

**Town of Winslow  
Qualified Agricultural Conservation Easement**

This Qualified Agricultural Conservation Easement (the "Easement") is entered into in accordance with the Town of Winslow, Voluntary Municipal Farm Support Program (xxxx), and satisfies all State of Maine requirements under Title 7 M.R.S. Chapter 2-C., and shall be for a **duration of twenty (20) years from the date of signature** of the parties.

Pursuant to this Agreement, \_\_\_\_\_ (Full Name), owner of \_\_\_\_\_ Farm, located at \_\_\_\_\_, Winslow, Maine, 04901, Kennebec County, State of Maine, (the "Grantor"), for the Town of Winslow's Farm Support Payments[GS1], grants to the Town of Winslow, acting through the Town Council, (the "Council") with an address at 114 Benton Avenue, Winslow, Maine, 04901, its successors and assigns (the "Holder"), a Qualified Agricultural Conservation Easement on the farmland and farm buildings, as described in **Section ? (?)** (the "Qualified Farmland and Farm Buildings") for the duration of this Easement, in accordance with the following terms and conditions:

**I. STATEMENT OF PURPOSE**

The Holder, with funding authorized by the Town of Winslow, Voluntary Municipal Farm Support Program, will make Farm Support Payments for twenty (20) years to conserve the Qualified Farm for the following conservation purposes:

To protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, and maintain property in agricultural use in the Town of Winslow.

To provide public benefit by protecting the Protected Property's agricultural soils for the production of food, forage, seed and fiber; and preventing the conversion of farmland to nonagricultural uses that would reduce or destroy the Protected Property's diversified agricultural and forest productivity; and

To allow the Protected Property to remain available for commercial agricultural and forest management, provided that such activities are consistent with conserving the agricultural soils, agricultural productivity and natural resource values of the Protected Property.

[Additional Purposes may be drafted by the Town of Winslow. Perhaps from the Charter? Or Report?]

Grantor and Holder intend and agree that this Qualified Agricultural Conservation Easement will confine the use of the Qualified Farmland and Farm Buildings to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Qualified Farmland and Farm Buildings that will impair or interfere with the conservation values of this Easement and the Town of Winslow's Farm Support Arrangement.

## I. STATEMENT OF PURPOSE

The intent of this Agreement is to protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, and maintain property in agricultural use.

## II. RECITALS

WHEREAS, the Grantor is the sole owner in fee simple of certain Qualified Farmland and Farm Buildings that have been approved by the legislative body of the Town of Winslow to enter into a Farm Support Arrangement with the Town of Winslow for a period of not less than twenty (20) years to protect approximately [written number] ( # ) acres of working agricultural and forest land, and other significant natural features including [list complete names of brooks, rivers, etc].

WHEREAS, the Grantor and Holder agree that the Farm Support Arrangement will conserve the productivity of the Agricultural Enterprise and prevent the conversion of the same to nonagricultural uses for a period of not less than twenty (20) years and will confer the following public benefits to the Town of Winslow: (a) provide a renewable and long-term source of farm and forest products and services; (b) provide for long-term management of farmland and forest land in accordance with best management practices to prevent erosion, sedimentation and other degradation of soil and water resources; (c) provide employment opportunities in Maine; and (d) support investment in local businesses and community services that depend directly upon, or provide ancillary services to, the agricultural and silvicultural industries.

WHEREAS, the Agricultural Commission Charter for the Town of Winslow, adopted in 2014, recognizes the importance of conserving productive farmland and active farms to maintain the Town of Winslow's agricultural business sector, cultural heritage and rural character.

WHEREAS, the protection of Agricultural Soils, preservation of agricultural and natural resource based businesses, and maintenance of open space are important to the People of the State of Maine, as evidenced by Article IX Section 8 of the Maine Constitution, and the "Farm and Open Space Tax Law", Title 36 Maine Revised Statutes ("M.R.S."), Section 1101 et seq., which confers preferential property tax treatment for active farms and property that owners keep undeveloped and available for open space uses.

