

NOTE TO USERS

This checklist is intended to assist existing a prospective Sustainable Agricultural Lands Conservation Program (SALC Program) grant recipient (Grantee) in developing conservation easements that meet SALC Program Round 5 standards. The content of the checklist is based on and linked to the SALC Program Round 5 Easement Template (included below). Use of the SALC Program Easement Template will result in a faster review of your easement.

All checklist items are required components of SALC-funded easements. Where the checklist links to a “statement,” the referenced text must be included verbatim in the easement, whether the SALC Easement Template is used in whole or in part by the Grantee. If bracketed italic text is included within a required item, such text may be revised to reflect project-specific characteristics. Where the checklist links to a “sample,” the Grantee may use the recommended text or their own text to address that checklist item. All modifications to the SALC Easement Template are subject to SALC Program staff review and approval.

To facilitate review and document navigation, this checklist contains hyperlinks (colored, underlined text) to various locations within the document. To open a window containing an outline of the SALC Program Easement Template, select 'View' from the toolbar, then 'Navigation Pane.' Quickly toggle between the checklist and the model easement by clicking on various headings enumerated in the outline window. To show all text encompassed within a given statement or sample, right click on the blue text, then left click on 'Open Hyperlink.'

☑ EASEMENT ELEMENTS CHECKLIST (ROUND 5)

| | |
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| Recitals | |
| | Property Description (sample) |
| | Baseline Report prepared (sample) |
| | Public investment (statement) |
| | Recognizing conservation purposes (statement) |
| | Governmental Conservation Policies (federal, state, and local) (statement) |
| | If Grantee is a nonprofit organization, include "qualified conservation organization" (statement) |
| Grant of Agricultural Conservation Easement | |
| | Granting of easement (statement) |
| | Conservation Purposes (statement) |
| | Right to use property for agricultural purposes (sample) |
| | Prohibited uses (sample) |
| | Permission of the Grantee (sample) |
| | Construction Or Placement Of Buildings And Other Improvements; Prior Notice Required. (sample) |
| | Fences (sample) |
| | Agricultural Structures and Improvements (sample) |
| | Residential Dwellings (sample) |
| | Secondary Dwelling Units and Farm Worker Housing (sample) |
| | Utilities and Septic Systems (sample) |
| Subdivision | |
| | No subdivision (sample) |
| | No recognition of additional, separate legal parcels (statement) |
| | Treatment as a single parcel (statement) |
| | Lot line adjustments (statement) |
| Additional Rights and Restrictions | |
| | Extinguishment of Development Rights required (statement) |
| | Prohibition of Mining (statement) |
| | Paving and Road Construction (sample) |
| | Trash and Storage (sample) |
| | Commercial signs prohibited (sample) |
| | Recreational Uses (sample) |
| | Water Rights (sample) |
| Rights Retained by the Landowner | |
| | Landowner reserves all interests not conveyed (sample) |
| Responsibilities of the Landowner and the Grantee Not Affected | |
| | Taxes (sample) |
| | Property upkeep and maintenance (sample) |
| | Liability and Indemnification (statement) |
| Monitoring | |
| | Grantee's monitoring, record keeping, and enforcement responsibilities. (sample) |

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| | Failure of the Grantee to carry out its responsibilities shall not impair the validity of this Easement or limit its enforceability in any way (sample) |
| | Grantee's right of access (sample) |
| | Monitoring Reports (statement) |
| Enforcement | |
| | Grantee shall take all actions necessary to ensure compliance (sample) |
| | Grantee's remedies (sample) |
| | Damages recovered applied to the cost of corrective action (statement) |
| | Council's right to enforce (statement) |
| | Nonwaiver (sample) |
| Transfer of Easement | |
| | Assignee qualifications (statement) |
| | Written permission from the Council (statement) |
| | Transfer by the Council if the Grantee ever ceases to exist or no longer qualifies (statement) |
| Perpetual Duration and No Merger of Title | |
| | Perpetual Duration (statement) |
| | No Merger of title (statement) |
| Transfer of Property Interest | |
| | Landowner shall provide prior written notification to Grantee (sample) |
| | Documents of conveyance shall expressly reference the easement (statement) |
| Amendment of Easement | |
| | Written consent of all parties required (statement) |
| | Amendment consistent with purpose of easement, Grantee's policies, and applicable laws (statement) |
| | No diminishment or effect on the perpetual duration or the purpose of the easement (statement) |
| | No diminishment or effect on the status or rights of the Grantee (statement) |
| | Any amendments to be recorded, with copies to the Council (statement) |
| Extinguishment, Termination, And Eminent Domain | |
| | Termination (statement) |
| | Compensation (statement) |
| Additional Provisions | |
| | Interpretation (statement) |
| | References to legal provisions (statement) |
| | No Effect of Government Jurisdiction (statement) |
| | Notices (sample) |
| | The Landowners Environmental Warranty (statement) |
| | The Landowner's Title Warranty (statement) |
| | Granting Subsequent easements, Interest in Land or Use Restrictions (statement) |
| | Severability (statement) |
| | Execution Before a Notary Public and Recordation (statement) |
| | Effective Dates (statement) |
| | Counterparts (statement) |
| | Entire agreement (statement) |

