

When Recorded Mail To:
Marin Agricultural Land Trust
P.O. Box 809
Pt. Reyes Station, CA 94956
Telephone: (415) 663-1158

APNs:

Space above reserved for Recorder

**DEED OF AGRICULTURAL CONSERVATION EASEMENT
(WITH PROVISIONS LIMITING OWNER'S USES)**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT ("Easement") is made by Original Grantor Grantors" or "Owner"), to **MARIN AGRICULTURAL LAND TRUST**, a California nonprofit public benefit corporation ("Holder"). Original Grantor Grantors or Owner and Holder are sometimes referred to individually as a "Party" or collectively as the "Parties." The term "Original Grantor Grantors" refers to the Original Grantor Grantors of this Easement, and the term "Owner" refers both to the Original Grantor Grantors and to all subsequent owners no matter how they may come to own part or all of the Property (defined below). See also Section 26(g) (General Provisions – Successors) below. The Effective Date of this Easement is the date upon which this Easement is recorded in the Official Records of the County of Marin.

RECITALS:

A. Original Grantor is the sole owner in fee simple of that certain real property at [REDACTED] Road in Marin County, California, comprising County of Marin Assessor's Parcel Number [REDACTED], which consists of approximately [REDACTED] acres of land and is more particularly described in **Exhibit A** (Description of Property attached hereto and incorporated herein by this reference (the "Property" or the "Protected Property")); and

B. Holder is a publicly-supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code (found at 26 U.S.C. and hereinafter referred to as "IRC"), whose primary purpose is the preservation, protection, and enhancement of agricultural land in Marin County, California and its associated open space, natural resource and scenic values; and

C. The Property possesses significant agricultural and associated open space, natural resource, and scenic values of great importance to Holder, Original Grantor

, the people of Marin County, the people of the State of California, and the people of the United States; and

D. Owner and Holder intend that the Property be maintained in agricultural production by the maintenance of the agricultural values thereof and that the open space, natural resource, and scenic values of the Property be preserved by the continuation of agricultural and ranching uses, which have proven historically compatible with such values, and by adherence to the restrictions and other provisions of this Easement, including, without limitation, creek conservation area and agricultural management plans; and

E. The area in which the Property is located, including the Property, is subject to significant pressure to develop non-agricultural uses, including without limitation, large-lot residential development. The termination of development rights resulting from the creation of this Easement will provide a long-term opportunity to continue agricultural operations on the Property, to support the regional agricultural economy, and to conserve and keep available for future production the valuable soils present on the Property. While this Easement may be supplemented and its conservation value enhanced by the establishment of other agricultural conservation easements in the area, the Parties recognize that this Easement stands on its own and does not require the creation of any other easement to provide the benefits for which this Property is being restricted; and

F. The primary purpose of this Easement is to protect the agricultural soils, agricultural viability, and agricultural productive capacity of the Property in perpetuity. The Property consists primarily of productive agricultural land. Approximately [REDACTED] percent ([REDACTED]%) of the soils on the Property have been classified as prime soils, approximately [REDACTED] percent ([REDACTED]%) of the soils on the Property have been classified as Soils of Statewide Importance, approximately [REDACTED] percent ([REDACTED]%) of the soils on the Property have been classified as Soils of Local Importance by the California Department of Conservation; and

G. The protection of the Property is consistent with the State of California's public policy favoring the preservation of agricultural lands and their resources. The state's public policies are set forth in a number of statutes of which the following are only a sample: California Civil Code section 815 states that "the preservation of land in its natural, scenic, agricultural, historical, forested or open-space condition is among the most important environmental assets of California;" California Government Code section 51220 (Williamson Act) states, among other findings as to the significant public benefit of preserving agricultural lands, "[t]hat the preservation of a maximum amount of the limited supply of agricultural land is

necessary to the conservation of the state's economic resources, and is necessary not only to the maintenance of the agricultural economy of the state, but also for the assurance of adequate, healthful and nutritious food for future residents of this state and nation," "[t]hat ... agricultural lands have a definite public value as open space," and "[t]hat the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest;" and California Food and Agriculture Code section 821 states that one of the major principles of the state's agricultural policy is "[t]o sustain the long-term productivity of the state's farms by conserving and protecting the soil, water, and air, which are agriculture's basic resources;" and

H. The County of Marin supports the protection and preservation of agricultural land uses, agricultural land, and open land through goals and implementing programs as expressed in the Natural Systems & Agriculture Element of the Marin Countywide Plan adopted November 6, 2007, including, inter alia, the preservation of agricultural lands and resources by agricultural conservation easements (Goal AG-1 – Policy AG-1.2 and Implementing Programs AG-1.d and AG-1.1.) Marin County has expressed support for the acquisition of the Easement on the Property, has affirmed that the acquisition is consistent with the County's Countywide Plan, and has partially funded MALT's acquisition of this Easement as described in Recital I. Further, Marin County has enacted a Right-to-Farm ordinance, Marin County Code Chapter 23.03, the policy of which is to "conserve, protect, enhance and encourage agricultural operations within the county," (see Marin County Code, ch. 23.03.030), and upholding the Right-to-Farm ordinance is one of the Implementing Programs of the Goals of the Countywide Plan (AG-1.j; see also Cal. Civ. Code, §3482.5); and

I. The Easement was acquired in part with funds provided by Marin County Parks ("County" or "Funder"), by a grant agreement approved by the Board of Supervisors of Marin County on the [redacted] day of [redacted] through its Farmland Preservation Program, (see Marin County Ordinance No. 3586, approved by Marin County voters on November 6, 2012), for the purpose of protecting the agricultural uses and related conservation values of the Property in perpetuity by limiting nonagricultural uses of the land. These funds represent a substantial investment by the people of the County of Marin in the long-term conservation of valuable agricultural land, and the retention of agricultural land in perpetuity; and

J. Original Grantor intends, as owner of the Property, to convey to Holder the right to preserve and protect in perpetuity the Agricultural Values (as defined below), and, to the extent consistent with the Agricultural Values, the open space,

natural resource, and scenic values of the Property as set forth below in this Easement; and

K. Holder intends, by acceptance of the grant made hereby, forever to honor the intentions of Original Grantor to preserve and protect in perpetuity the agricultural, Agricultural Values and open space, natural resource, and scenic values of the Property as set forth below in this Easement; and

L. Holder is authorized to hold this Easement pursuant to California Civil Code section 815.3. Specifically, Holder is (i) a tax exempt nonprofit organization qualified under IRC section 501(c)(3), and qualified to do business in California; (ii) a “qualified organization” as defined in IRC section 170(h)(3); and (iii) an organization that has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in their natural, scenic, agricultural, forested, or open space condition or use; and

N. As certified by a resolution of its Board of Directors on [REDACTED], Holder accepts the responsibility of enforcing the terms of this Easement, including, without limitation, monitoring the uses and practices on the Property to determine whether they are consistent with this Easement, and enforcing the terms of this Easement and upholding its purposes forever.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing Recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter alia, California Civil Code sections 815-816, Original Grantor does hereby voluntarily grant to Holder, and Holder voluntarily accepts, an agricultural conservation easement in gross in perpetuity over the Property of the nature and character and with the related assignment of certain commercial solar rights and to the extent set forth in this Easement.

1. Purposes. Pursuant to the desires of the Parties, the Funder identified above, and the governmental policies detailed in the Recitals above, this Easement is intended to enable and cause the Property to remain in Agricultural Uses (as defined in **Exhibit B**, Section 2 [Agriculture]) (a) by preserving and protecting in perpetuity its agricultural values, character, use, and utility including, without limitation, the agricultural productivity, vegetation, soil and water quality (collectively, the “Agricultural Values”); (b) by requiring continuing Productive

Agricultural Uses (as defined in Section 5.0 [Mandatory Agriculture Provisions], below); (c) by preventing any use or condition of the Property, or activity or practice thereon, that would significantly impair or interfere with its Agricultural Values; and (d) by requiring adherence to the Agricultural Management Plan (“AMP”) as specified in Section 5.0 (Mandatory Agriculture Provisions) and the Creek Conservation Area Management Plan (“CCAMP”) as specified in Section 6 (Creek Conservation Areas), below. To the extent that the preservation of other open space, natural resource, and scenic values of the Property is consistent with such Agricultural Values, it is within the purposes of this Easement to protect those values. The Parties agree that the provisions of the AMP and CCAMP approved by MALT in accordance with Sections 5 and 6 are consistent with the Agricultural Values. The Agricultural Values and open space, natural resource, and scenic values of the Property are sometimes referred collectively herein as the “Protected Values,” and the preservation and protection of those Protected Values are referred to collectively herein below as the “Purposes” of this Easement.

2. Affirmative Rights and Interests Conveyed. To accomplish the Purposes of this Easement, the following rights and interests are conveyed to Holder by this Easement:

(a) To identify, to preserve and to protect in perpetuity the Agricultural Values, and, to the extent consistent with those Agricultural Values, the open space, natural resource, and scenic values of the Property.

(b) To assure implementation of the AMP prepared, approved, and updated from time-to-time in accordance with Section 5.0 (Mandatory Agriculture Provisions) and the CCAMP prepared, approved, and updated from time-to-time in accordance with Section 6 (Creek Conservation Areas).

(c) To enter upon, inspect, observe, and study the Property for the purposes of (i) identifying the current condition of the Property, the uses, practices, and activities thereon, and the baseline condition thereof; and (ii) monitoring annually, or more frequently if Holder deems it necessary or appropriate, the condition of the Property and the uses, practices and activities thereon to determine whether they are consistent with this Easement; and (iii) pursuant to Section 9.0 (Holder’s Remedies) of this Easement, making determinations as to violations of this Easement and corrective actions. Such entry shall be permitted upon prior notice to Owner pursuant to Section 25 (Notices) and shall be made in a manner that will not unreasonably interfere with Owner’s use and quiet enjoyment of the Property.

(d) To prevent any condition, activity on, or use of, or practice on the Property that is inconsistent with the Purposes of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent condition, activity, use or practice. However, it is the intention of this Easement not to limit Owner's discretion to employ Owner's choices of farm and ranch uses and management practices so long as those uses and practices are consistent with the Purposes of this Easement and with the then-current AMP and CCAMP.

(e) To erect and maintain a sign or other appropriate marker in a prominent location on the Property acceptable to Original Grantor bearing information indicating that the Property is protected by Holder and acknowledging the sources of Holder's funding for the acquisition of this Easement. The wording of the information shall be determined by Holder, but shall clearly indicate that the Property is privately owned and not open to the public. Holder shall be responsible for the costs of erecting and maintaining such sign or marker.

(f) To exercise such additional rights as may be reasonably necessary to effectuate the Purposes of this Easement.

3. Uses and Practices. Holder and Owner intend that this Easement shall confine the uses of the Property to agriculture, residential use accessory to, incidental to, or in support of the agricultural use of the Property, and the other uses that are described herein. Examples of uses and practices that are consistent with the Purposes of this Easement and that are hereby expressly permitted, are set forth in **Exhibit B** Permitted Uses and Practices attached hereto and incorporated herein by this reference. Examples of uses and practices that are inconsistent with the Purposes of this Easement, and that are hereby expressly prohibited, are set forth in **Exhibit C** Prohibited Uses and Practices attached hereto and incorporated herein by this reference. The uses and practices set forth in **Exhibits B** and **C** are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively; they are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the Purposes of this Easement.

