

Indian Line Farm Land Management Plan

General Terms:

This Land Management Plan is an Attachment to the Lease Agreement (hereinafter referred to as "Lease") dated _____ between The Community Land Trust in the Southern Berkshires, Inc. (hereinafter referred to as "Land Trust"), and _____ (hereinafter referred to as "Lessees").

The purpose and utilization of the Leasehold is generally addressed in Section 3 of the Lease ("Purpose and Utilization of the Leasehold"). Portions of the Leasehold are further controlled by a Conservation Restriction running to _____, which restrictions are attached to and made a part of the Lease.

This Land Management Plan describes the Leasehold and specifies additional standards of use which shall govern the utilization of the Leasehold during the term of the Lease. Such standards itemized in this Land Management Plan shall be applicable over the entire term of the Lease, unless such Land Management Plan is amended by mutual agreement between the Land Trust and the Lessees. Should the Lessees fail to meet the standards hereby itemized, as with standards contained elsewhere in the Lease, the Land Trust shall have cause to Terminate the Lease under the provisions of Section 10 of the Lease - "Termination."

Description of the Leasehold and Specific Terms:

Indian Line Farm is a 16.69 acre farm situated on the easterly side of Jug End Road, between Route 23 and Mount Washington Road, in the Town of Egremont, Massachusetts. The farm abuts 82 acres of preserved wetlands, a critical part of the Karner Brook ecosystem. For the purpose of this Land Management Plan, the parcel consists of the following four zones, as shown on the "Indian Line Farm Land Use Plan" (also attached to the Lease):

1) Tillable Agricultural Land

10.19 acres in area, this zone is comprised of land generally suitable for use as farmland. According to the Soil Survey of Berkshire County (U.S.D.A. 1988), a significant portion of this zone (perhaps 6 to 8 acres) is classified as "Hero loam, 0 to 3 percent slopes (HeA)," which soil map unit is further identified as "prime farmland". The remaining land (2 to 4 acres) is also of agricultural value, though its use might be limited by location and/or degree of wetness.

The Lessees shall maintain, during the term of the Lease, a Minimum Standard of active

agricultural and/or horticultural use within the Leasehold. This Minimum Standard is defined as follows:

- a) One acre of land will be utilized for the growing of crops suited for commercial sale, such as: annual and perennial vegetables, herbs, grains, and small fruits.
- b) One additional acre of land shall be used each year for the purpose of soil improvement. Activities suitable for use on this additional acre would include such activities as the planting of "green manures" or "cover crops" intended to improve soil nutrients, the application of compost or other sources of fertility, grazing of animals, and/or the use of bare fallow to lessen weed seed populations and/or allow the land to rest. In the event that the Lessees utilize more than three acres for the production of crops, no less than 1 acre of "soil improvement land" shall be used for each additional 3 acres of crop land. Therefore, if the Lessees were to undertake production of commercial crops on six acres, no less than 2 acres additional would be used for soil improvement activities.
- c) The total annual gross sales of farm products raised and/or processed on the Leasehold shall be no less than \$3,500.00. This Minimum Standard may be adjusted periodically by the Land Trust based upon the rate of inflation, provided that notice of such adjustment is given to the Lessees within thirty days, and that such notice is provided during the months between and including November and February. It is agreed that the rate of increase shall not exceed the rate of increase of the Consumer Price Index established by the U.S. Department of Labor, Bureau of Labor Statistics, such index being further defined by the subtitle "All Urban Consumers (CPI-U)" with a geographic coverage equal to "U.S. City Average", and an index component "All items" with the standard reference base period of "1982-84 = 100". The reference period from which changes in the price index will be measured shall be equal to the index for the month and year of the execution of this lease agreement.
- d) Agricultural and/or horticultural practices employed within this zone shall meet the requirements of the NOFA Massachusetts Organic Certification Program (hereinafter referred to as the "NOFA Standards"), published by the Northeast Organic Farming Association/Massachusetts Chapter, Inc. on January 15, 1997, which publication shall be made, hereby, a part of the Lease. However, excepting from above, the Lessees shall in no way be required to follow the section of the NOFA Standards entitled "PROCEDURE FOR CERTIFICATION" listed on pages 6 through 8, or the section "LABELING" listed on pages 12 through 13. Lessees shall additionally conduct all agricultural/horticultural activity permitted pursuant to this Lease in conformance with all applicable laws or regulations, and shall obtain all necessary permits, such as burning permits, from local, state, federal and other authorities.