WHEREAS, the Qualified Farmland has significant conservation value as open space within the meaning of Section 170(h) (4)(a) (iii) of the Internal Revenue Code, as it includes approximately [written number] ( # ) acres of open farmland, hay fields, pasture land, crop land, [insert also orchards, cranberry bog, blueberry barrens and other types of cultivated lands as appropriate] and other productive agricultural land and [written number] ( # ) acres of forested farmland.



WHEREAS, Holder is a qualified holder under Title 33 M.R.S., Section 476(2)(A) as a "qualified organization" and an "eligible donee" under Internal Revenue Code Section 170(h) (3) and the regulations promulgated thereunder to wit: a governmental entity or a non-profit corporation with the commitment to preserve the conservation values of the Protected Property, authorized by the laws of the State of Maine to accept, hold and administer conservation easements; and it possesses the authority to accept and is willing to accept this Agricultural Conservation Easement under the terms and conditions hereinafter described.

WHEREAS, Grantor and Holder acknowledge and agree that: the current agricultural uses of and improvements to the Qualified Farm and Farm Buildings are consistent with the conservation purposes of this Conservation Easement; the Qualified Farmland and Farm Buildings are now operated in accordance with a conservation plan developed by Grantor and the USDA Natural Resources Conservation Service to conserve natural resources consistent with the terms of this Conservation Easement ("NRCS Conservation Plan"); and that Grantor intends by this conveyance to manage future activities on the Property consistent with the NRCS Conservation Plan.

### III. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/NRCS plan.

**Agricultural Crops** - means all types of forage plants consumed by animals including grazed land, hay, ensilage, corn for ensilage and other crops grown for forage; field grown crops and associated rotation crops, including potatoes, grain corn, small grains and broccoli; wild low-bush blueberries, field-grown and greenhouse-grown intensive vegetable and fruit row crops, including strawberries, raspberries and high-bush blueberries; planted and cultivated Christmas trees, shrubs, sod, flowers, edible and ornamental herbs, trees bearing edible fruits and nuts, fruit trees, and general ornamental nursery crops grown on the farm to be consumed by the farm household, bartered and/or sold to generate income.

**Agricultural Enterprises** – means activities conducted by persons or businesses engaged in Agricultural Management and any further processing, storing, packaging or marketing of products derived from plants, animals, or plant or animal by-products generated primarily on a farm. "Agricultural Enterprise" may also include commercial forest management, the processing and production of firewood and other forest products harvested on a farm, and the generation and storage of electrical energy and other energy sources primarily for consumption on the farm.

**Agricultural Management** – means farming activity which includes the establishment, re-establishment, maintenance and use of cultivated fields, hayfields, pastures, and orchards; the planting, growing, and harvesting of food, forage, seed and fiber, forest products and horticultural and ornamental products, harvesting and processing of maple sugar and other agricultural products; the pasturing, grazing and raising of poultry, animals and livestock of



every nature and description for breeding, milking, and selling for fiber or slaughter; the repair, maintenance, operation and storage of farm equipment and machinery used primarily on the farm, including the operation of irrigation pumps; ground and aerial seeding; the composting of material produced by the farm or to be used primarily on the farm; the disposal of manure and other animal wastes generated primarily on the farm; the application of chemical fertilizers, soil amendments, conditioners or pesticides; and the construction and maintenance of water source, wastewater storage, water quality protection and nutrient management structures and improvements as necessary to support the farm.

**Agricultural Soils** - means prime, unique, statewide or locally important farmland soils identified and classified by the USDA Natural Resource Conservation Service (NRCS) as "Prime, Unique, Statewide or Locally Important Farmland Soils" and described and depicted in the Qualified Farm's NRCS Conservation Plan.

