

LIMITED OPERATIONAL USE & CONSERVATION LEASE AGREEMENT

(Non-Habitation; Review-Based Term)

This Operational Use & Conservation Lease Agreement (“Agreement”) is entered into by and between:

Landowner:	
Mailing Address	

Operator	
Address	
EIN/SSN/TIN	

collectively referred to as the “Parties.”

1. Purpose of Agreement

The purpose of this Agreement is to authorize the **non-residential, operational use** of the Landowner’s property for agricultural, conservation, and stewardship activities, while clearly protecting the Landowner’s ownership, control, and legal interests.

This Agreement is intended to support **multi-year conservation and agricultural operations**, including participation in NRCS and related programs, without creating tenancy or habitation rights.

2. Property Description

This Agreement applies to the property located at:

APN	
Address	

(“Property”)

3. Term; Review Structure

The Parties acknowledge that the contemplated operations require a **multi-year horizon**.

- The initial term shall be **five (5) years**, aligning with NRCS conservation practice requirements.
 - At the conclusion of the fifth (5th) year, the Parties shall conduct a **full review and assessment** of project performance, impacts, and compatibility.
 - Continuation beyond five (5) years, up to a maximum of **ten (10) years**, shall occur **only by mutual written agreement**.
 - No automatic renewal is created by this Agreement.
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4. Permitted Operational Use

The Landowner authorizes the Operator to use the Property **solely for operational purposes**, which may include:

- Agricultural production and soil fertility activities
- Conservation and ecological restoration practices
- Biochar, composting, and soil conditioning
- Irrigation, water efficiency, and related infrastructure
- Equipment staging and storage
- Educational and demonstration activities consistent with stewardship goals

All uses shall remain **non-residential** and consistent with this Agreement.

5. No Automatic Habitation or Tenancy Rights

This Agreement **does not grant any right of residence, tenancy, or habitation**.

The Operator shall not establish a permanent or continuous dwelling, domicile, or residential use of the Property unless expressly authorized under a **separate written agreement**.

Nothing in this Agreement shall be construed to create a landlord-tenant relationship.

6. Optional Limited Onsite Operational Presence

At the **sole discretion of the Landowner**, limited onsite presence by the Operator may be permitted **strictly for operational purposes**, including but not limited to:

- Extended workdays during peak agricultural or conservation periods
- Equipment monitoring, irrigation oversight, or time-sensitive operations
- Temporary rest incidental to active land stewardship

Any such allowance:

- Shall **not constitute residency, tenancy, or habitation**
- Shall **not be continuous or permanent**
- May be **modified, limited, or withdrawn** by the Landowner at any time

Any allowance for limited onsite presence is granted solely as a matter of operational convenience and trust and shall not be interpreted as conveying any possessory or occupancy interest in the property.

7. Conservation Practices and Infrastructure

The Parties acknowledge that operations may include **conservation practices and limited infrastructure improvements**, including those supported by NRCS or related programs.

- All such activities shall occur with Landowner awareness and consent.
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- Participation in conservation programs **does not alter ownership, title, or control** of the Property.
- Infrastructure installed for conservation purposes does not confer ownership or permanence rights to the Operator.

8. Ownership; No Property Interest Conveyed

The Landowner retains **full ownership, authority, and control** of the Property at all times.

This Agreement conveys **no easement, leasehold estate, possessory interest, or property right** beyond the limited operational permissions expressly stated herein.

9. Good-Faith Collaboration

The Parties enter this Agreement in good faith with the intent to:

- Enable responsible land stewardship
- Protect landowner interests
- Maintain transparency and trust
- Allow reassessment if the arrangement no longer serves its purpose

Either Party may terminate this Agreement in accordance with the underlying lease or by mutual written agreement.

10. Entire Agreement; Consistency

This Agreement:

- Clarifies and governs operational use
- Does not supersede ownership rights
- Shall be interpreted consistently with any underlying lease or written agreement between the Parties

11. Signatures

By signing below, the Parties acknowledge understanding and agreement to the terms above.

-----Landowner-----	
Name:	
Signature	
Date	

-----Operator-----	
Name	
Signature	
Date	