- e) No more than eight animal units (8,000 total pounds of livestock live weight) may be raised within this zone. The Lessees shall undertake to ensure that livestock production conducted within the zone shall not introduce excessive nutrients to the farm and surrounding ecosystem. For these purposes, the Nitrogen Loading Restriction shall be set at a limit of 200 pounds of nitrogen per acre per year.

In the event that the Lessees shall fail to meet the Minimum Standard, outlined above, for three consecutive calendar years, the Land Trust shall have the right to terminate the Lease under the provisions of Section 10 of the Lease - "Termination."

The Lessees shall retain the right to construct agricultural outbuildings and/or greenhouses upon the Tillable Agricultural Land, provided that such construction is consistent with applicable local, state, and federal laws, and is consistent with the other terms of the lease and the Conservation Restriction running to The Nature Conservancy.

2) Buffer Area

4.23 acres of land identified on the Land Use Plan border the fragile wetlands which abut the farm. In order to preserve the integrity of the adjacent wetland, and to ensure that the agricultural use of the Leasehold is consistent with such preservation, the Lessees shall undertake to protect the Buffer Zone using special measures. Specifically, the Lessees shall not apply pesticides, synthetic fertilizers, or raw animal manures within the Buffer Area. Additionally, within the Buffer Area, no agricultural and/or horticultural use, as specified above, shall take place, excepting the following:

- a) the planting and mowing of grass or hay, including such tillage operations as may be necessary for the establishment of a suitable perennial lay, but not including tillage more than once in ten years. The lessees shall exert reasonable effort to time their activities so as to enhance the protection of native and migratory bird species.
- b) the establishment and selective harvesting of native species of trees, including fruit and nut trees.
- c) The construction, maintenance, and improvement of fences that define the property boundary and/or the boundary of the Buffer Area.

Permitted agricultural and/or horticultural practices employed within this zone shall meet the requirements of the NOFA Massachusetts Organic Certification Program as specified in Section 1, Paragraph d. of this document.

3) Hillside Pasture:

The Hillside Pasture, 1.02 acres in area, may be utilized by the Lessees for agricultural and/or horticultural purposes. These 1.02 acres may be used for grazing, planting trees,

mowing grass or hay, or other uses suitable to the zone and consistent with the terms of the Lease. Permitted agricultural and/or horticultural practices employed within this zone shall meet the requirements of the NOFA Massachusetts Organic Certification Program as specified in Section 1, Paragraph d. of this document. The Lessees shall undertake to ensure that livestock production conducted within this zone shall not introduce excessive nutrients to the farm and surrounding ecosystem. For these purposes, the Nitrogen Loading Restriction shall be set at a limit of 200 pounds of nitrogen per acre per year.

4) The Farmstead:

The Farmstead, a zone of 1.24 acres, contains residential and agricultural buildings. In 1999 these buildings included: a large 4 bedroom New England style home, a 30 head dairy barn, a mobile home, a three stall tractor shed, two chicken coops, and one additional outbuilding. The area shown as Farmstead "A" on the Land Use Plan (0.53 acres), which contains the barn and a single outbuilding, is subject to the terms of the Conservation Restriction. The remaining portion of the Farmstead Area, shown as "B" on the Land Use Plan, is 0.71 acres in area, and is not subject to the terms of the Conservation Restriction.

The Farmstead zone is intended for the living quarters of the Lessees and other residents of the Leasehold; tool and equipment storage; vegetable cleaning, storing, packaging, distributing, and retailing; poultry quarters; slaughter of farm raised animals; winter housing of animals; and additional uses consistent with the terms and purposes of the Lease. Permitted agricultural and/or horticultural practices employed within this zone shall meet the requirements of the NOFA Massachusetts Organic Certification Program as specified in Section 1, Paragraph d. of this document. If livestock are kept in the barn or other outbuildings, liquid and solid excrements shall be collected and stored by the Lessees until such time as they can be applied to the land in a non-polluting manner. Application of such materials shall be conducted at application rates the soil can safely assimilate. For these purposes, the Nitrogen Loading Restriction shall be set at a limit of 200 pounds of nitrogen per acre per year.

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