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| | Grantee Acceptance of Conveyances and Consent to Recording. (statement) |
| | Habendum (statement) |
| Exhibits | |
| | Legal Description (Exhibit A) |
| | Vicinity Map (Exhibit B) |
| | Building Envelopes and Existing Improvements (include linear dimensions of envelope) (Exhibit C) |
| | Prior Encumbrances (Exhibit D) |

Recording requested by and when recorded please return to:

[Grantee's name & address]

(Space above this line reserved for Recorder's use)

DEED OF AGRICULTURAL CONSERVATION EASEMENT

This Deed of Agricultural Conservation Easement is granted by [Landowner's name], [Ownership status], having an address at [Landowner's address] ("Landowner"), to [Grantee's name], a California nonprofit public benefit corporation, having an address at [Grantee's address] ("Grantee"), for the purpose of forever conserving the agricultural productive capacity and open space character of this property.

RECITALS

- A. The Landowner is the sole owner in fee simple of the [farm/rangeland] property ("Property") legally described in Exhibit A ("Legal Description") and generally depicted in Exhibit B ("Vicinity Map"), attached to and made a part of this Agricultural Conservation Easement ("Easement"). The Property consists of approximately [acres] acres of land and is commonly known as the "[Farm/Ranch name]," together with buildings and other improvements, is located in [County name] County, California, and is identified by assessor's parcel number(s) [parcel numbers]. The existing buildings and improvements on the Property are shown within the Building Envelope as depicted in Exhibit C ("Building Envelope and Existing Improvements"), also attached to and made a part of this Easement. Except as shown in Exhibit C, the Property is open farmland, whose soils have been classified as [prime farmland, farmland of statewide importance, etc.] by the Natural Resources Conservation Service ("NRCS"), and by the California Department of Conservation's ("Department") Farmland Mapping and Monitoring Program, because this land has the soil quality, growing season, and water supply needed for sustained agricultural production.
- B. The agricultural and other characteristics of the Property, its current use and state of improvement, are documented and described in a Baseline Documentation Report ("Baseline Report"), prepared by the Grantee with the

cooperation of the Landowner and incorporated herein by this reference. The Landowner and the Grantee acknowledge that the Baseline Report is complete and accurate as of the Effective Date. Both the Landowner and the Grantee shall retain duplicate original copies of the Baseline Report. The Baseline Report may be used to establish whether a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the Effective Date.

- C. The Budget Act of 2014 appropriated \$130 million from the California Air Resources Board's California Climate Investment Fund, also known as the Greenhouse Gas Reduction Fund, to develop and implement the Affordable Housing and Sustainable Communities Program ("AHSC"), which is administered by the Strategic Growth Council ("Council"). Beginning in Fiscal Year 2015-16, 20 percent of California Climate Investment Fund's annual proceeds go to AHSC. The Sustainable Agricultural Lands Conservation Program ("Program"), a sub-program of AHSC, was developed to conserve agricultural land under pressure of being converted to nonagricultural uses, particularly those adjacent to areas most at risk of urban or suburban sprawl or those of special environmental significance to support infill development and avoid greenhouse gas emissions.
- D. On behalf of the Council, the Department administers the Sustainable Agricultural Lands Conservation Program ("SALC") in conjunction with the California Natural Resources Agency. SALC supports the Program's goal by investing in the acquisition of agricultural conservation easements on properties at risk of conversion to non-agricultural uses, thereby reducing greenhouse gas emissions. These acquisitions contribute to a healthy agricultural economy, support the implementation of Sustainable Communities Strategies, provide food security, encourage smart growth, and ensure agricultural and open space remains available.
- E. The Council awarded a grant to the Grantee from the California Climate Investment Fund for the Easement acquisition. The grant funds represent a substantial investment by the people of the State of California in the long-term conservation of valuable agricultural land and the retention of agricultural land in perpetuity. The Property and this Easement have met the eligibility criteria, certain selection criteria, and multiple natural resource conservation objectives as identified in the 2018-19 Sustainable Agricultural Lands Conservation Program Guidelines and Request for Grant Applications. The rights vested herein in the State of California arise out of its statutory role in fostering the conservation of agricultural land in California and its role as fiduciary for the public investment represented by the California Climate Investment Fund.
- F. The Landowner grants this Easement for valuable consideration to the Grantee for the purpose of assuring that, under the Grantee's perpetual stewardship, the agricultural productive capacity and open space character of the

Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Easement.

- G. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

[Insert only if federal match funding is received: The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. section 4201 et seq., whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;"]

California Civil Code at Part 2, Chapter 4, (commencing with section 815), which defines and authorizes perpetual conservation easements. The California Legislature declares in Section 815 of the California Civil Code 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, and further declares it to be the public policy and in the public interest of the State to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations;

California Constitution Article XIII, section 8, California Revenue and Taxation Code sections 421.5 and 422.5, and California Civil Code section 815.10, under which this Agricultural Conservation Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;

Section 75210 of California Public Resources Code, which lists the protection of "agricultural lands to support infill development" as a public policy objective supported by the Program to achieve the long-term goals of AB 32 (Chapter 488, Statutes of 2006) and related amendments;

Section 65041.1 of the California Government Code, which enumerates the protection of "environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands" among the State's planning priorities;

Section 10200 et seq. of the California Public Resources Code, which creates the California Farmland Conservancy Program within the

Department, provides the Department authority for agricultural land conservation, and informs eligibility for funding under SALC;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands, by providing that "agricultural lands have a definitive public value as open space" and "that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest";

California Food and Agriculture Code Section 821 states that one of the major principles of the State's agricultural policy is "to 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;"

The California General Plan law section 65300 et seq. and Section 65400 et seq. of the California Government Code, and the [County name] County General Plan, as updated on [Update date], which includes as one of its goals to protect farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses; and,

- H. The Grantee is a California nonprofit organization within the meaning of California Civil Code section 815.3 and is a tax exempt and "qualified conservation organization" within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(vi) as defined by the United States Internal Revenue Code. Grantee, as certified by a resolution of Grantee's Board of Trustees/Directors, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

GRANT OF AGRICULTURAL CONSERVATION EASEMENT

Now, therefore, for the reasons given, and in consideration of their mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landowner voluntarily grants and conveys to the Grantee, and the Grantee voluntarily accepts, a perpetual conservation easement, as defined by Sections 815.1 and 815.2 of the California Civil Code and Section 10211 of the California Public Resources Code, and of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. CONSERVATION PURPOSE.

The conservation purpose ("Purpose") of this Easement is to enable the Property to remain in productive agricultural use in perpetuity by preventing and correcting uses of the Property prohibited by the provisions of this Easement. To the extent that the preservation of [the open space character *scenic, habitat, natural, or historic, etc.* described in the project summary approved by the Council] values of the Property are consistent with such use, it is within the Purpose of this Easement to protect those values.

2. RIGHT TO USE PROPERTY FOR AGRICULTURAL PURPOSES.

The Landowner retains the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law and this Easement.

3. PROHIBITED USES.

[use for cultivated lands and noncultivated lands where agricultural restrictions were not approved]

The Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with this Easement. Any use or activity that would diminish or impair the agricultural productive capacity, future viability, and open space character [*or scenic, habitat, natural, historic etc. values*] of the Property, or that would cause significant soil degradation or erosion, restrict agricultural husbandry practices, or that is otherwise inconsistent with the Purpose is prohibited ("Prohibited Use"). "Husbandry practices" means agricultural activities, such as those specified in Section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality. This Easement authorizes the Grantee to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require the Landowner to take any action to restore the condition of the Property after any Act of God

or other event over which the Landowner had no control. The Landowner understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

