

EXHIBIT D
(Paragraph 5)

PROHIBITED USES OF THE PROPERTY

The following are set forth both to list specific prohibited activities, and to provide guidance in determining whether or not other activities are inconsistent with the multiple natural resource conservation purposes of this Agricultural Conservation Easement:

1. **No Subdivision.** The legal or de facto division, subdivision, or partitioning of the Property.
2. **No Non-Agricultural Commercial Uses.** The establishment of any commercial or industrial uses other than the continuation of agricultural, except those commercial practices allowed under **Paragraph 5 of Exhibit C**. Examples of prohibited commercial or industrial uses include, but are not limited to the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock owned by other than Grantor are grouped together for intensive feeding purposes.
3. **No Use or Transfer of Development Rights.** Except as expressly permitted by terms of **Exhibit C** of this Agricultural Conservation Easement, the exercise of any development rights associated with the Property, including without limitation the construction or placement of any residential or other buildings, camping accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, Quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines, except as specifically permitted herein.

Except as expressly permitted by terms of **Exhibit C** of this Agricultural Conservation Easement, all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property are 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, nor used for the purpose of calculating permissible lot yield of the Property or any other property, provided, however, that with prior written permission of the Conservancy, this Paragraph 3 shall not preclude such transfer of development rights resulting from the destruction or demolition of any new or existing residential or agricultural building on the Property.
4. **Natural Resource Development.** Except soils, sands and other material as appropriate for the conduct of the agricultural and other activities permitted herein, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel or rock or any other material on or below the surface of the Property.

5. No Orchards and Vineyards. The planting and cultivation of commercial orchards and vineyards.

6. No Dumping. The dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge or unsightly or toxic or Hazardous Materials or agrichemicals, except that fertilizers, pesticides, biocides, and herbicides permitted under Paragraphs 1 and 2 of Exhibit C may be stored on the Property provided that such storage is in compliance with applicable health, safety and Environmental Laws and regulations.

7. No New Roads. The construction, reconstruction or replacement of any roadways, except as expressly provided herein.

8. No Destruction of Native Trees or Shrubs. The removal, cutting or destruction of live native trees or shrubs on the Property, except for disease or insect control or to prevent property damage or personal injury.

9. No Biocides. The use of fertilizers, pesticides, biocides, and herbicides or other agricultural chemicals, except as expressly permitted herein.

10. No Hunting. The use of the property for hunting, trapping, or fishing, except as expressly permitted herein.

11. No Long-Term Leases. Leasing the Property for a period of five or more years without the consent of the Conservancy.

12. No Alteration of Natural Water Courses; Degradation of Water Quality. Except with the prior consent of the Conservancy, the manipulation or alteration of natural water courses, wetland, streambank, shoreline, or body of water. Activities or uses detrimental to water quality, including but not limited to degradation, pollution of any surface or subsurface waters. Historical agricultural practices including the grazing of livestock at historical levels which have effects upon natural water courses and water quality shall not be limited or prohibited by Paragraph 5.

13. No Impairment of Water Rights. Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action which diminishes or extinguishes such water rights.

Nothing in this provision shall restrict the right of the Grantor to sell rights to use water, or to use water on the Property, or on lands other than the Property on a temporary basis (maximum one-year increments), provided that such sale or use does not permanently impair the riparian or other water rights appurtenant to the Property.

This Agricultural Easement shall not sever or impair any riparian water rights appurtenant to the Property.

14. Vehicles. The use of any motorized vehicles off designated roadways, except for agricultural purposes.

15. Introduction of Exotics. The intentional or reckless introduction of exotic plant or animal species which may in the Conservancy's determination threaten the Conservation Values of this Conservation Easement.

16. Inconsistent or Adverse Actions. Any action or practice which is or becomes inconsistent with, or which adversely affects any of the multiple natural resource conservation purposes of this Agricultural Conservation Easement, which purposes include preservation and protection of agricultural productivity, natural habitat values for wildlife and the processes which sustain that habitat, open space character and scenic qualities of the Property.