4. Baseline Data. In order to establish the present condition of the Property, Holder, in cooperation with Original Grantor, has examined the Property and prepared a report (the "Baseline Documentation Report") dated [REDACTED] containing an inventory of the Property's relevant features, Agricultural Values and conditions, its improvements and some of its natural resources (the "Baseline Data"). The Baseline Documentation Report has been signed by Original Grantor

and Holder, thus certifying that it represents accurately the condition of the Property at the Effective Date of this Easement. Original Grantor and Holder further acknowledge and certify the accuracy of the Baseline Documentation Report in **Exhibit G** Acknowledgment of Baseline Documentation Report which is attached hereto and incorporated herein by this reference. Original Grantor and Holder have copies of the Baseline Documentation Report. A copy of the Baseline Documentation Report shall remain on file with Holder.

The Parties intend that the Baseline Data shall be used by Holder to monitor Owner's future uses of the Property, the condition thereof, and activities and practices thereon. The Parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the Parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. The Parties recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the situations of Owner may result in an evolution of agricultural uses of the Property, provided such uses are consistent with this Easement and with the then-current AMP and CCAMP. Holder acknowledges that Original Grantor's uses of the Property as of the Effective Date of this Easement that are known to Holder and reflected in the Baseline Documentation Report are consistent with the Purposes of this Easement unless and except to the extent that such uses are identified in the Baseline Documentation Report as being inconsistent with the Purposes of this Easement.

5.0. Mandatory Agriculture Provisions.

(a) Agricultural Use. Beyond the uses specifically permitted and prohibited, Owner and Holder agree that Owner, directly or through an operator or operators responsible to Owner, shall be, and continue to be, actively engaged in Productive Agricultural Uses (as defined below) of the Property. "Agricultural Uses" are defined in **Exhibit B**, Section 2 (Agriculture). "Productive Agricultural Uses" are defined as a level of commercial Agricultural Uses appropriate to the agricultural capacity of the Property for the production, processing, and sale of commercial animal products and/or agricultural crops.

(b) Agricultural Management Plan Purpose and Requirements. The purpose of the AMP is to describe a specific plan for the conduct of commercial Agricultural Uses and practices on the Property that meets the requirements for Productive Agricultural Uses of the Property, including, but not limited to, a description of the types of crops, number and kind of livestock, and seasons and areas of use, provisions for minimizing erosion and the transport of pollutants or

sediment into creeks, and other material aspects of the Agricultural Uses and practices in sufficient detail to permit Holder to make an informed judgment as to the AMP's reasonableness and consistency with the terms of this Easement. The Agricultural Uses and other uses and practices occurring within a Creek Conservation Area shall conform to the requirements of a then-current approved CCAMP. In preparing the AMP, Owner shall consult with a Certified Rangeland Manager ("CRM") licensed by the State of California or an appropriate local agency resource management professional (a "Professional") at Owner's expense. Any AMP presented to Holder for approval shall be accompanied by a signed certification by such a CRM or Professional that such CRM or Professional has consulted with Owner regarding the proposed AMP, has reviewed the proposed AMP, and has determined that the proposed AMP meets the purpose and the requirements of an AMP as set forth in this Section 5.0(b).

(c) Initial Agricultural Management Plan. Prior to recordation of this Easement, Owner submitted and Holder approved an initial AMP for the Property. Owner shall implement and adhere to that AMP at all times unless and until updated with Holder's approval pursuant to Subsection (d) below.

(d) Agricultural Management Plan Implementation and Updates.

(i) After an AMP has been presented to Holder for approval and Holder has notified Owner of Holder's approval of the AMP, Owner shall implement and adhere to the AMP at all times unless and until updated with Holder's approval.

(ii) Owner shall update an existing approved AMP at least every ten (10) years or sooner in the event of proposed significant changes in the existing AMP or any change in the ownership of the Property. Prior to submitting an updated AMP for Holder's approval, Owner shall consult with a CRM or Professional and have the CRM or Professional review the updated AMP and provide the certification required by Section 5.0(b) (Mandatory Agriculture Provisions – Agricultural Management Plan Purpose and Requirements) above.

(iii) Owner shall submit any proposed updated AMP accompanied by the signed certification by the CRM or Professional for consideration by Holder. Holder shall have forty-five (45) days from receipt of the updated AMP and CRM/Professional certification within which to review the proposal. Holder shall approve the updated AMP, in writing, if Holder in its sole discretion determines that it reasonably meets the purpose and requirements of Section 5.0(b)

(Mandatory Agriculture Provisions – Agricultural Management Plan Purpose and Requirements) above.

(iv) Holder may waive the requirements in Subsections 5.0(d)(ii) and (iii) for consultation with a CRM or Professional and any related certification if Holder determines that such consultation and certification is not necessary in the particular circumstances.

(v) In the event of a disagreement between Owner and Holder as to the conformity of the proposed updated AMP to the requirements of this Easement, Owner and Holder shall negotiate in good faith to resolve the disagreement. Pending resolution of any such disagreement, Owner shall continue to implement and adhere to the previously approved AMP.

(vi) After notification of Holder's approval of an updated AMP, Owner shall implement and adhere to the updated AMP at all times unless and until further updated with Holder's approval.

5.1. Replacement of Owner with an Operator.

(a) Should Owner find that it cannot, or that it does not wish to, continue Productive Agricultural Uses of the Property as contemplated by the then-applicable AMP and must cease, or wishes to cease, to engage actively in Productive Agricultural Uses of the Property according to that AMP, Owner may propose changes in the AMP that would enable Owner to carry on Productive Agricultural Uses of the Property. Owner and Holder shall work together in good faith to develop an alternative AMP that would enable the Owner to carry on Productive Agricultural Uses of the Property.

(b) If Owner has made the determination that it cannot, or does not wish to, continue itself carrying on Productive Agricultural Uses of the Property in accordance with the existing AMP and if Owner does not elect promptly to propose changes in the AMP or if Owner and Holder are unable to develop a mutually agreeable alternative AMP within a reasonable time (not to exceed two [2] months), then Owner shall in good faith promptly seek and retain an agriculture production operator ("Operator") to maintain Productive Agricultural Uses of the Property in accordance with Section 5.0 (Mandatory Agriculture Provisions) and with **Exhibit B** (Permitted Uses and Practices) and the other terms of this Easement. Owner shall promptly use all available means, including, without limitation, advertising, requests for proposals, and consultation with established

Marin and Sonoma County farmers and organizations to obtain a Qualified Operator (as defined below), who will actively engage in Productive Agricultural Uses of the Property. A “Qualified Operator” is a farmer with sufficient knowledge, experience, and financial resources to carry on commercially viable Productive Agricultural Uses of the Property in accordance with an approved AMP as required by this Easement. Should Owner be unsuccessful in obtaining a Qualified Operator within a reasonable period (not to exceed six [6] months), then Holder shall have the right to seek such an Operator subject to approval by Owner, which approval shall not be unreasonably withheld. Pending obtaining a Qualified Operator as set forth above, Owner shall continuously and diligently implement and adhere to the existing approved AMP.

(c) If it is necessary to retain a Qualified Operator as provided above, Owner agrees to enter into an agriculture production lease (“Lease”) with the selected Qualified Operator, subject to the terms of this Easement. The Qualified Operator/lessee shall be allowed such use of the Property, including, without limitation, all land previously used for Productive Agricultural Uses and improvements, such as roads, fencing, corrals, facilities, and structures described in the then-current AMP, for Productive Agricultural Uses, and water and power resources as may reasonably be required to conduct the required Productive Agricultural Uses of the Property. The Lease shall have a duration sufficiently long (generally five [5] years or longer) to enable the Qualified Operator/lessee reasonably to make the financial commitments and investments needed for successful Productive Agricultural Uses of the Property and shall provide for a fair and reasonable rental rate consistent with then-prevailing commercial practice in Marin County. If Holder exercises its right to seek a Qualified Operator as set forth above, and if Holder identifies such an Operator, and if Owner and that Qualified Operator enter into a Lease, then Holder shall be entitled to recover all of its expenses, including all out-of-pocket expense and all expense of its staff time spent on seeking such Operator and arranging the Lease, as a first-priority claim against all rentals payable under the Lease until Holder has recovered all such expense. The Lease shall include provisions to this effect satisfactory to Holder. Any Lease must bind the lessee to the terms of an AMP consistent with the requirements of Section 5.0 (Mandatory Agriculture Provisions), which may be the existing AMP or may be a new AMP developed by the Qualified Operator/lessee and approved by Holder in accordance with the provisions of Section 5.0 (Mandatory Agriculture Provisions). Prior to executing any Lease, Owner shall make a copy of the proposed execution version of the Lease available to Holder for its review and approval to ensure its consistency with the terms of this Easement. The commencement and implementation of Productive Agricultural Uses of the

Property by the Qualified Operator/lessee shall occur as soon as practicable after approval of the Lease by Holder and execution of the Lease.

(d) Owner may amend the AMP following the process set forth in Section 5.0(b) (Mandatory Agriculture Provisions – Agricultural Management Plan Purpose and Requirements), above, to reflect any changes made necessary by installation of the Qualified Operator/lessee subject to Holder’s approval if necessary.

(e) The process for installing a Qualified Operator/lessee set forth above shall be carried out each time any Qualified Operator ceases for any reason to be carrying on Productive Agricultural Uses of the Property so that Owner either itself or through an operator is diligently and continuously carrying on Productive Agricultural Uses of the Property in perpetuity.

5.2. Holder’s Rights to Enforce Mandatory Agricultural Use.

(a) Owner recognizes that a material portion of the consideration paid by Holder to Original Grantor was based on the commitment of Original Grantor that Original Grantor and its personal representatives, heirs, successors, and assigns would be legally, morally, and ethically bound to carry on Productive Agricultural Uses (“Mandatory Agricultural Use”) of the Property in perpetuity. Although a price was paid for that commitment, failure to fulfill that commitment would have far-reaching ramifications beyond money, not just for the Property, but for the farming community in which the Property exists and for the program to perpetuate agriculture in Marin County that Holder and the governmental funders of its program are pursuing in the county, state, and national public interest. Holder’s remedies at law for any material violation of Owner’s commitment to carry on Productive Agricultural Uses as required by this Easement are inadequate, and Holder shall be entitled to specific performance of the commitment to carry on Productive Agricultural Uses as required by this Easement without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. This right is in addition to the right to injunctive relief, both prohibitive and mandatory, and such other relief to which Holder may be entitled. Holder’s remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(b) Original Grantor and all successor Owners, whether by purchase of the Property or any interest in the Property or otherwise, recognize that the provisions for Mandatory Agricultural Use of the Property in this Easement were bargained and paid for and are entirely consistent with the public interest as described in the

Recitals to this Easement. In the event that Original Grantor or any successor Owner shall assert that some or all of the provisions for Mandatory Agricultural Use set forth in this Easement are illegal or unenforceable under applicable law, then the rights and duties of the then-Holder and Owner shall be as follows: the assertion of illegality or unenforceability shall be of no effect and the provisions for Mandatory Agricultural Use shall continue in full force and effect unless and until a court of competent jurisdiction enters a final non-appealable judgment determining that that assertion is correct and therefore enters a judgment determining that some or all of the provisions for Mandatory Agricultural Use set forth in this Easement are illegal or unenforceable under applicable law. In any such proceeding, the provisions of this Easement as to severability set forth below in Section 26(c) (General Provisions – Severability) of this Easement shall apply. If, even after application of such severability provisions, the requirement for Mandatory Agricultural Use of the Property is materially impaired by the court’s determination, then upon entry of that final judgment, the then-Owner shall be obligated to repay to Holder the full amount paid to Original Grantor at the time of the grant of this Easement on account of the Mandatory Agricultural Use provisions of this Easement (the “Repayment Principal”) together with interest at the same rate as that specified in California Code of Civil Procedure section 685.010 from the Effective Date of this Easement to the date of repayment of the Repayment Principal. Any unpaid Repayment Principal plus interest shall be a lien on the Property superior to all other liens or encumbrances on the Property other than the encumbrance of this Easement. Original Grantor and Holder agree that the full amount paid to Original Grantor at the time of grant of this Easement on account of the Mandatory Agricultural Use provisions of this Easement was _____ Dollars (\$_____).

