

**EXHIBIT C**  
(Paragraph 4)

**PERMITTED USES OF THE PROPERTY**

The following are set forth both to list specific permitted activities, and to provide guidance in determining the consistency of other activities with the multiple natural resource conservation purposes of this Agricultural Conservation Easement:

1. **Historical Agricultural Practices.** To continue historical agricultural practices in the manner and location as set forth in the Report to the extent that such practices are consistent with the multiple natural resource conservation purposes of this Agricultural Conservation Easement. The term "**historical agricultural practices**" includes the continued grazing of livestock at historical levels and the historic use of fertilizers, pesticides, herbicides, and other biocides, provided that such use, including, but not limited to, the amount, frequency, and manner of application, shall be in accordance with all applicable laws and regulations, and such use does not injure or destroy the naturally occurring ecosystem.
2. **New Practices.** Except as prohibited or restricted in **Paragraph 5 of Exhibit D** of this Agricultural Conservation Easement, and **subject to obtaining the Conservancy's prior approval in accordance with the notice and approval provisions contained herein**, it shall be permissible to carry on agricultural practices, and other practices or activities, that differ from historical agricultural practices, so long as such practices do not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters, and such practices are consistent with and do not adversely affect the multiple natural resource conservation purposes of this Agricultural Conservation Easement, which purposes are to preserve and protect in perpetuity (a) the availability of the Property for agriculture by protecting the Property from development pressure; (b) the conservation and habitat values of the Property as foraging and/or nesting habitat for Swainson's hawks and for other wildlife including the processes which sustain that habitat; and (c) the open space character and scenic qualities of the Property which are important public benefits and are consistent with the availability of the Property for wildlife, habitat and agriculture.

The following new practices are hereby found to be consistent with this Agricultural Conservation Easement and do not require the notice and approval described above so long as such new practices will not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters and such new practices are consistent with and do not adversely affect the multiple natural resource conservation purposes of this Agricultural Conservation Easement: (a) grazing of livestock; (b) cultivation of rice, sod and any other row and field crops; and (c) substitution of new fertilizers, pesticides and herbicides for those Grantor presently uses, provided that such use, including, but not limited to, the amount, frequency, and

manner of application, shall be in accordance with all applicable laws and regulations, and such use does not injure or destroy the naturally occurring ecosystem.

3. Maintenance, Repair and Replacement. To construct, maintain, repair, replace and rebuild the following new structures and improvements: a pole barn (dimensions not to exceed 100' x 50'), horse stalls (dimensions not to exceed 60' x 30'), covered garage (not to exceed four-car capacity), additions to two existing houses (dimensions not to exceed a total of 1,600 square feet), swimming pool, and necessary paved areas immediately adjacent and only necessary to these improvements. To maintain, repair, replace and rebuild existing structures and improvements, including by way of illustration and not limitation fences and irrigation systems, provided that such structures and improvements shall be of approximately the same square footage, shall be rebuilt in the same general location, and in a manner consistent with the purposes of this Agricultural Conservation Easement and the agricultural productivity and natural habitat values for wildlife, open space character and scenic qualities of the Property, provided however, that Grantor shall have the right to replace existing structures and improvements in different locations with the Conservancy's prior approval, which approval shall not be unreasonably withheld. Additional fencing deemed by Grantor to be reasonably necessary to agricultural activities may be constructed without the Conservancy's consent.

4. Roads. To maintain and repair existing roads at currently existing levels of improvement, and to construct and maintain such new unpaved and otherwise unimproved roads as shall be reasonably necessary for agricultural purposes and will not substantially diminish or impair the open space character, agricultural productivity, wildlife habitat or scenic qualities of the Property and shall be consistent with this Agricultural Conservation Easement, provided that any new roads shall not be constructed unless prior written consent has been obtained from the Conservancy, which approval shall not be unreasonably withheld.

5. Fishing and Hunting. To fish or to hunt or trap wildlife not afforded protection under applicable laws or regulations, in compliance with applicable laws and regulations, and in a manner that does not significantly deplete the wildlife resources; provided, however, that while commercial hunting and fishing are permitted, commercial fish farms are prohibited. In addition, control of predatory and problem animals shall use selective control techniques, which shall be limited in their effectiveness to specific animals which have caused damage to livestock and other property. Grantor may also construct duck blinds.

6. Water Resources. To develop and maintain such water resources on the Property as are necessary or convenient for agricultural, livestock and wildlife habitat uses in a manner consistent with this Agricultural Conservation Easement.

7. Passive Recreational Uses. To conduct passive recreational uses, including, but not limited to, bird watching, hiking, horseback riding, and picnicking, provided that these uses require no surface alteration or other development of land.

8. Signs. To erect a sign or other appropriate markers not to exceed dimensions of 8' x 16' in a prominent location on the Property, visible from a public road, which identify agricultural or open space activities on the Property and/or which states that no trespassing or no hunting is allowed on the Property.

9. Transfer of Property. To transfer the Property, provided that the transfer is not prohibited in Exhibit D and that Grantor shall notify the Conservancy before the transfer of the Property, and the document of conveyance shall expressly incorporate by reference this Grant Deed of Agricultural Conservation Easement. Leasing of the Property for a period of five or more years must be approved by the Conservancy, whose approval shall not unreasonably be withheld. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Agricultural Conservation Easement or limit its enforceability in any way.

10. Residual Rights; Prior Approval. Except as expressly limited herein, to exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose which is consistent with and does not adversely affect the multiple natural resource conservation purposes of this Agricultural Conservation Easement.

If any question exists regarding whether historic or new practices or activities are permitted or would have an adverse impact on any of the multiple natural resource conservation purposes protected herein, Grantor shall notify the Conservancy and obtain the Conservancy's approval prior to engaging in such practices or activities.