3: Subdivision may be authorized by Grantee and NRCS after closing subject to specific criteria. The number of parcels that may be separately conveyed identified in deed prior to closing, the boundary of such parcels must be approved by Grantee and NRCS prior to such conveyance.			
	Exception for employee housing required to comply with state or local regulations.			

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<b>Construction on the Protected Property and Building Envelopes</b>	Option 1: Fixed building envelope, locations and total acres of building envelopes are identified in Exhibit to the easement deed.		Option 1: No structures or improvements allowed on easement area.	Same, except adjustment of building envelopes only requires Grantee approval; NRCS approval not required
	Option 2: Floating building envelope, number and acres of potential building envelopes identified in easement deed at closing. After closing, the location and boundaries must be approved by Grantee and NRCS and the easement deed amended to add an Exhibit showing the approved boundaries.		Option 2: No new structures or improvements allowed; however, existing structures allowed and may be maintained within existing footprint with Grantee approval.	
	Option 3: No building envelopes, no structures or improvements may be constructed, replaced, or enlarged on the easement area.		Option 3: All structures and improvements must be in building envelope (fixed or floating) <i>(See options 1 and 2 in minimally/moderately restrictive column)</i>	
<b>Construction and Agricultural Structures and Utilities</b>	Agricultural structures and utilities serving approved buildings/structures that do not adversely impact conservation values may be outside building envelope with Grantee approval.	Utilities serving approved buildings/structures that do not adversely impact conservation values may be located on property outside of building envelope with Grantee approval.	If options 2 or 3 above selected in deed then utilities serving approved buildings/structures may be located on the easement area with Grantee approval.	Same
<b>Construction and Maintenance of Roads</b>	New roads may be constructed if necessary to carry out agricultural or allowed uses, must be approved in advance Grantee.	Option 1: New Roads Prohibited		Same
		Option 2: New roads only if consistent with or necessary to carry out easement purposes, must be approved in advance by Grantee.		
	Maintenance of existing roads allowed but widening or improving must be consistent with or necessary to carry out easement purposes and must be approved in advance by Grantee.			

RCPP Entity-held Easement – Minimum Deed Terms comparison

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<b>Granting of Easements for Utilities and Roads</b>	Prohibited when adverse impact to Conservation Values as determined by Grantee and NRCS.	Prohibited unless consistent with protecting and maintaining Conservation Values. Must be authorized in writing in advance by Grantee and NRCS.		Same, except requires Grantee approval only; NRCS approval not required
<b>Surface Alteration</b>	Prohibited, except for the following activities if authorized by Grantee and consistent with RCPP Plan, if applicable: <ul style="list-style-type: none"> <li>• Dam construction</li> <li>• Erosion and sediment control</li> <li>• Certain soil disturbance activities</li> <li>• Conservation activities</li> </ul>	Prohibited, except for the following activities if authorized by Grantee and consistent with RCPP Plan: <ul style="list-style-type: none"> <li>• Dam construction</li> <li>• Erosion and sediment control</li> <li>• Certain soil disturbance activities</li> <li>• Draining, dredging, pumping, or related activities</li> <li>• Water diversion</li> <li>• Altering vegetative cover</li> <li>• Conservation activities</li> </ul>	Prohibited, except for the following activities if authorized by Grantee and consistent with RCPP Plan: <ul style="list-style-type: none"> <li>• Draining, dredging, pumping, or related activities</li> <li>• Water diversion</li> <li>• Altering vegetative cover</li> <li>• Haying, mowing, planting or harvesting any crop, grazing, harvesting wood products</li> <li>• Erosion and sediment control</li> <li>• Certain soil disturbance activities</li> </ul>	Same
<b>Surface and Subsurface Mineral Extraction</b>	Option 1: Prohibited	Prohibited		Same, except NRCS approval not required
	Option 2: Limited; allowed as identified in exhibit or approved prior to extraction by the Grantee, not to exceed specified acres			
	Option 3: Same as Option 2 but subject to certain additional criteria as approved by Grantee and NRCS	Any future third party mineral rights must reference and be subordinate to conservation deed and extraction must use off-site methods that do not impact conservation values.		
	Any future third party mineral rights must reference and be subordinate to conservation deed, and extraction must be in accordance with Option 2 or Option 3.			

RCPP Entity-held Easement – Minimum Deed Terms comparison

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	Minimally Restrictive	Moderately Restrictive	Highly Restrictive	
<b>Prohibitions</b>	Uses that violate federal laws or that decrease the easement’s protection of conservation values	<ul style="list-style-type: none"> <li>• Accumulating or dumping refuse, wastes, sewage, or other debris</li> <li>• Developed recreation</li> <li>• Activities carried out on the landowner’s adjacent land that diminish conservation values</li> <li>• Fences that prevent wildlife access and use of the property</li> <li>• Use of motor vehicles except as necessary to carry out allowed uses on the property</li> <li>• Additional prohibited activities in the RCPP Plan</li> </ul>		Same
<b>General Disclaimer and Grantor Warranty</b>	US disclaims and is not responsible for Grantee or Grantor negligent acts or omissions, breaches, violations of laws or other liabilities. Grantor indemnifies and holds harmless the US.			Same
<b>Environmental Warranty</b>	Grantor warrants it is in and will remain in compliance with all applicable environmental laws and warrants all related information has been disclosed. Grantor holds harmless and indemnifies Grantee and US against related issues that may arise.			Same
<b>Extinguishment, Termination, Condemnation</b>	Sets forth requirements and limitations related to extinguishment or termination of the rights or interests held by the Grantee and the US, and the rights and entitlements related to reimbursement upon such action. Written approval from Grantee and US required before such actions may be taken.			<b>Same; NRCS approval <u>is</u> required</b>
<b>Amendment</b>	Must be consistent with easement purposes and prior approval from NRCS required.			<b>Same; NRCS approval <u>is</u> required</b>
<b>US Right of Enforcement</b>	Grantee has primary right of enforcement. US has right of enforcement that may be exercised only if Grantee fails to enforce any of the easement terms.			No US Right of Enforcement
<b>US Right of Inspection</b>	US may exercise right of inspection only if Grantee’s annual monitoring report is insufficient or not provided annually, or US has reasonable, articulable suspicion of an unaddressed easement violation			No US Right of Inspection