6. Creek Conservation Areas.

(a) Definition and Purpose. Creek Conservation Areas (“CCAs”) consist of buffer zones along certain natural watercourses on the Property and include the watercourse, banks, and areas on both sides extending from the top of both banks laterally outward not less than fifty (50) feet in width and include supporting riparian vegetation associated with the creek. An additional setback distance may be required based on the results of the site assessment if necessary to achieve the purposes of the CCAs as specified in this section and this Easement. All such CCAs currently on the Property are identified on **Exhibit D** (Map of the Creek Conservation Areas) attached hereto and by this reference incorporated herein. Owner and Holder shall amend **Exhibit D** from time to time as necessary to

accurately reflect changes in any such natural watercourses. The purpose of the CCAs is to protect the water quality, soil and bank stability, and the vegetative cover adjacent to the watercourses.

(b) Creek Conservation Area Management Plan Purpose and Requirements. The purpose of the CCAMP is to limit uses and practices on the Property that may degrade water quality, soil and bank stability, or vegetative cover within the CCAs. The CCAMP establishes the CCAs' boundaries and describes and contains a schedule for implementation of agricultural practices within the CCA, including, but not limited to, the following: season of use, number and kind of livestock, and location of watering sources. Further, the CCAMP includes provisions for minimizing the transport of pollutants or sediment to creeks and water bodies from fields receiving manure, fertilizer, minerals, compost agrochemicals, agrichemicals, or other organic or synthetic inputs; retention ponds, dairy buildings, loafing barns, feed lots, other animal confinement facilities, and/or animal congregation areas; and storage or staging facilities. Implementation of any activities specified in the initial CCAMP or any amended or updated CCAMP must be consistent with all applicable laws, with permitted Agricultural Uses, and with the Purposes of this Easement and shall incorporate practices and measures that prevent uses or activities prohibited by this Easement in the CCAs (see **Exhibit C**, Section 12 [Creek Conservation Areas].)

(c) Initial CCAMP. Prior to recordation of this Easement, Owner submitted and Holder approved an initial CCAMP for the Property.

(d) CCAMP Implementation and Updates.

(i) Owner shall implement and adhere to the initial CCAMP at all times unless and until updated with Holder's approval and provided always that such implementation is consistent with the Purposes of this Easement.

(ii) Owner shall update an existing approved CCAMP at least every ten (10) years or sooner in the event of significant changes within the CCAs or in the use, management, or ownership of the Property. Prior to submitting an updated CCAMP for Holder's approval, Owner shall consult with a CRM or Professional and have the CRM or Professional review the updated CCAMP and Owner shall provide to Holder a signed certification by a CRM or Professional that such CRM or Professional had consulted with Owner regarding the updated CCAMP, had reviewed the updated CCAMP, and had determined that the updated CCAMP met the purpose and the requirements of a CCAMP as set forth in Section 6(b) (Creek

Conservation Areas – Creek Conservation Area Management Plan Purpose and Requirements), above.

(iii) Owner shall submit any proposed updated CCAMP accompanied by the signed certification by the CRM or Professional for consideration by Holder. Holder shall have forty-five (45) days from receipt of the updated CCAMP and CRM/Professional certification within which to review the proposal. Holder shall approve the updated CCAMP, in writing, if Holder in its sole discretion determines that it reasonably meets the purpose and requirements of Section 6(b) Creek Conservation Areas – Creek Conservation Area Management Plan Purpose and Requirements) above.

(iv) Holder may waive the requirements in Section 6(d)(ii) and (iii) for consultation with a CRM or Professional and any related certification if Holder determines that such consultation and certification are not necessary in the particular circumstances.

(v) In the event of a disagreement between Owner (or the applicable certifying CRM or Professional) and Holder as to the conformity of the proposed updated CCAMP to the purpose and requirements of Section 6(b) (Creek Conservation Areas – Creek Conservation Area Management Plan Purpose and Requirements) above, Owner and Holder shall negotiate in good faith to resolve the disagreement. Pending resolution of any such disagreement, Owner shall continue to implement and adhere to the previously approved CCAMP.

(vi) After notification of Holder's approval of an updated CCAMP, Owner shall implement and adhere to the updated CCAMP at all times unless and until further updated with Holder's approval.

(vii) Holder's participation in any development and/or update of a CCAMP or Holder's express or implied approval of any feature of the initial or any updated CCAMP shall not preclude Holder's subsequent objection to any use or management of the Property, whether or not permitted by the initial or any updated CCAMP, that is inconsistent with the Purposes of this Easement.

7. Reserved Rights. Owner reserves all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Easement. Without limiting the generality of

the foregoing, the following rights are expressly reserved: (a) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water, water rights and related interests are used on or for the benefit of the Property in a manner consistent with the Purposes of this Easement and in accordance with applicable law, **Exhibit B**, Section 4 (Water Resources and Impoundments), and **Exhibit C**, Section 12 (Creek Conservation Areas) of this Easement; and (b) all right, title, and interest in and to all subsurface gravel and minerals; provided that no exploration or extraction of any gravel, or minerals shall be permitted in the CCAs, and provided further that, as to the rest of the Property, the manner of exploration for, and extraction of any gravel or minerals shall be consistent with the requirements of **Exhibit C**, Section 11 (Surface Alteration or Excavation), and shall be carried out only by a subsurface method and in a manner which is (i) limited and localized; (ii) not inconsistent with the Purposes of this Easement; (iii) in accordance with applicable law; and (iv) approved by Holder prior to its execution. No such exploration or extraction shall be permitted unless Owner demonstrates to the reasonable satisfaction of Holder that Owner will be able (including having all reasonably necessary financial and physical resources) to restore all areas to be disturbed by the exploration and/or extraction of subsurface gravel or minerals to their original state. After any exploration and/or extraction of subsurface gravel or minerals, Owner shall restore all disturbed areas to their original state pursuant to a plan approved in writing by Holder.

8. Mediation. If a dispute arises between Owner and Holder concerning the consistency of any proposed use, practice or activity with the Purposes of this Easement, and Owner agrees not to proceed with the use, practice, or activity pending resolution of the dispute, either Party may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the Parties shall select a single trained and impartial mediator. If the Parties are unable to agree on the selection of a single mediator, then the Parties shall, within forty-five (45) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) **Purpose.** The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the

controversy. The mediation is not intended to result in any express or de facto modification or amendment of the covenants, terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority shall attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the written consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party.

(d) Time Period. Neither Party shall be obligated to continue the mediation process if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute or beyond a period of ninety (90) days from the date of the selection or appointment of a mediator.

(e) Costs. The cost of the mediator shall be borne equally by Owner and Holder; the Parties shall bear their own expenses, including attorneys' fees, individually.

9.0 Holder's Remedies. If Holder determines that Owner may be in material violation of the terms of this Easement or that a violation is threatened, Holder shall have the right to inspect the Property to determine whether there is or may be such a violation. If Holder determines that Owner is in violation of the terms of this Easement or that a violation is threatened, and Holder wishes to require Owner to cease and/or remedy any such violation or threatened violation, Holder shall give written notice to Owner of such violation pursuant to Section 25 (Notices) and demand corrective action sufficient to cure the violation and/or, where the violation involves injury to the Property resulting from any condition, use, practice or activity inconsistent with the Purposes of this Easement, to restore the portion of the Property so injured. If Owner fails to cure the violation within thirty (30) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails promptly to begin curing such violation within the thirty (30) day period, or if

Owner fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation or threatened violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any of the Protected Values, Holder may pursue its remedies under this section without waiting for the period provided for cure to expire. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Owner agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including, without limitation, those set forth in California Civil Code section 815.7. The failure of Holder to discover a violation or to take immediate legal action with respect to any violation shall not bar Holder from taking such action at a later time.

9.1 Costs of Enforcement. Any costs incurred by Holder in enforcing any covenant, term, condition, or restriction of this Easement against Owner, including, without limitation, costs of suit and reasonable attorneys' and experts' fees, consultation fees, and any costs of restoration necessitated by Owner's violation of any covenant, term, condition, or restriction of this Easement shall be borne by Owner. If Owner prevails in all material respects in any action to enforce any covenant, term, condition, or restriction of this Easement, Owner's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by Holder.

9.2 Holder's Discretion. Holder, in the reasonable exercise of its discretion, may forbear to exercise rights under this Easement. Any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any covenant, term, condition or restriction of this Easement by Owner shall not be deemed or construed to be a waiver by Holder of any such covenant, term, condition, or restriction or of any subsequent breach of the same or any other covenant, term, condition, or restriction of this Easement or of any of Holder's rights under this

Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver of other or future violations.

9.3 Acts Beyond Owner's Control. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Owner for any injury to or change in the Property resulting from causes beyond Owner's control, including, without limitation, natural occurrences, such as flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to any person or the Property resulting from such causes.

9.4 Acts of Third Parties.

(a) Acts with Owner's Authority. Owner shall be responsible for any injury to or change in the Property resulting from acts or omissions of persons acting on behalf of Owner, at Owner's direction, or with Owner's permission or license, and Holder shall be entitled to proceed under Section 9.0 (Holder's Remedies) against Owner for events or circumstances of non-compliance with any covenant, term, condition or restriction of this Easement resulting from such acts or omissions.

(b) Acts without Owner's Authority.

(i) Owner shall not be responsible for injury to or change in the Property resulting from acts or omissions of third parties not covered by Section 9.4(a) (Acts of Third Parties – Acts with Owner's Authority) above.

(ii) Both Owner and Holder shall have the rights provided by California Civil Code section 815.7 as well as all other rights and remedies existing at law or in equity to proceed against any third party damaging the Property or this Easement. Owner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Property or that are otherwise inconsistent with the Purposes of this Easement.

(iii) *Restoration Damages.* As to any claims for money damages against such third parties, Owner shall have the primary right to proceed against third party wrongdoers for damages based on costs to restore the Property to its condition before the wrongful acts or omissions caused damage to the Property, and any damages recovered based on such costs to restore the Property shall be used, net of all legal fees and other litigation costs attributable to the claim for damages based on restoration costs, entirely for restoration of the Property to the maximum extent

possible. If Owner elects not to proceed with any such claim against any such third party or if Owner pursues a claim but elects not to seek money damages based on restoration costs, Holder shall be entitled to pursue such claim and to seek such damages against such third parties, and if Holder so requests, Owner shall assign to Holder its rights to seek such money damages based on restoration costs. Any recovery of damages from such third parties based on restoration costs, after deducting all legal fees and other litigation costs attributable to the claim for damages based on restoration costs, shall be applied by Owner to remediation of the damage to the Property. Holder shall not be entitled to carry out any such restoration, but if Holder has recovered money damages attributable to restoration costs, Holder shall pay over to Owner the damages received net of litigation expense and Owner shall use such funds for restoration. Holder may require Owner to provide, at least annually, complete accountings for use of such funds.