**Agritourism** – means farm-related, recreational activities designed for the enjoyment or education of the public to promote agricultural products, services, or experiences on the farm. Such activities include, but are not limited to, conducting educational farm tours, offering hay and sleigh rides, planting crop mazes, offering the public the opportunity to pick and purchase agricultural, horticultural, Christmas trees or other forest products produced on a farm, cross-country skiing, and engaging in other traditional non-intensive outdoor recreational activities.

**Blueberry Land** – means land devoted to the production of wild low-bush blueberries.

**Change of Use.**

**Cessation of Use:**

**Crop Land** – means land used for the production of all Agricultural Crops defined in 3.1., which includes all crops grown in rotation with potatoes and other commodity crops, such as grain corn, small grains, lupines, broccoli, rapeseed, etc.

**Department of Agriculture** - means the Maine Department of Agriculture, Conservation and Forestry.

**Development Pressure** - means the potential of the farm operations to be curtailed due to increasing development of non-compatible land uses near the farm. This includes, but is not limited to, residential and industrial development, nuisance complaints, and loss of agricultural infrastructure in the vicinity of the farm or food business. These, and other non-compatible land uses, can create environmental, social, political, or operational constraints on the farm operation and result in negative financial impacts to the farm business.

**Farm Income Report** – means an accounting of the annual yield (in units) and fair market value (price or value per unit) of all of the Agricultural Crops produced on a farm.

**Horticultural Land – Edible** – means land used for the production of market garden vegetables and small fruit crops, including strawberries, raspberries and high-bush blueberries.

**Horticultural Land – Ornamental** – means land used for the production of planted and cultivated Christmas trees, flowers, sod, shrubs, trees and general nursery stock.

**Orchard Land** – means land devoted to the growth and cultivation of trees bearing edible fruits planted at a stocking density of 60 trees per acre or greater.

**Pasture Land** – means land that is primarily used for grazing livestock, and “pasture land” as it is defined in the Farmland Tax Law (Title 36, MRS sections 1101-1121) which includes land producing hay, ensilage crops, such as grass, corn and sorghum, and any other crops grown for livestock forage.

**Qualified Agricultural Conservation Easement** – means a 20-year Agricultural Conservation Easement that is adopted by a municipality's legislative body to establish a Voluntary Municipal Farm Support Program for that municipality.

**Qualified Farmland and Farm Buildings** – means the [written number] ( # ) acres of farmland, and the following existing Farm Buildings (list) located at \_\_\_\_\_, Winslow, Maine, 04901, as more fully described in Exhibit A (copy of Deed), attached hereto and incorporated by reference into this document. Reference is made to deeds recorded in the **Kennebec County Registry of Deeds** at Book \_\_\_\_\_, Page \_\_\_\_\_.

**Permanent Structure:** anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences and standing for more than 7 months.

**Temporary Structure:** anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences and standing for less than 7 months.

**Tax Parcel** - means all contiguous land in the same ownership, except, however, that lands located on opposite sides of a public or private road are considered each a separate tract or parcel of land unless the road was established by the owner of land on both sides of the road after September 22, 1971.

**Wasteland** – means land that is part of a Tax Parcel devoted to Agricultural Management that is not suitable for Agricultural Management, but would be acceptable under Maine's Farm and Open Space Property Tax Program. In this context, wetland is classified as Wasteland.



**Woodland** – means land that is part of a Tax Parcel devoted forest products, including logs, lumber, and firewood, that is part of the to Agricultural Management of the farm and part of an Agricultural Enterprise.

**Livestock** – means animals and livestock of every nature and description for breeding, milking, and selling for fiber or slaughter that are bred, raised and housed on the farm, including, but not limited to, alpaca/llama; farmed bison, elk and deer; beef and dairy cattle; horses/donkeys/mules; sheep; goats; pigs; rabbits; emus/ostriches; poultry; ducks; and turkeys.