[Use for noncultivated lands where agricultural restrictions were approved]

The Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with this Easement. Any use or activity that would diminish or impair the agricultural productive capacity, future viability, and open space character [or scenic, habitat, natural, historic etc. values] of the Property, or that would cause significant soil degradation or erosion, restrict agricultural husbandry practices except as permitted herein, or that is otherwise inconsistent with the Purpose is prohibited ("Prohibited Use"). "Husbandry practices" means agricultural activities, such as those specified in Section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality. This Easement authorizes the Grantee to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require the Landowner to take any action to restore the condition of the Property after any Act of God or other event over which the Landowner had no control. The Landowner understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

The following restrictions on husbandry practices are permitted. These restrictions are consistent with continuing agricultural use, do not substantially prevent agricultural use on the Property and are inherent to the property.

[list the permitted restrictions]

4. PERMISSION OF THE GRANTEE.

Where the Landowner is expressly required to obtain the Grantee's permission for a proposed use hereunder, said permission (a) shall not be unreasonably delayed or withheld by the Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by the Landowner prior to the Landowner's undertaking of the proposed use. The Grantee shall grant permission to the Landowner only where the Grantee, acting in the Grantee's sole reasonable discretion and in good faith, determines that the proposed use is not a Prohibited Use as defined in Section 3. Copies of all documents shall be provided to the Council.

5. CONSTRUCTION OR PLACEMENT OF BUILDINGS AND OTHER IMPROVEMENTS; PRIOR NOTICE REQUIRED.

The Landowner may undertake construction, erection, installation, or placement of buildings, structures, or other improvements on the Property only

as provided in subsections (a) through (e) below. The Landowner shall give at least thirty (30) days' advance notice to the Grantee prior to seeking any building or grading permit, zoning change, or environmental regulatory review, in writing in accordance with Section 25, providing the Grantee with adequate information, documents and plans so as to enable the Grantee to confirm compliance with this Easement and enable the Grantee to keep its records current.

All other construction, erection, installation, or placement of buildings, structures, or other improvements on the Property is prohibited. Before undertaking any construction, erection, installation or placement that requires permission, the Landowner shall notify the Grantee in accordance with section 25 and obtain prior written permission from the Grantee.

For purposes of this section, the term "improvements" shall not refer to, and specifically excludes, crops, plants, trees, vines, or other living improvements planted for agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, all of which may be made without permission of the Grantee.

- a. Fences: Existing fences may be repaired and replaced without permission of the Grantee. New fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Property, without permission of the Grantee.
- b. Agricultural Structures and Improvements: Existing agricultural structures and improvements as shown in Exhibit C and more fully described in the Baseline Report, may be repaired, reasonably enlarged, and replaced at their current locations within the Building Envelope for agricultural purposes without permission from the Grantee. New buildings and other structures and improvements to be used solely for agricultural production on the Property or sale of farm products predominantly grown or raised on the Property, including barns and equipment sheds, but not including any dwelling or farm labor housing, may be built, repaired, reasonably enlarged, and replaced on the Property only and entirely within the Building Envelope depicted in Exhibit C, without permission of the Grantee. Any other agricultural production or marketing-related structures may be constructed only with permission of the Grantee pursuant to Section 4, and then only and entirely within the Building Envelope.
- c. Residential Dwellings: The single-family dwelling shown in Exhibit C may be repaired, enlarged or replaced only at the current location entirely within the Building Envelope shown in Exhibit C without permission of the Grantee. Said single-family dwelling is limited to a maximum living area that is consistent with Grantee's policies, local building codes, and the surrounding neighborhood. The residence must not have an adverse

impact on the purpose of the easement. No other residential structures may be constructed or placed on the Property except for agricultural employee housing per Section 5(d).

(NOTE: This placeholder language is intended to be modified on a case-by-case basis for each project, taking into consideration the circumstances of the property, the reserved rights detailed in the grant application, and the requirements of the funder(s).)

- d. Secondary Dwelling Units and Farm Worker Housing: This Easement shall not prohibit either secondary dwelling units or farmworker housing.

(NOTE: The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.)

- e. Utilities and Septic Systems: Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely to serve the improvements permitted herein or to transmit power generated on the Property may be installed, maintained, repaired, removed, relocated and replaced. In addition, septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved, but must be located within the Building Envelope. Renewable power generation and transmission facilities primarily for agricultural and other permitted uses on the Property may be constructed within the Building Envelope. Power generated in excess of requirements on the Property may be sold to appropriate public utilities. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities, including wind or solar farms outside of Building Envelope are prohibited.