(iv) *Other Damages.* If a third party's wrongful act or omission damages the Property in ways that cannot be remedied by restoration of the Property to its condition prior to the wrongful acts or omissions, each of the Parties may pursue its own claim for damage to its adversely affected property rights and shall be entitled to whatever damages are awarded on account of that damage. In the event of an award in such a proceeding for damages to the fee interest and to the property interest represented by this Easement, which award does not specify how the award is to be allocated between Owner and Holder, the total proceeds, after deduction of each Party's litigation expenses, shall be divided in accordance with the proportionate values of Owner's and Holder's interests on the same bases as specified in Section 17 (Compensation; Allocation Between Owner and Holder), below.

9.5. Notice and Approval.

(a) Written Notice of Certain Actions. In order to afford Holder an opportunity to monitor uses, practices, and activities that could adversely affect the Agricultural Values or other related open space, natural resource, or scenic values of the Property and, further, to ensure that such uses, practices, and activities are designed and carried out in a manner that is consistent with the Purposes of this Easement, Owner shall give written notice to Holder in accordance with this section prior to taking any action requiring written notice to Holder or requiring Holder's approval hereunder or prior to exercising a reserved right that may have an adverse effect on the Protected Values. The written notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed use, practice, or activity in sufficient detail (including any specific information required by other provisions of this Easement) to establish that the

proposed use, practice, or activity will not impair or diminish the Protected Values and to permit Holder to make an informed judgment as to consistency with the terms, conditions, and restrictions of this Easement. Written notice shall be given in accordance with the provisions of Section 25 (Notices), below.

(b) Procedure for Review of Proposed Actions.

(i) Where written notice by Owner is required as provided herein, Holder shall review the notice and information submitted with it and shall, within forty-five (45) days after delivery of Owner's written notice, notify Owner that the notice was received and whether the information submitted by Owner was sufficient to permit Holder to make an informed judgment as to the consistency of the proposed use, practice, or activity with the terms, conditions, and restrictions of this Easement. If the information submitted is deemed insufficient by Holder, then Holder shall require Owner to supply the additional information that is reasonably necessary to make such a judgment. For any use, practice, or activity that requires only prior written notice to (but not approval of) Holder as provided herein, if Holder fails to notify Owner within such forty-five (45) day period that the information submitted was insufficient or that the proposed use, practice, or activity is inconsistent with the terms, conditions, or restrictions of this Easement, Owner may commence such use, practice, or activity so long as such use, practice or activity is carried out as described in Owner's notice and in a manner that is consistent with the Purposes and other terms, conditions, and restrictions of this Easement.

(ii) Where Holder's approval is required as expressly provided in this Easement and unless a different time frame is otherwise expressly provided herein, Holder shall have forty-five (45) days from the date that Owner has submitted all the information reasonably required by Holder to review the proposed use, practice, or activity and to notify Owner (pursuant to Section 25 [Notices], below) of its decision. If in the judgment of Holder the proposed use, practice, or activity should not be permitted in the form set forth in Owner's written notice, but that the proposed use, practice, or activity would be permitted if modified, then Holder's response shall notify Owner of suggested modification(s) and condition(s) that would allow Holder to approve the use, practice, or activity so long as such use, practice, or activity is carried out as described in Owner's notice and in a manner that is consistent with the Purposes and other terms, conditions, and restrictions of this Easement. For purposes of this Easement, unless Holder's approval is expressly indicated herein to be in its sole discretion, Holder's approval may not be unreasonably withheld, conditioned, or delayed.

(c) No Activity Pending Resolution. Except as otherwise provided in Section 9.5(b) (Notice and Approval – Procedure for Review of Proposed Actions) above, pending the determination by Holder, the proposed use, practice, or activity may not be initiated or conducted. If Owner disagrees with Holder’s decision, either Party may mediate the disagreement pursuant to Section 8 (Mediation), above. Pending resolution of the disagreement, Owner agrees that the proposed use, practice, or activity shall not be initiated or conducted.

10. Costs and Taxes; Liens; Enforceable Restriction.

(a) Owner shall pay before delinquency any and all taxes, assessments (general and special), fees, and charges of whatever description levied or assessed by competent authority on the Property or on this Easement (collectively “Taxes”) and shall furnish Holder with satisfactory evidence of payment upon request. Holder retains the right, but not the obligation, to pay all such Taxes if not paid in a timely manner by Owner, and Owner shall promptly reimburse Holder for such payment upon Holder’s request.

(b) Owner shall keep the Property free from any liens (other than a security interest that is expressly subordinated to this Easement on terms satisfactory to Holder), including those arising out of any obligations incurred by Owner for any labor or materials furnished or alleged to have been furnished to or for Owner at or for use on the Property.

(c) It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII, section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code sections 402.1(a)(8) and 423.

11. Owner Responsibility, Hold Harmless, and Insurance; Environmental Responsibilities.

(a) Owner’s Responsibility and Hold Harmless. Owner acknowledges that Holder has neither possessory rights in the Property nor any responsibility or right to operate, control, maintain, improve or keep up the Property. Owner has and shall retain all responsibilities, and shall bear all costs and liabilities of any nature or kind, related to the ownership, operation, upkeep, improvement, and maintenance of the Property. Owner hereby releases and agrees to hold harmless, indemnify, and defend Holder and its members, funders, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively “Indemnified Parties”) from

and against any and all liabilities (whether legal or equitable in nature), penalties, fines, fees, charges, costs, losses, damages, expenses, causes of action, suits, proceedings, actions, claims, demands, orders, judgments, sanctions asserted by or on behalf of any person or governmental authority, or administrative actions, including, without limitation, court costs and reasonable attorneys' and experts' fees, consultants' fees and attorneys' fees on appeal, arising from or in any way connected with (1) injury to or the death of any person or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless, in the case of Holder, due solely to the gross negligence or willful misconduct of Holder or its employees; or (2) violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement by any person, other than Holder in any way affecting, involving, or relating to the Property; or (3) the obligations of Owner specified in Section 10 (Costs and Taxes; Liens; Enforceable Restriction). At the election of and upon written notice from Holder, Owner shall defend any such action or proceeding by counsel reasonably acceptable to Holder.

(b) Liability Insurance. Owner shall obtain and maintain at all times comprehensive general liability insurance against claims for personal injury, death, and property damage. Such insurance shall have coverages and limits of liability in amounts customary for agricultural operations in the area of the Property of a type and scale comparable to those operations on the Property and shall name Holder as an additional insured along with Owner. Such insurance shall include provisions for at least thirty (30) days advance notification to Holder prior to termination or expiration of the insurance coverage. Owner shall deliver to Holder certificates of such insurance coverage within ten (10) business days of Holder's written request therefor. If Owner fails to keep required insurance in full force and effect, Holder may purchase replacement insurance with coverages and limits of liability deemed reasonable by Holder in its sole discretion, and Owner shall reimburse Holder for the cost of such coverage.

(c) Environmental Responsibilities.

(i) Owner Responsible for the Property. Owner is solely responsible, and Holder has no responsibility for the operation of the Property, monitoring of hazardous or other conditions on it, or the protection of Owner, the public or any third parties from risks related to conditions on the Property. Nothing in this Easement shall be construed as giving any right or ability to Holder to exercise physical or managerial control of the day-to-day operations of the Property or of Owner's activities on the Property. Holder, and its agents, employees and

contractors shall not be liable to Owner or other person or entity in connection with consents given or withheld, or in connection with any entry upon, monitoring, or other activity on the Property, pursuant to this Easement.

(ii) Owner's Environmental Warranty and Indemnity. Owner represents and warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws, as defined in this Subsection 11(c)(iii) (Environmental Definitions) below. Owner represents and warrants that it has received no notices from any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Law relating to the operations or conditions of the Property. Owner further represents and warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials or wastes, as such substances are defined by applicable federal or state law, and as defined in this Subsection 11(c)(iii) (Environmental Definitions) below. Moreover, Owner hereby promises to hold harmless, defend, and indemnify the Indemnified Parties from and against all litigation, claims, demands, penalties, and damages, liabilities, fines, charges, costs, losses, expenses, causes of action, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' and experts' fees and attorneys' fees on appeal, arising from or connected with any release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Owner or any other prior owner of the Property. Owner's indemnification obligation shall not be affected by any authorizations provided by Holder or any other Indemnified Party to Owner with respect to the Property or any restoration activities carried out by Holder at the Property or with the permission or authorization of Holder or any other Indemnified Party.

If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take any steps that are required of Owner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

This Easement is not intended to create environmental liability in Holder or any Indemnified Party. Notwithstanding any other provision herein to the contrary, the Parties do not intend this Easement be construed such that it imposes on, creates in, or gives the Holder or any Indemnified Party:

(A) the obligations or liability of an “owner” or “operator” as those words are defined and used in any Environmental Laws, as defined below, and including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (42 U.S.C. § 9601 et seq., and hereinafter “CERCLA”), the Resource Conservation and Recovery Act, (42 U.S.C. §6901, et seq., and hereinafter “RCRA), or the Carpenter-Presley-Tanner Hazardous Substance Account Act, (Cal. Health & Saf. Code, § 25300 et seq.), or any other federal, state, or local law or regulation making owners or operators of property responsible for remediation of contamination;

(B) the obligations or liability of a person described in 42 U.S.C. section 9607 (a);

(C) the obligations of a responsible person under any applicable Environmental Laws;

(D) the right to investigate and remediate any Hazardous Materials associated with the Property; or

(E) any control over Owner’s ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

(iii) Environmental Definitions. The term “Hazardous Materials,” for all relevant portions of this Easement, includes, without limitation, (1) material that is flammable, explosive, or radioactive; (2) any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment; and (3) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, RCRA, the Hazardous Materials Transportation Act, (49 U.S.C. § 5101, et seq.), the Hazardous Waste Control Law (Cal. Health & Saf. Code § 25100, et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after the Effective Date of this Easement.

The terms “Environmental Law” or “Environmental Laws,” for all relevant portions of this Easement include, without limitation, any and all federal, state,

local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands, and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect or, in general, any administrative agency statute, regulation, rule, ordinance, order or requirement now in effect or enacted after this date relating to pollution, protection of human health, the environment, or Hazardous Materials.

12. Access; Rights to Owner's Rights of Way. This Easement grants to Holder and its agents, employees, and contractors certain rights to enter upon the Property for various purposes. Owner hereby confirms and grants to Holder and its agents, employees, and contractors the right in perpetuity to use Owner's easements and rights of way to pass from any and all public roads to the Property for any and all of the purposes for which this Easement permits Holder to have access to and enter upon the Property. Owner shall not relinquish or otherwise adversely affect such easements and rights of way without the prior written approval of Holder. No right of access by the general public to any portion of the Property is conveyed by this Easement.

13. Development Rights. The Parties acknowledge that under currently applicable zoning regulations of the County of Marin the Property is so classified that upon receipt of required government approvals the Property could potentially be developed to a density of up to [REDACTED] ([REDACTED]) single-family residential dwelling units (the "Development Rights"), and, further, that under certain circumstances the Development Rights may be transferred to and utilized on other property or properties. The Parties agree to deal with the Development Rights as follows:

(a) Owner retains one (1) of the [REDACTED] ([REDACTED]) Development Rights associated with the Property. The Development Right retained by Owner shall apply and relate solely to the existing residential improvements on the Property as identified in the Baseline Documentation Report and any residential improvements and facilities that may be permitted by **Exhibit B**, Section 3 (Improvements and Facilities). Owner reserves the right to maintain, use, repair, and replace within the building envelope as shown in **Exhibit E** (Map of Residential Building Envelope), attached hereto and incorporated herein by this reference, the existing residential improvements on the Property with approval of

appropriate governmental agencies and in conformity with **Exhibit B**, Section 3 (Improvements and Facilities), **Exhibit C**, Section 4 (Residences Greater than 3,000 Square Feet), and all other applicable provisions of this Easement.