### III. TERMS AND CONDITIONS

#### 1. Retained Rights

Notwithstanding any provision in this Easement and Arrangement to the contrary, the Grantor(s) hereby reserves to and for themselves those customary rights and privileges of ownership of the Qualified Farmland and Farm Buildings which are not inconsistent with the statement of purpose herein, including, but not limited to, the right to:

- (1) Privacy and to carry out regular agricultural practices.
- (2) The creation of new and maintenance and use of existing trails and farm and wood roads on the Qualified Farmland and Farm Buildings substantially in their present condition or as reasonably necessary for their continued use for agricultural uses or other uses as designated in the \_\_\_\_\_ Farm NRCS Conservation Plan.
- (3) The construction or placement of Temporary Structures for agricultural uses or other uses as designated in the ??? and the \_\_\_\_\_ Farm NRCS Conservation Plan.
- (4) The construction of Permanent Structures, .....with all related appurtenances and amenities as required by the Town of Winslow as designated in the ??? and the \_\_\_\_\_ Farm NRCS Conservation Plan.

#### 2. Prohibited Uses

The Grantor covenants that the Qualified Farmland and Farm Buildings will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) No use shall be made of the Qualified Farmland and Farm Buildings, and no activity thereon shall be permitted, which is inconsistent with the intent of this Easement and Arrangement, as stated in the Statement of Purpose.
- (2) No non-agriculturally related temporary or permanent structure shall be constructed, placed or permitted to remain on the Premises, except those structures existing on the Qualified Farmland and Farm Buildings at the time of the execution of this

Easement and Arrangement, or other uses as designated in the ??? and the \_\_\_\_\_ Farm NRCS Conservation Plan.

- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Qualified Farmland and Farm Buildings, except as required for the use of the Qualified Farmland and Farm Buildings for normal agricultural activities.

### **3. Activities Which Require Prior Written Approval**

The following activities shall not be conducted without the prior written approval of the Holder, and said approval shall be granted provided that such activities do not defeat or derogate from the intent of this Easement and Arrangement.

- (1) The construction or placement of one or more new residential dwelling unit(s), together with appurtenant improvements and amenities, including, but not limited to, an asphalt driveway, septic system, or any other underground sanitary system, water system, or other utility, for use by the Grantor or a family member who is actively engaged in agricultural uses on the Premises.
- (2) The construction or placement of new permanent structures for housing seasonal agricultural employees or for other agriculturally related uses, including related retail sales.
- (3) The excavation, dredging, depositing or removal from the Qualified Farmland of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits not in accordance with a USDA/NRCS Conservation Plan.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Qualified Farmland and Farm Buildings, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Easement and Agreement.

### **4. Enforcement of the Terms and Conditions**

- (1) The Grantor grants to the Holder, and its successors at law, the right to enter the Qualified Farmland and Farm Buildings in a reasonable manner and at all reasonable times, for the purposes of:
  - (a) Inspecting the Qualified Farmland and Farm Buildings to determine compliance with this Easement and Arrangement; and
  - (b) Enforcing this Easement and Arrangement.



- (2) In the event of a violation of the terms of this Easement and Arrangement, the Holder reserves the right to pursue any remedy available at law and equity, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Holder for enforcement of this Easement and Arrangement

#### **5. Termination of Rights and Obligations**

- (1) The Grantor's rights and obligations under this Easement and Arrangement shall terminate twenty (20) years from the date of the signature of the parties below, or at any time prior upon written notification to the Holder and repayment, in full, or in part, of any funds provided as Farm Support Payments from the Town of Winslow.

#### **(2) Withdrawal Penalties....**

#### **6. Notices**

- (1) Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Easement and Arrangement shall be in writing and shall be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To the Grantor:

\_\_\_\_\_  
Farm  
Winslow, ME 04901

To the Holder:

Chairperson, Winslow Town Council  
114 Benton Avenue  
Winslow, Maine, 04901

Or to such other address as either party may from time to time designate by written notice to the other.