6. NO SUBDIVISION.

The division, subdivision, defacto subdivision, or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. Landowner will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate or convey any parcel associated with the Property or portion of any parcel of the Property separately or apart from the Property as a whole

The Landowner and Grantee acknowledge and understand that the Property is currently comprised and is described in Exhibit A as [number] legal parcel(s), and that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance or conditional certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent or deed conveyances, subdivisions, or

surveys. The Landowner will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority.

Landowner will at all times treat all parcels of the Property as a single integrated economic unit of property, provided, however, that a lease of a portion of the Property for agricultural or other permitted uses (subject to this Easement) shall not be prohibited.

Lot line adjustments within the boundary lines of the Easement may be permitted by the Grantee pursuant to Section 4 for purposes of maintaining, enhancing, or expanding agricultural practices or productivity on the Property. Such lot line adjustments shall not increase or decrease the total acreage of the Easement.

7. EXTINGUISHMENT OF DEVELOPMENT RIGHTS.

The Landowner hereby grants to the Grantee all development rights except as specifically reserved in this Easement, that were previously, are now or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred by either party 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.

This Easement shall not create any development rights.

8. GENERAL PROHIBITION ON SURFACE MINING.

Except as specifically authorized herein, the mining, removal or extraction on or from the area subject to this Easement of soil, sand, gravel, aggregate, rock, oil, natural gas, fuel, or any other mineral substance, through a surface mining, removal or extraction method or from above a depth of 150 feet below the surface of the Property is prohibited. This prohibition includes the installation of roads or pipelines for transportation of the aforementioned resources.

This section is not intended to interfere with Landowners' right to remove cobble and hardpan from farm areas to prepare the land for agricultural purposes.

(NOTE: For properties with existing mineral development activities, where the mineral rights are under control of a third party, or where borrow pits are used to support ranch operations, this section may be modified.)

9. PAVING AND ROAD CONSTRUCTION

Other than existing roads shown within the Building Envelope as identified in the

Baseline Report, no portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Property. Except as otherwise authorized herein, no road for access or other purposes shall be constructed without the permission of the Grantee pursuant to Section 4. Notwithstanding the foregoing, construction of unpaved farm roads, as necessary or desirable by agricultural operations, is authorized without permission from the Grantee. The Landowner shall notify the Grantee of any significant net relocation or addition of unpaved farm roads.

10. TRASH AND STORAGE.

The dumping or accumulation on the Property of any kind of trash, scrap, refuse, sewage, vehicle bodies or parts, or "Hazardous Materials," as defined in Section 26 is prohibited. Farm-related trash and refuse produced on the Property may be temporarily stored on the Property subject to all applicable laws. The storage of agricultural products and byproducts produced on the Property and materials reasonably required for agricultural production on the Property, including Hazardous Materials, is permitted as long as it is done in accordance with all applicable government laws and regulations.

11. COMMERCIAL SIGNS.

Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited.

12. RECREATIONAL USES

Recreational structures or improvements that do not negatively impact the agricultural use of the property are permitted only within the building envelope.

13. WATER RIGHTS.

The Landowner shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property as of Effective Date. The Landowner shall not permanently transfer, encumber, lease, sell, or otherwise separate such quantity of water or water rights from title to the Property itself. Permanent separation of water or water rights is prohibited. Only that quantity of water or water rights that is not necessary for present or future agricultural production on the Property may be temporarily distributed on an annual basis. Any temporary distribution shall not impair the current or future agricultural use or open space character of the Property.

14. RIGHTS RETAINED BY THE LANDOWNER.

Subject to the terms of this Easement, as owner of the Property, the Landowner reserves all interests in the Property not transferred, conveyed, restricted, prohibited or extinguished by this Easement. These ownership rights include, but

are not limited to, the right to sell, lease, or otherwise transfer the Property to anyone the Landowner chooses, as well as the right to privacy, the right to exclude any member of the public from trespassing on the Property, and any other rights consistent with the Purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

Nothing in this Easement relieves the Landowner of any obligation or restriction on the use of the Property imposed by law.

The Parties intend 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.