(b) The Development Right retained by Owner shall not be used to support or enable the creation of any additional residential uses or units on the Property except as provided in **Exhibit B**, Section 3 (Improvements and Facilities). No structures built pursuant to this or any other provision of this Easement may be sold or otherwise conveyed separately from the entire Property.

(c) The balance of [REDACTED] ([REDACTED]) Development Rights associated with the Property, and any other development or similar rights that may be or become associated with the Property in the future, are hereby released, terminated, and extinguished. These development or similar rights may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

(d) Neither Owner nor Holder shall use or receive, and each hereby relinquishes, the benefit from any increase in allowable development or similar rights associated with the Property resulting from future zoning changes or otherwise. This Easement shall not create any development or similar rights.

14. Conveyance of Separate Parcels. Original Grantor acknowledges and represents that, as of the Effective Date of this Easement, the Property consists of one (1) legal lot and a single Assessor's parcel (number [REDACTED]). Owner agrees that, should existing laws, ordinances, or regulations permit the Property to be divided into separate legal parcels, the sale or conveyance of any legal parcel separate or apart from any other is inconsistent with the Purposes of this Easement.

Therefore, Owner covenants and agrees that Owner will not sell, exchange, convert, transfer, assign, mortgage, or otherwise encumber, alienate, or convey any portion of, or partial interest in, the Property separate or apart from all other portions of the Property, and Owner will at all times treat the whole of the Property and any potential legal parcels as a single integrated economic unit of property except as provided herein. Owner shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority, and the division, subdivision, de facto subdivision, or

partition of the Property, whether by physical, legal, or any other process, is prohibited. Notwithstanding the preceding, a lease of a portion of the Property for agricultural uses shall not be prohibited by this section.

15. Commercial Solar Exploitation. In consideration of the price paid by Holder to Original Grantor for this Easement and in exchange for the other consideration set forth in this Easement, Original Grantor hereby sells, assigns, and transfers to Holder all of Owner's right, title and interest in and to the commercial exploitation of Solar Energy Systems (defined below) on the Property. Holder is and shall be the sole owner of all rights to the commercial exploitation of Solar Energy Systems ("Commercial Solar Energy Rights," further defined below) and such rights shall not be applied to or utilized by Holder for any development on the Property.

For purposes of this Easement, "Solar Energy System" shall mean either (i) a solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or for water heating; or (ii) a structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, for space heating or cooling, or for water heating.

For purposes of this Easement, "Commercial Solar Energy Rights" are defined as any right to generate, distribute, or sell electricity from Solar Energy Systems that are located on the Property in excess of that amount which is defined as Incidental Surplus Electricity in **Exhibit B**, Section 8 (Non-Commercial Solar Energy Systems).

16. Extinguishment.

(a) It is the intention of the Parties that the Purposes of this Easement shall be carried out in perpetuity as provided in California Civil Code section 815.2(b). Liberal construction is expressly required for purposes of effectuating this Easement in perpetuity, notwithstanding conditions or hardship of any kind that could be asserted as a basis for termination of this Easement at law or in equity. Accordingly, Owner hereby affirmatively waives any and all rights that Owner may have now or in the future to request a non-judicial termination of this Easement.

(b) If circumstances arise in the future that render all of the Purposes of this Easement impossible to accomplish, this Easement may be terminated or

extinguished, whether in whole or in part, on the initiative of Owner or Holder, but only by judicial proceedings in a court of competent jurisdiction.

(c) The amount of the compensation to which Holder and the County shall be entitled on account of any such termination or extinguishment shall be determined as follows: first the value of the Easement terminated or extinguished shall be determined in accordance with Section 17 (Compensation; Allocation Between Owner and Holder), and Holder shall be entitled to receive from Owner the entire value of the Easement to the extent terminated or extinguished. Until such entitlement is paid to Holder in full, the amount of that entitlement shall be a first priority lien on the Property with the same seniority as this Easement. That entitlement shall be paid to Holder from the proceeds of all sales, exchanges, or involuntary conversions of all or any portion of the Property subsequent to such termination or extinguishment until paid in full. Upon receipt by Holder of any such entitlement payments, those payments shall be allocated among Holder and the County proportionate to the contribution each made to the purchase price of this Easement. Those proportionate shares are fifty percent (50%) to Holder and fifty percent (50 %) to County. Holder will use its entire share of the proceeds from the sale of the Property in a manner consistent with the Purposes of this Easement and the purposes of the Marin County Farmland Preservation Program.

(d) No inaction or silence by Holder shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural use, or that agricultural use is no longer possible, is not reason for termination or extinguishment of this Easement so long as any of the Purposes of this Easement remains possible to accomplish. Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate or extinguish the provisions of this Easement.

17. Compensation; Allocation Between Owner and Holder. As of the Effective Date of this Easement, an “Easement Percentage” is hereby defined and established as the ratio of the value of the Easement at the time of this grant to the value of the Property unencumbered by the Easement at the time of this grant. The value of the Property shall exclude any amounts attributable to improvements on the Property. For the purposes of defining the “Easement Percentage,” Owner and Holder agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall be that percentage having been established by dividing the value of this Easement by the value of the Property unencumbered by this Easement as determined by the appraisal conducted on _____, by

_____. [REDACTED] (the “Easement Percentage”). Once established, the Easement Percentage shall remain constant.

This Easement constitutes a real property interest immediately vested in Holder. For the purpose of Sections 16 (Extinguishment) and 18 (Condemnation; Title Insurance Receipts), the Parties stipulate and agree that the Easement shall have a fair market value determined as the greater of:

(a) the fair market value of the Property affected by any termination or extinguishment, excluding the value of improvements on such Property, as though unencumbered by this Easement, at the time of any applicable termination or extinguishment, as determined by an appraisal prepared by a qualified appraiser acceptable to the Parties, multiplied by the Easement Percentage; or

(b) the fair market value of the Easement affected by any termination or extinguishment at the time of the applicable termination or extinguishment as determined by a qualified appraiser acceptable to the Parties.

The fair market value of this Easement will be determined at the time the Easement is terminated or extinguished by a complete summary appraisal. Owner shall pay the cost of the appraisal. Nothing herein shall prevent Holder from having an appraisal prepared at its own expense.

18. Condemnation; Title Insurance Receipts.

(a) Notice of Prospective Condemnation. If Owner receives notice, formal or informal, that any public, corporate, or other authority intends to exercise its power of eminent domain as to the Property or any portion thereof or any interest therein, Owner shall promptly, and in any event in not more than fifteen (15) days after receipt of such notice, give written notice to Holder of such receipt together with a copy of any and all communications (including, without limitation, electronic transmissions) related to such prospective eminent domain proceedings. Owner shall thereafter promptly provide to Holder copies of all further communications related to such proceedings and cooperate with Holder in responding to such proceedings.

(b) Allocation of Net Proceeds between Owner and Holder. Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions or mandates imposed by this Easement, Owner and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking as well as all other payments to which the Parties may be

entitled by law. All expenses incurred by Owner and Holder in such action shall be repaid first out of the recovered proceeds. The total proceeds of such proceeding net of such expenses of Owner and Holder shall be divided in accordance with the proportionate values of Owner's and Holder's interests as specified in Section 17 (Compensation; Allocation Between Owner and Holder), unless otherwise provided by applicable law.

(c) Allocation of Holder's Proceeds among Holder and the County. If, pursuant to this section, Holder receives any proceeds, whether by agreement, by court order or otherwise, for a taking by eminent domain or by purchase in lieu of eminent domain of all or any portion of this Easement, Holder shall provide the County a share of Holder's Proceeds of such taking proportionate with their contributions towards the purchase price of this Easement according to the following percentages: fifty percent (50%) Holder and fifty percent (50%) County.

(d) Applicable Law and Required Approvals. Termination of the Easement through condemnation is subject to the requirements of the eminent domain laws of the State of California and United States and the terms of this Easement. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, and shall require approval of Holder. In addition to all other rights accorded to Holder as holder of this Easement, Holder shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Owner.

(e) Balance of Property Remains Subject to Easement. Should this Easement be condemned or otherwise terminated or extinguished on any portion of the Property, the balance of the Property shall remain subject to this Easement. In this event, all relevant related documents shall be updated and re-recorded by the Holder to reflect the modified Easement area and encumbrances that were junior or subordinate to this Easement prior to such termination, extinguishment, or condemnation shall remain junior or subordinate to the Easement as amended.

(f) Title Insurance Receipts. If Holder obtains payment on a claim under a title insurance policy insuring this Easement, payment (excluding reimbursement of attorneys', experts', and consultants' fees and other litigation costs incurred by Holder, which Holder shall be entitled to retain) shall be allocated and distributed as set forth in Section 18(c) [Allocation of Net Proceeds Between Owner and Holder] above.

19. Assignment of Holder's Interest.

(a) Assignment Process. Holder may assign its interest in this Easement only (i) to the County or, in the even the County does not accept assignment of the Easement, to (ii)(A) a “qualified organization,” within the meaning of IRC section 170(h), as amended, or any successor provision, which (B) is authorized to acquire and hold conservation easements under California law, (C) has similar purposes to preserve agricultural lands and open space, and (D) agrees to assume the responsibilities imposed by this Easement, but only upon obtaining the prior written consent of the County. (An organization or entity that meets all of the conditions (ii)(A) through (D) of the preceding sentence is hereinafter referred to as a “Qualified Substitute Entity.”) Any assignment without such consent of the County shall be void and of no effect. Such consent shall not be unreasonably withheld or delayed. All assignments shall set forth and include reference to Section 20 (Executory Limitation) and shall be duly recorded in Marin County. In connection with any assignment, Holder may retain the right, power and/or duty to enforce the Easement along with its assignee (referred to as an “Assignee-Holder”) or in place of the Assignee-Holder if the Assignee-Holder is unable or unwilling to carry out its enforcement obligations under the Easement. Holder and any Assignee-Holder shall notify Owner of any assignment, and Holder and any Assignee-Holder shall coordinate management of their enforcement activities to provide reasonable assurances to Owner that their monitoring activities will not significantly increase the burden on Owner beyond what that burden would have been if only a single monitoring Holder had existed.

(b) No Security for Debt. Holder shall not use this Easement as security for any debt without the consent of the County.

20. Executory Limitation. If Holder or its successors ever cease to exist or no longer qualifies under IRC section 170(h), or applicable state law, then Holder’s right, title, and interest in this Easement shall automatically vest in the County upon acceptance of the Easement and compliance with any legal requirements related to acceptance; provided, however that the County, upon consultation with Owner, may mutually identify and select an appropriate Qualified Substitute Entity to which this Easement shall be transferred.

21. Amendment of Easement. Owner and Holder recognize that circumstances could arise that would justify amendment of certain of the covenants, terms, conditions, or restrictions contained in this Easement. To this end, this Easement may be amended only with the written consent of Owner and Holder. Any such amendment shall be consistent with the Purposes of this Easement and with Holder’s easement amendment policies, and shall comply with

IRC section 170(h), or any regulations promulgated in accordance with that section, and with California Civil Code section 815 et seq.

Notwithstanding the foregoing, Holder and Owner have no right or power (a) to amend Section 13 (Development Rights), above, or **Exhibit B**, Section 3 (Improvements and Facilities) to permit more development than permitted by the express terms of this Easement unless the amendment would further and be consistent with the Purposes of the Easement and result in no impermissible private benefit or private inurement; or (b) to limit the perpetual duration of the Easement; or (c) to terminate or extinguish this Easement; or (d) to adversely affect the qualification of this Easement as a “conservation easement” as defined in California Civil Code section 815.1 or the qualification of Holder under IRC sections 501(c)(3) and 170(h) or California Civil Code section 815.3(a).

