

EXHIBIT E TO REGIONAL CONSERVATION PARTNERSHIP PROGRAM WARRANTY EASEMENT DEED FOR WORKING LANDS

- A. Conservation Activities. Subject to the rights of the United States under this Easement Deed, Landowner reserves the right to conduct the following Conservation Activities on the Easement Area as set forth in this Easement Deed and the RCPP Easement Plan:

[The information placed here must IDENTIFY AND DESCRIBE THE CONSERVATION ACTIVITIES which are those rights retained by the landowner as qualified herein. Conservation Activities must further the restoration, protection, enhancement, management, maintenance, and monitoring of the identified Conservation Values. Conservation Activities cannot include rights considered acquired by the United States.]

[The information placed here must DESCRIBE THE DESIRED CONDITION OF THE NATURAL RESOURCES and ECOSYSTEMS on the easement area based on the Conservation Values identified in the deed. DESCRIBE the desired vegetative communities/structure, hydrologic regimes, habitat conditions, and anticipated seasonal variations. DESCRIBE the benefits to the natural resources that are intended to be achieved under the described conditions. DESCRIBE the wildlife species and their lifecycle and habitat needs that are met by the described ecosystems.]

[The information placed here must DESCRIBE THE ROLE OF THE CONSERVATION ACTIVITY in fostering the conditions and ecosystems described herein. DESCRIBE the general parameters or methods of implementation required to ensure that the Conservation Activities are compatible and consistent with the long-term protection and enhancement objectives and limitations to the Conservation Activities to avoid detrimental impacts.]

- B. Agricultural Production. Subject to the rights of the United States under this Easement Deed, Landowner reserves the right to produce, process, and market agricultural products as described below:

1. Agricultural products include **[SELECT ONE: *agricultural crops, livestock, and forest products* OR *livestock, agricultural products, and forest products compatible with restoration and conservation of grassland, grazing uses, and related conservation values*]**.

2. **[Include the following paragraph any time the property is in grassland use: *Grassland Uses of the Protected Property* – Landowner is allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire pre-suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this Easement. The term “common grazing practices” means those practices customary to the region where the**

Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Easement Area. Landowner must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline. Determinations of birds whose populations are in significant decline, nesting seasons for such birds, and the areas of the Easement Area affected by this restriction will be set forth within the Baseline Documentation Report and the RCPP Easement Plan.]

3. **[Include the following paragraph any time the property is in forest use (Note: Number as paragraph 2 if the preceding Grassland Uses paragraph is not included):** *Forest Management and Timber Harvest* – Forest management and timber harvesting is allowed, provided it is carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Easement Area.]

- C. Additional Prohibitions. In addition to the activities identified in Part IIIC 1, 2, and 3 of the Easement Deed, it is expressly understood that the rights to carry out the following activities and uses have also been acquired by the United States and, unless specifically authorized by the United States under Part IV of the Easement Deed, are prohibited on the Easement Area:

[The information placed here must IDENTIFY AND DESCRIBE ANY ADDITIONAL PROHIBITIONS AND SPECIFY WHETHER ADDITIONAL PROHIBITIONS ARE ALWAYS PROHIBITED UNDER PART IIIC 1, PROHIBITED UNLESS AUTHORIZED BY COMPATIBLE USE UNDER PART IIIC 2, OR PROHIBITED UNLESS AUTHORIZED BY LONG-TERM USE AUTHORIZATION UNDER PART IIIC 3, AS APPLICABLE. Additional Prohibitions are those activities that are determined by NRCS to be inconsistent with the restoration, protection, and enhancement of the Conservation Values. If there are no Additional Prohibitions indicate NONE.]