#### **IV. AFFIRMATIVE COVENANT**

The Grantors agree that the Qualified Farmland and Farm Buildings shall remain in active agricultural use, and the land shall not be abandoned excepting those parcels of land abandoned in accordance with a USDA/NRCS Conservation Plan, approved by the Kennebec County Soil and Water Conservation District.

#### **V. AUTHORIZATION**



The foregoing Easement and Farm Support Arrangement is authorized by Town of Winslow, Voluntary Municipal Farm Support Program (xxxx) and is intended to ensure that funds provided for direct services by the State of Maine are protected by a farmland protection agreement, and that the farmland protection agreement will protect the land in agricultural use from nonagricultural development for the period of the agreement.

This Easement and Farm Support Arrangement shall be administered on behalf of the Holder by the Winslow Agricultural Commission, the Tax Assessor for the Town of Winslow, and the Winslow Town Council, and shall be enforced by the Holder as all may decide. Nothing herein shall impose upon the Holder any duty to maintain or require that the Qualified Farm and Farm Buildings be maintained in any particular state or condition notwithstanding the Holders's acceptance hereof.

Except as otherwise provided herein, this Easement and Farm Support Arrangement does not grant to the Holder, the Public, or any other person any right to enter the Qualified Farmland and Farm Buildings.

If any section or provision of the Easement and Arrangement shall be held to be unenforceable by any court of competent jurisdiction, this Easement and Arrangement shall be construed as though such section had not been included in it.

If any section or provision of the Easement and Arrangement shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee.

This Easement and Arrangement constitutes the entire agreement of the parties and may not be modified or amended except in writing signed by all the parties hereto.

**ACKNOWLEDGEMENT OF THE GRANTORS  
OWNER OF QUALIFIED FARMLAND AND FARM BUILDINGS**

**TO HAVE AND TO HOLD** the said Agricultural Conservation Easement and Farm Support Arrangement unto the said Holder and its successors and assigns for a period of twenty (20) years.

***[use one of the following as appropriate]***

**IN WITNESS WHEREOF**, I, \_\_\_\_\_, being unmarried, have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**IN WITNESS WHEREOF**, We, \_\_\_\_\_, husband and wife and joint tenants, have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**IN WITNESS WHEREOF**, \_\_\_\_\_, Grantor herein, and \_\_\_\_\_, his/her spouse, joining in this deed and relinquishing all rights herein by descent or otherwise, have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**IN WITNESS WHEREOF**, I, \_\_\_\_\_, in my capacity as Trustee under the aforescribed Declaration of Trust, hereunto duly authorized, have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**IN WITNESS WHEREOF**, Grantor, \_\_\_\_\_ (corporate name) has caused these presents to be signed and sealed in its corporate name by \_\_\_\_\_ (person), its (title) \_\_\_\_\_, hereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Grantor Printed Name



**ACKNOWLEDGEMENT**

STATE OF MAINE  
COUNTY OF KENNEBEC

Dated: \_\_\_\_\_, 20\_\_.

Thence personally appeared the above-named Grantor(s), (name/s) and acknowledged the foregoing instrument to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF THE HOLDER  
TOWN OF WINSLOW**

The undersigned Chairman of the Town Council of the Town of Winslow hereby certifies that the foregoing Easement and Farm Support Arrangement for a Period of twenty (20) years granted to the Town of Winslow with respect to parcels of land located in **Winslow**, Maine, described herein, has been acquired pursuant to Town of Winslow, Voluntary Municipal Farm Support Program (xxxx), and satisfies all State of Maine requirements under Title 7 M.R.S. Chapter 2-C

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

By: \_\_\_\_\_

Chairperson, Town of Winslow

**ACKNOWLEDGEMENT**

STATE OF MAINE  
COUNTY OF KENNEBEC

Dated: \_\_\_\_\_, 20\_\_ .

Thence personally appeared the above-named Grantor(s), (name/s) and acknowledged the foregoing instrument to be their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_