This Easement and any amendment to it shall be recorded in Marin County.

22. Subsequent Easements and Interests in the Property. Owner shall not grant any subsequent easement, interest in land, or use restriction on the Property, restriction of the Property, or allow any use of the Property that adversely affects the Purposes of this Easement or the Protected Values. Such interests in or uses of the Property may include easements, licenses, leases, or any other written or verbal agreement allowing use of the Property (referred to herein as “Use Agreement”). If Owner wishes to grant a subsequent Use Agreement on the Property that Owner believes would not adversely affect the Purposes of this Easement or the Protected Values, Owner shall notify Holder at least sixty (60) days in advance of any such proposed Use Agreement, shall provide to Holder a copy of any proposed Use Agreement together with such additional information relating to the proposed Use Agreement as Holder may reasonably request, and shall request Holder’s approval of such Use Agreement. Holder will review the proposed Use Agreement and may (a) approve the Use Agreement as being consistent with the Purposes of this Easement and the Protected Values, or (b) approve the Use Agreement subject to conditions intended to ensure that it is consistent with Purposes of this Easement and the Protected Values, or (c) disapprove the Use Agreement because Holder determines that the proposed Use Agreement will adversely affect the Purposes of this Easement or the Protected Values. Holder’s approval of any such subsequent Use Agreement on the Property shall not be unreasonably withheld. In no event shall Owner be allowed to enter into any Use Agreement that would significantly impair the Protected Values of this Easement, including the land’s use for agriculture. Owner and Holder hereby expressly agree that any Use Agreement entered into without Holder’s express written approval shall be void and of no

effect. Subsequent Use Agreements shall make reference to this Easement and be subordinate to this Easement.

23. Compliance with Applicable Law. All uses, practices, specific improvements, construction or other activities permitted under this Easement shall be consistent with the Purposes of this Easement and in accordance with applicable law and any permits or approvals required thereby. Although it is expected that Owner will comply with applicable law and obtain any permits or approvals required thereby in connection with Owner's management of Owner's Property, it is not the obligation of Holder to enforce compliance with such applicable laws. However, Holder may withhold approval of any proposal by Owner if Owner fails to demonstrate to Holder's reasonable satisfaction that Owner has complied or will comply with all applicable legal requirements. Further, if any practice, use, improvement or other activity under this Easement is expressly subject to compliance with all applicable laws by the terms of this Easement, Owner's failure to comply with such laws shall be a violation of the Easement.

24. Original Grantor's Title Warranty. Original Grantor represents and warrants that Original Grantor has good fee simple title to the Property, including the entire mineral estate, free from any and all liens or encumbrances, except those set forth in **Exhibit F** (Disclosure of Liens and Encumbrances) attached hereto and incorporated herein by this reference, and hereby promises to defend Owner's title against all claims that may be made against it. Original Grantor represents and warrants that the Property is not subject to any other easement whatsoever, except those listed in **Exhibit F**. Owner agrees that any future liens must be subordinate to this Easement.

25. Notices. Any notice, request, consent, or approval required or permitted by this Easement shall be in writing and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested, and by email or by facsimile transmission. Any such notice, request, consent, or approval shall be deemed communicated upon personal delivery or, in the case of mailing, on the second business day after deposit into the mail, and in the case of email and facsimile transmission, upon transmission.

In the event that the Property is owned by a trust, business entity, or any common or jointly held ownership, Owner shall provide Holder with written notice of a designated representative, who shall be responsible for the receipt of notices on behalf of Owner hereunder. The consent or approval of, or notice to, the designated representative shall be deemed the consent or approval of, or notice to,

the entity or all owners, as the case may be. Holder shall also transmit notices to up to two (2) copied parties identified by the designated representative.

Notices, requests, consents or approvals given by mail or facsimile transmission shall be given as follows (provided that each Party may change its address or facsimile number by notice given in accordance with this section):

To MALT:

Marin Agricultural Land Trust
P. O. Box 809
Point Reyes Station, CA 94956
Fax: 415.663.1099
Phone: 415-663-1158
Email: jstump@malt.org

To Owner's Designated Representative:

To County:

Director
Marin County Parks
3501 Civic Center Dr., Ste. 260
San Rafael, CA 94903
Fax: (415) 473-3795
Email: parks@marincounty.org

26. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California and applicable laws of the United States. References to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective, unless otherwise stated.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of Holder to effect the Purposes of this Easement, the policy and purpose of the California Conservation Easement Act of 1979, as amended (see Cal. Civil Code §§ 815-816), and the various federal, state, and local policies referred to in the Recitals set

forth above. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. California code provisions and other statutes or laws referred to in this Easement may change over time. Those references shall be construed, to the extent possible, to carry out the original intent of the Parties and the Purposes of this Easement.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect or in a forfeiture of this Easement or reversion to Owner of any rights conveyed hereby.

(f) Joint Obligation. The obligations imposed by this Easement upon Owner shall be joint and several.

(g) Successors. Pursuant to California Civil Code section 815 et seq., this Easement shall run with the land in perpetuity. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Original Grantor," "Owner," and "Holder," wherever used herein, and any pronouns or the defined terms "Party" and "Parties" used in place thereof, shall include, respectively, the above-named Original Grantor and its personal representatives, heirs, successors, and assigns, and the above-named Holder and its successors and assigns.

(h) No Merger. Holder shall take all necessary steps so that no merger of title, estate, or interest in this Easement shall be effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Holder, it being the express intent of the Parties that this Easement not be extinguished by, or merged into, any other

interest or estate in the Property now or hereafter held by Holder. In advance of any transfer of the entire fee interest in the Property to Holder, Holder shall assign its rights and obligations under this Easement to the County of Marin, and Holder's rights and obligations under this Easement shall become immediately vested in the County of Marin. If the County of Marin refuses such rights and obligations, then the rights and obligations under this Easement shall vest in a Qualified Substitute Entity as a court of competent jurisdiction shall direct pursuant to the laws of the State of California and consistent with the requirements for an assignment pursuant to Section 19 (Assignment of Holder's Interest).

(i) Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's entire interest in the Easement or Property, except that

(A) liability for acts, omissions, conditions, or events occurring prior to such transfer shall survive such transfer, and

(B) rights to indemnity and other rights under this Easement as to acts, omissions, conditions, or events occurring prior to such transfer shall survive such transfer.

In the event that a Holder retains rights and/or obligations as to enforcement as contemplated by Section 19 (Assignment of Holder's Interest), the rights and obligations of that assignor-Holder under this Easement, other than those retained rights and obligations, shall terminate,

(C) except that liability for acts, omissions, conditions or events occurring prior to such transfer shall survive transfer, and

(D) except that rights to indemnity and other rights under this Easement as to acts, omissions, conditions, or events occurring prior to such transfer shall survive such transfer.

As to acts, omissions, conditions, or events related to such assignor-Holder's exercise of its enforcement rights or obligations after such transfer, the assignor-Holder shall have the same liabilities and rights to indemnity and other rights under this Easement as a Holder would have in those circumstances. Upon transfer of the assignor-Holder's entire rights and obligations, it shall be treated the same as a Holder having transferred its entire rights and obligations.

(j) Future Conveyance. Owner agrees that reference to this Easement shall be made in any subsequent deed or other instrument by means of which Owner

conveys any interest in the Property (including, but not limited to, a leasehold interest). Owner shall give Holder written notice of any proposed transfer of any interest in the Property as specified in Section 22 (Subsequent Easements and Interests in the Property) as to any grant of easement, interest in property or use or other restriction covered by Section 22 (Subsequent Easements and Interests in the Property) and at least thirty (30) days prior to the date of any other conveyance. The failure of Owner to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way. Upon the effectiveness of any transfer of the fee interest in the Property, the transferee Owner shall promptly notify Holder of such Owner's, and, if required by Section 25 (Notices), Owner's designated representative's, name, address and facsimile address for purposes of notices under this Easement.

(k) Not Governmental Approval. No provision of this Easement shall constitute governmental approval of any specific improvements, construction, or other activities that may be permitted or required under this Easement. Owner is solely responsible for obtaining any applicable governmental permits for construction or any other activities permitted or required hereunder. Nothing herein shall be construed to supersede or exempt the Property from the application of laws and regulations affecting land uses on the Property or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Property, or to prohibit the imposition of further land use restrictions by Holder or by operation of law.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Original Grantor has executed this Deed of Agricultural Conservation Easement on this __ day of _____, 201_. As attested by the signature of its Executive Director affixed hereto, Holder hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement. To Have and To Hold, this Deed of Agricultural Conservation Easement unto Holder, its successors and assigns, forever.

ORIGINAL GRANTOR:

_____, manager, partner, trustee

ACCEPTED BY HOLDER:

Marin Agricultural Land Trust

Jamison Watts, Executive Director

LIST OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Permitted Uses and Practices
Exhibit C	Prohibited Uses and Practices
Exhibit D	Map of the Creek Conservation Areas
Exhibit E	Map of Residential Building Envelope
Exhibit F	Disclosure of Liens and Encumbrances
Exhibit G	Acknowledgment of Baseline Documentation Report

Exhibit A
Description of Property

TEMPLATE

Exhibit B

Permitted Uses and Practices

Permitted uses of the Property include the specific uses reserved in Section 7 (Reserved Rights) of this Easement and the following activities, subject to the qualifications stated below and subject to Sections 9.5 (Notice and Approval), 23 (Compliance with Applicable Law), and 26(k) (General Provisions – Not Governmental Approval). The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement:

1. Residential Use. To reside on the Property, provided that residential structures shall be subject to the provisions set forth in Section 13 (Development Rights) of this Easement; **Exhibit B**, Section 3 (Improvements and Facilities) below; **Exhibit C**, Section 4 (Residences Greater than 3,000 Square Feet), and **Exhibit E** (Map of Residential Building Envelope).

2. Agriculture. To engage in “Agricultural Uses” (defined below) of the Property in accordance with sound, generally accepted agricultural practices that do not threaten or degrade significant natural resources. For the purposes of this Easement, “Agricultural Uses” shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, and horticultural crops and products of every nature and description; and the processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property, provided that the processing, storage, and sale of any such crops or products that are not food or fiber shall require the consent of Holder; and further provided, however, that such Agricultural Uses shall not result in significant soil degradation or significant pollution or degradation of any surface or subsurface waters, and that all uses and activities are consistent with the Purposes of this Easement and with applicable laws. Agricultural Uses must be consistent with a current AMP approved by Holder in accordance with Section 5.0 (Mandatory Agriculture Provisions) of this Easement and a current CCAMP approved by Holder in accordance with Section 6 (Creek Conservation Areas) of this Easement.

3. Improvements and Facilities.

(a) Maintenance and Repair of Existing Improvements and Facilities. To maintain, repair, and renovate (within existing footprint) housing (but not beyond the limitation set forth in **Exhibit C**, Section 4 [Residences Greater than 3,000 Square Feet]), signs, utilities, Solar Energy Systems, Renewable Energy Systems, corrals, roads, structures, and other improvements and facilities (collectively referred to herein as “Improvements and Facilities”) and fences on the Property that are existing at the Effective Date of this Easement as documented in the Baseline Documentation Report or that are subsequently constructed under and in compliance with the terms of this Easement and in accordance with Section 13 (Development Rights) of this Easement, Subsection (3)(d) (Improvements and Facilities – Residential Building Envelope) below, **Exhibit E** (Map of Residential Building Envelope), and all other relevant sections of this Easement.

(b) Construction of New Improvements and Facilities and Additions to and Relocation of Existing Improvements and Facilities. Subject to Section 13 (Development Rights)] of this Easement, **Exhibit B**, Section 3(d) (Improvements and Facilities – Residential Building Envelope), **Exhibit C**, Section 4 (Residences Greater than 3,000 Square Feet), and **Exhibit E** (Map of Residential Building Envelope), and to all other relevant provisions of this Easement, the following shall be permitted: (i) new and additional Improvements and Facilities and fencing accessory to the residential use of the Property; (ii) relocation, enlargement, and replacement of existing Improvements and Facilities; (iii) new Improvements and Facilities reasonably necessary to the Agricultural Uses of the Property, provided that Owner obtains the written approval of Holder for the construction, erection, installation, relocation, replacement, enlargement, erection, installation, or placement of such Improvements and Facilities and residential fencing, including the size, function, capacity, and location thereof, which consent shall not be unreasonably withheld, and that such construction, relocation, replacement, enlargement, erection, installation, or placement is made in accordance with applicable laws and with the terms of this Easement. All such Improvements and Facilities and fencing individually and combined shall not significantly impair the Protected Values of the Property. Owner shall provide Holder written notice of Owner’s intention to undertake any such construction, relocation, erection, installation, or placement of said Improvements and Facilities or residential fencing, together with information on its size, function, capacity, and location, not less than forty-five (45) days prior to Owner’s application for any permits required for said construction, erection, installation, or placement of the Improvements and Facilities or residential fencing. In the event permits are not required for said construction, erection, installation, or placement of the Improvements and Facilities or residential fencing, Owner shall provide Holder written notice of

Owner's intention to construct, erect, install, or place any such Improvements and Facilities or residential fencing, together with information on the size, function, capacity, and location of the Improvements and Facilities or residential fencing, not less than forty-five (45) days prior to the commencement of said construction, erection, installation, or placement. Holder shall not give approval unless Owner demonstrates to Holder's satisfaction that the size, function, capacity, and location of any proposed Improvements and Facilities or residential fencing are each consistent with this **Exhibit B**, Section 3, and will not substantially diminish or impair the Protected Values of the Property. Except within the CCAs specified in Section 6 (Creek Conservation Areas) of this Easement, fencing and/or corrals reasonably necessary to the Agricultural Uses of the Property may be constructed without Holder's consent. No Improvements or Facilities may be constructed within 50 feet of the tops of the banks of creeks labeled in **Exhibit D** (Map of the Creek Conservation Areas), except pursuant to a CCAMP approved by Holder.

(c) Replacement of Improvements and Facilities. In the event of destruction, deterioration or obsolescence of any Improvements and Facilities or fencing, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this **Exhibit B**, Section 3, and **Exhibit E** (Map of Residential Building Envelope), Owner may replace the same with Improvements and Facilities or fencing of similar size, function, capacity, and location, provided that Owner provides Holder with written notice at least forty-five (45) days in advance of commencement of any reconstruction. Notwithstanding the foregoing, if any such Improvements and Facilities, with the exception of fences and roads, were located within 50 feet of the tops of the banks of creeks labeled in **Exhibit D** (Map of Creek Conservation Areas), they may be replaced within 50 feet of the tops of banks only pursuant to a CCAMP approved by Holder.

(d) Residential Building Envelope. All new structures and improvements associated with the residential use of the Property must be located within the Residential Building Envelope(s), containing approximately [REDACTED] ([REDACTED]) acres and described in **Exhibit E** (Map of Residential Building Envelope).

4. Water Resources and Impoundments.

(a) Agricultural Water Transfers. Water may be extracted from or diverted on the Property and distributed for use off of the Property subject to all of the following requirements: (i) under short-term commitment or arrangement (not being binding on Owner for longer than a single year period), (ii) to a contiguous property or to other property owned or leased by Owner, (iii) only for agricultural

production purposes and other agriculture-related purposes, and (iv) only upon prior written approval by Holder. Owner shall not transfer, encumber, lease, sell, or otherwise separate any water rights from title to the Property itself, or abandon or forfeit water rights, except as provided herein. No permanent separation of water rights shall be permitted. All water and water rights associated with the Property shall be retained in Marin County for agricultural and other permitted uses on the Property except as provided herein. Notwithstanding the foregoing, no distribution of water shall be permitted that would impair the long-term agricultural productivity of the Property or be inconsistent with the Purposes of this Easement.

(b) Agricultural and Residential Water Development. To maintain and repair water resources on the Property, including, without limitation, water impoundments, ponds, and springs, existing as of the Effective Date and described in the Baseline Documentation Report. To develop and maintain new water resources on the Property, including, without limitation, water impoundments, ponds, and springs, as are necessary or convenient for ranching, agricultural, irrigation, and residential uses of the Property or for temporary export as described in Subsection (a) (Water Resources and Impoundments – Agricultural Water Transfers) above, provided that any such water resources and impoundments shall be developed and maintained in accordance with a plan providing all relevant details approved by Holder and that all such water resources and impoundments shall be developed and maintained in accordance with the Purposes of this Easement and in accordance with applicable laws, ordinances, and regulations.

5. Agrochemicals.

(a) To use agrochemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable Agricultural Uses of the Property in compliance with all applicable laws. Such use shall be carefully circumscribed near surface water during periods of high ground water or heavy rain.

(b) Fertilizers, including manure applications, are prohibited within the CCAs, except as provided in an approved CCAMP.

(c) The storage of agrochemicals that are for use on the Property in accordance with applicable law is permitted.

6. Predator Control. To control predatory and problem animals by the use of selective control techniques.

7. Recreational Uses. To utilize the Property for recreational or educational purposes (including, without limitation, hiking, horseback riding, hunting, and fishing) that require or cause no significant surface alteration or other development of the land.

8. Non-Commercial Solar Energy Systems. Subject to compliance with the requirements of **Exhibit B**, Sections 3(b) (Construction of New Improvements and Facilities and Additions to and Relocation of Existing Improvements and Facilities) and 3(d) (Improvements and Facilities – Residential Building Envelope) above, Owner may construct and operate Solar Energy Systems (defined in Section 15 [Commercial Solar Exploitation] of this Easement) that are reasonably designed and of appropriate size for use on the Property in support of the Purposes of this Easement or for residential use. Incidental Surplus Electricity (defined below) may be sold and/or credited to Owner’s utility service (i.e., net metering) or others pursuant to agreements approved by Holder.

For purposes of this Easement, “Incidental Surplus Electricity” shall mean electricity generated on the Property by solar or other energy systems (such as those referenced in **Exhibit B**, Section 9 [Non-commercial Renewable Energy Production] below) in amounts less than or equal to twice the total amount of electricity (expressed in kilowatt hours or other appropriate measure) used on the Property on an annualized basis. Such measurements shall be calculated from time to time at intervals and using methodologies approved by Holder. Such sale of Incidental Surplus Electricity shall not be deemed to be Commercial Solar Energy as addressed in Section 15 (Commercial Solar Exploitation). Exploitation of Solar Energy Systems on the Property beyond that permitted by this **Exhibit B**, Section 8, shall be deemed to be commercial and shall be covered by the provisions of Section 15 (Commercial Solar Exploitation) of this Easement.

9. Non-Commercial Renewable Energy Production. Subject to approval of Holder and pursuant to **Exhibit B**, Sections 3(b) (Improvements and Facilities –

Construction of New Improvements and Facilities and Additions to and Relocation of Existing Improvements and Facilities) and 3(d) (Improvements and Facilities – Residential Building Envelope) above, and with the provisions of any applicable AMP or CCAMP, Owner may construct and operate geothermal, hydropower, biogas, and/or wind electric energy generation facilities that are reasonably designed and of appropriate size for use on the Property in support of the Purposes of this Easement or for residential use on the Property. All renewable energy sources must be built and maintained with minimal impact on the Protected Values of the Property. Incidental Surplus Electricity (defined in **Exhibit B**, Section 8 [Non-Commercial Solar Energy Systems] above) may be sold and/or credited to Owner’s utility service (i.e., net metering) or others pursuant to agreements approved by Holder. Such sale of Incidental Surplus Electricity shall not be deemed to be Commercial Renewable Energy Production, addressed in **Exhibit C**, Section 15 (Commercial Renewable Energy).

Exhibit C

Prohibited Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the Purposes of this Easement and are expressly prohibited upon or within the Property, subject to the terms and conditions of this Exhibit C.

1. **Consistency with the Purposes of this Easement.** Uses, practices and activities that are inconsistent with the Purposes of this Easement are prohibited.
2. **Commercial or Industrial Use.** The establishment and conduct of commercial or industrial uses or the construction, placing, or erection of any signs or billboards is prohibited; provided, however, that ranching, agriculture, the production or processing of food and fiber products as contemplated by the provisions of **Exhibit B** (Permitted Uses and Practices) and the production of non-commercial solar or other renewable energy to the extent permitted by **Exhibit B** shall not be considered prohibited commercial or industrial uses. Further provided, however, that Holder shall have the right in its sole discretion to approve the establishment and conduct of non-agricultural commercial and industrial uses or activities that Holder determines in its sole discretion (a) are compatible with the Purposes of this Easement and (b) will not substantially diminish or impair the agricultural productivity of the Property. Notwithstanding the prohibition above on the placing or erecting of signs, Holder, in its sole discretion, may approve signs related to any such commercial or industrial uses approved by Holder (or any portion thereof) or and provided that the signs, individually or collectively, are consistent with the Purposes of this Easement.
3. **Construction.** The construction, reconstruction, enlargement, or replacement of Improvements and Facilities or residential fencing is prohibited except as provided in Section 14 (Development Rights) of this Easement and **Exhibit B**, Sections 1 (Residential Use), 3 (Improvements and Facilities), 4 (Water Resources and Impoundments), 8 (Non-commercial Solar Energy Systems), and 9 (Non-Commercial Renewable Energy Production and **Exhibit C**, Section 15 (Commercial Renewable Energy Production]).
4. **Residences Greater than 3,000 Square Feet.** No individual residential structures either existing or constructed pursuant to **Exhibit B**, Section 3(b) (Improvements and Facilities – Construction of New Improvements and Facilities

and Additions to and Relocation of Existing Improvements and Facilities) shall exceed three thousand (3,000) square feet, excluding garages, decks and landscaping. Garages shall not exceed seven hundred (700) square feet.

5. **Subdivision.** The division, subdivision, de facto subdivision, partition, or separate conveyance of any portion of the Property away from the remainder, and the sale, exchange, conversion, transfer, lease, assignment, mortgage, or other encumbrance, alienation, or conveyance of any portion of, or any partial interest in, the Property are prohibited, except as provided in Section 14 (Conveyance of Separate Parcels).

6. **Motorized Vehicles.** The use of motorized vehicles is prohibited, except by Owner or others under Owner's control for agricultural, ranching or attendant residential use of the Property or other uses consistent with the Purposes of this Easement. Any use of motorized vehicles off of roadways is prohibited except when necessary for agricultural, ranching, or residential purposes consistent with the Purposes of this Easement.

7. **Tree Cutting.** The harvesting or removal of trees or woody vegetation is prohibited; provided, however, that Owner shall have the right to (a) cut or collect firewood for the heating of agricultural and residential facilities on the Property; and (b) cut or remove trees and woody vegetation as reasonably necessary to control insects and diseases, prevent personal injury and property damage, and to allow construction or repair of residential or agricultural facilities. The harvesting or removal of living or dead trees or woody vegetation within an area of twenty-five (25) feet in width laterally outward from the tops of the banks of the creeks marked in **Exhibit D** (Map of Creek Conservation Areas) without the prior written approval of Holder is prohibited, it being understood that such approval shall be granted only for the purposes of preventing personal injury, maintaining facilities or existing creek crossings, if any, or for enhancing the natural resource values of the Property as provided for in an approved CCAMP.

8. **Dumping.** The dumping, disposal, accumulation, storage, or placement of wastes, refuse, fill, or debris on the Property is prohibited, except for organic material generated by permitted Agricultural Uses on the Property; provided that any such dumping, disposal accumulation, storage, or placement of organic material shall be in accordance with applicable law and generally accepted agricultural management practices in Marin County, and that no runoff from such dumping or other disposal of organic material shall adversely affect water quality. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, fill, waste, or

hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the Property except as reasonably required for the use of the Property for Agricultural Uses, consistent with the Purposes of this Easement and in accordance with applicable law.

9. **Soil Degradation.** Ranching, agricultural or other uses otherwise permitted under this Easement that result in significant degradation of soil quality are prohibited. If Owner disagrees with any determination by Holder of such significant degradation, Owner shall so notify Holder, and Holder shall confirm its determination by a Professional or other third party with relevant expertise in natural resource management.

10. **Water Quality Degradation.** Ranching, agricultural or other uses otherwise permitted under this Easement that result in significant degradation of water quality are prohibited. Stockpiling animal wastes, compost, or loose soil in a manner whereby runoff adversely affects water quality is prohibited. If Owner disagrees with any determination by Holder of such significant degradation, Owner shall so notify Holder, and Holder shall confirm its determination by a Professional or other third party with relevant expertise in natural resource management.

11. **Surface Alteration or Excavation.** Any alteration of the general topography or natural drainage of the Property including, without limitation, the excavation or removal of soil or the extraction of minerals by any surface mining method, is prohibited except as may be required for uses on the Property incidental to the Agricultural Uses permitted herein, and provided that such removal or extraction is limited and localized, is not irremediably destructive of significant conservation interests, does not damage, impair or endanger the Protected Values of the Property, is approved, as to location and amount of materials and any necessary or appropriate remediation, by Holder and is in accordance with applicable law. After any exploration and/or extraction of subsurface oil, gas, gravel or minerals, Owner shall restore all disturbed areas to their original state pursuant to a plan approved in writing by Holder. No portion of the Property that is unpaved at the time of the grant of this Easement shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purposes be constructed, without advance written permission of Holder pursuant to **Exhibit B**, Section 3(b) (Improvements and Facilities – Construction of New Improvements and Facilities and Additions to Existing Improvements and Facilities).

12. **Creek Conservation Areas.**

(a) Ranching, agricultural or other uses otherwise permitted under this Easement that result in significant degradation of water quality, soil and bank stability, and vegetative cover in the CCAs is prohibited.

(b) Mechanical soil disturbance, including tilling and disking, or removal of vegetation to levels lower than necessary to filter pollutants and control erosion as specified in the CCAMP, either by grazing, mowing or other activity in the CCAs, without prior written approval of Holder is prohibited. Any such approval shall require that activities be consistent with the CCAMP.

(c) When the soil is saturated or soft, soil-disturbing activities (within the CCAs), including, without limitation, grazing of animals is prohibited, except for the purpose of protecting or enhancing the natural resources of the Property as provided in an approved CCAMP.

(d) Notwithstanding Subsections (a) through (c) of this Section, no mechanical soil disturbance or other soil or vegetation disturbing activities shall take place within any watercourse designated as part of a CCA, except pursuant to a CCAMP approved in writing by Holder in furtherance of the natural resource values of the Property.

(e) The dumping, disposal, storage, or placement of any organic or inorganic trash, refuse, vehicle bodies or parts, rubbish, debris, junk, soil, rock, fill, waste, or hazardous waste within the CCAs identified in **Exhibit D** Map of Creek Conservation Areas is prohibited. The placement of organic or inorganic material in the CCAs, including but not necessarily limited to erosion control projects or stream crossings, is prohibited except as expressly permitted in the CCAMP described in Section 7 of this Easement and except as approved in advance in writing by Holder. Any placement of organic or inorganic material permitted by the CCAMP must be in accordance with applicable law and generally accepted agricultural management practices in Marin County and must be designed so that no runoff from such placement shall adversely affect water quality.

13. **Water Rights.** The transfer, encumbrance, lease, sale, or other separation of water or water rights from the Property or the abandonment or forfeiture of any water rights from the Property, is prohibited except as provided in **Exhibit B**, Section (4) (Water Resources and Impoundments).

14. **Miscellaneous.** No golf courses, landing strips or helicopter pads, resort structures, commercial equestrian facilities, off road vehicles tracks or facilities, or non-residential swimming pools shall be constructed on the Property.

15. **Commercial Renewable Energy.**

(a) **Commercial Renewable Energy Production.** “Commercial Renewable Energy Production” refers to the generation and commercial sale of energy produced on the Property by means of geothermal, hydropower, biogas or wind electric generation facilities. Commercial Renewable Energy Production does not include the generation and commercial sale of energy produced on the Property by means of Solar Energy Systems, which are addressed in Section 15 (Commercial Solar Exploitation) of this Easement and **Exhibit B**, Section 8 (Non-Commercial Solar Energy Systems) of this Easement.

(b) **Commercial Renewable Energy Production Initially Prohibited.** Original Grantor and Holder acknowledge and agree that the physical attributes (including such matters, among others, as the size of even the most advanced facilities and equipment currently in use), environmental issues (such as scenic impact, noise and/or effect on natural resources) and risks (such as those possibly associated with electromagnetic radiation) of the facilities, and the equipment and other infrastructure needed for Commercial Renewable Energy Production as of the Effective Date of this Easement, would make implementation of any such Commercial Renewable Energy Production plan incompatible with the Purposes of this Easement and that therefore Commercial Renewable Energy Production as currently implemented is prohibited by the terms of this Easement. However, if the technology for Commercial Renewable Energy Production changes substantially in the future so that Commercial Renewable Energy Production becomes fully compatible with the Agricultural Values and other Purposes of this Easement and with any affected AMP or CCAMP, then Owner may apply for Holder’s approval of a Commercial Renewable Energy Production plan or plans in accordance with Subsection (c) (Commercial Renewable Energy – Commercial Renewable Energy Production Plans) below.

(c) **Commercial Renewable Energy Production Plans.** As set forth in Subsection (b) (Commercial Renewable Energy – Commercial Renewable Energy Production Initially Prohibited) above, if Owner believes that the technology for Commercial Renewable Energy Production has changed substantially from the status of that technology as of the Effective Date of this Easement so that Commercial Renewable Energy Production has become potentially compatible with the Agricultural Values and other Purposes of this Easement and with any

affected AMP or CCAMP, Owner may then apply for Holder's approval of a Commercial Renewable Energy Production plan or plans in accordance with Subsection (d) (Commercial Renewable Energy – Plan Submissions) below. After receiving Holder's approval, Owner may then construct and operate, or have constructed and operated, geothermal, hydropower, biogas, wind or other electric generation facilities, excepting Solar Energy Systems, for commercial transmission, distribution, and sale of such energy in accordance with the terms and conditions of such approval, provided always that any such Commercial Renewable Energy Production operations, facilities, and equipment, including, without limitation, transmission lines, permitted hereunder must be and remain consistent with the Agricultural Values and other Purposes of this Easement and with any affected AMP or CCAMP.

(d) Plan Submissions. If Owner proposes pursuant to Subsection (c) (Commercial Renewable Energy – Commercial Renewable Energy Production Plans) above to engage in any Commercial Renewable Energy Production, Owner shall prepare for Holder's review and approval a Commercial Renewable Energy Production plan application in accordance with Holder's application requirements at that time, which submission shall provide details, at a minimum, as to siting, foot print, size, and height of all facilities and related infrastructure; environmental attributes, such as potential effects on the Protected Values of the Property; generation capacity; construction plans; location of all infrastructure and distribution or transmission lines; and all other relevant information requested by Holder to ensure that the proposed development is and will remain compatible with the Agricultural Values and other Purposes of this Easement and with any affected AMP or CCAMP.

(e) Subordination to this Easement. Any and all energy production plans, construction plans and agreements, and transmission, distribution and sales agreements, written or oral, shall be made expressly subordinate on terms satisfactory to Holder to this Easement and the rights of Holder in this Easement and shall be submitted to Holder for review and approval in advance of their execution.

(f) Periodic Re-approval Required. Any approval given by Holder will be subject to periodic review and re-approval to ensure that Owner's operations continue to be compatible with the Agricultural Values and other Purposes of the Easement and with any affected AMP or CCAMP.

(e) Cost of Review of Plan Submissions and of Future Monitoring.

Owner shall bear all of Holder's direct and indirect costs associated with the initial and all subsequent reviews of any Commercial Renewable Energy Production plan or plans. Such costs would include all out-of-pocket costs incurred by Holder for such review, such as the costs of technical and professional, including legal, experts on the subject, and all staff costs related to the review process. Holder may charge Owner a portion or all of the cost incurred by Holder in developing the application process, including, without limitation, the costs related to such development incurred for technical and professional advice. Holder may require an initial review fee to accompany any application for approval or re-approval and periodic payments to apply to costs being incurred. Holder may require the applicant to pay all third-party technical and professional expert fees and expenses directly to the experts as the experts' billings are received. Owner shall bear all of Holder's staff and out-of-pocket monitoring and stewardship costs associated with Owner's operation, including, without limitation, any costs for experts deemed necessary or appropriate by Holder.

(f) Indemnity and Insurance. As part of its application and in connection with any approved operations, Owner shall indemnify, hold harmless and defend Holder and its members, funders, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' and experts' fees and consultants' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to the design, construction or operation of the Commercial Renewable Energy Production, regardless of cause, or (2) violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement relating to the Commercial Renewable Energy Production.. Owner shall obtain and maintain in full force and effect liability and other insurance as required by Holder, and no application for Commercial Renewable Energy Production will be approved without the approval of the coverage, limits of liability and other terms of such liability insurance by Holder in its sole discretion.

Exhibit D
Map of the Creek Conservation Areas

TEMPLATE

Exhibit E
Map of Residential Building Envelope

TEMPLATE

Exhibit F
Disclosure of Liens and Encumbrances

Exceptions:

TEMPLATE

Exhibit G
Acknowledgment of Baseline Documentation Report

Marin Agricultural Land Trust (MALT) Stewardship Project Manager _____ prepared a Baseline Documentation Report dated _____ to document and establish the present condition of the Property. The Baseline Documentation Report contains an inventory of the Property's relevant features, Agricultural Values and conditions, its improvements and some of its natural resources.

Declaration of Reliance and Certification of Record. Acting as MALT Executive Director and as its custodian of land records, I declare that MALT has relied upon, and will rely upon, the information contained within the Baseline Documentation Report to describe the condition of the Property. Further, I certify that the preparation of the Baseline Documentation Report complies with MALT's Baseline Documentation and Monitoring Program Guidelines. The Baseline Documentation Report was prepared in the regular course of our business for the purpose of managing our conservation easement portfolio. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on _____, 201_.

Marin Agricultural Land Trust

Jamison Watts, Executive Director

Acknowledgment of Condition and Receipt of the Baseline Report.

_____, owner, and **Jamison Watts**, Executive Director of MALT, as Holder, certify that each is familiar with the condition of the Property and do acknowledge and certify that the Baseline Documentation Report signed by both Parties on _____, 201_, and all of its inclusions, is an accurate representation of the condition of the Property as of the Effective Date. Original Grantor and Holder each signed the Baseline Documentation Report and have copies of the report.

Marin Agricultural Land Trust

Jamison Watts, Executive Director

TEMPLATE