15. RESPONSIBILITIES OF THE LANDOWNER AND THE GRANTEE NOT AFFECTED.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Landowner as owner of the Property. Among other things, this shall apply to:

- a. Taxes: The Landowner shall be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee ever pays any taxes or assessments on the Property, or if the Grantee pays levies on the Landowner's interest in order to protect Grantee's interests in the Property, the Landowner will reimburse the Grantee for the same.
- b. Upkeep and Maintenance: The Landowner shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property. If the Grantee acts to maintain the Property in order to protect the Grantee's interest in the Property, the Landowner will reimburse the Grantee for any such costs.
- c. Liability and Indemnification:
 - i. Landowners. In view of the Grantee's negative rights, limited access, to the land, and lack of active involvement in the day-to-day management activities on the Property, the Landowners shall hold harmless, indemnify, and defend, Grantee and its officers, directors, employees, contractors, legal representatives, agents, heirs, personal representatives, successors and assigns, and each of them (collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with any 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, except that this indemnification shall be inapplicable to any Claim due to the negligence or willful misconduct of Grantee or any other Grantee Indemnified Party while acting under the authority of Grantee. The Grantee shall be named as an additional insured on Landowner's general liability insurance policy.

- ii. Grantee. Grantee shall hold harmless, indemnify, and defend Landowners and their respective employees, contractors, legal representatives, agents, heirs, personal representatives, successors and assigns, and each of them (collectively "Landowners Indemnified Parties") from and against any and all Claims arising from or in any way connected with any 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 resulting from the negligence or willful misconduct of Grantee or any other Grantee Indemnified Party while acting under the authority of Grantee in connection with Grantee's entry on the Property, unless caused by a violation of the Easement by Landowner or by Landowner's negligence or willful misconduct.
- iii. Council. In view of the Council's negative rights, limited access to the Property, and lack of active involvement in the day-to-day management activities on the Property, neither the Council, nor its agents and assigns, shall have responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Landowners, the public, or any third parties from risks relating to conditions on the Property. Without limiting the foregoing, neither the Council nor its agents and assigns shall be liable to Landowners or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any Claim, liability, damage, or expense suffered or incurred by or threatened against Landowners or any other person or entity, except as the Claim, liability, damage, or expense is the result of the negligence or willful misconduct of the Council and/or its agents and assigns.

16. MONITORING.

The Grantee shall manage its responsibilities as holder of this Easement in order to uphold the Purpose of this Easement. The Grantee's responsibilities include, but are not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement of this Easement, for the purpose of preserving the Property's agricultural productive capacity and open space character in perpetuity. Failure of the Grantee to carry out these responsibilities shall not impair the validity of this Easement or limit its enforceability in any way. With reasonable advance notice (except in the event of an emergency circumstance or prevention of a threatened

breach), Grantee shall have the right to enter upon, inspect, observe, monitor and evaluate the Property to identify the current condition of, and uses and practices on the Property and to determine whether the condition, uses and practices are consistent with this Easement.

Grantee shall indemnify, defend with counsel of Landowner's choice, and hold Landowner harmless from, all expense, loss, liability, damages and claims, including Landowner's attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused by a violation of this Easement by Landowner or by Landowner's negligence or willful misconduct.

The Grantee shall report to the Council by June 30 of each year after the annual monitoring visit, describing method of monitoring, condition of the Property, stating whether any violations were found during the period, describing any corrective actions taken, the resolution of any violation, any requested or approved actions made in accordance with Section 4, and any transfer of interest in the Property. Failure to do so shall not impair the validity of this Easement or limit its enforceability in any way.

With reasonable notice and no more frequently than annually, Council or its designee may enter the property to verify compliance with the terms of the Easement. Grantor agrees to provide such access as is reasonable to verify compliance. As appropriate, Council will coordinate any site visits with any other funders or Grantee.

17. ENFORCEMENT.

The Grantee will take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants, and purposes of this Easement. The Grantee shall have the right to prevent and correct violations of the terms, conditions, covenants, and purposes of this Easement. If the Grantee finds what it believes is a violation or potential violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants, and purposes of this Easement and shall have the right to correct violations and prevent the threat of violations. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Property, the Grantee shall give the Landowner written notice of the violation or potential violation, and thirty (30) days to correct it, before filing any legal action.

Grantee may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) money damages, including damages for the loss of the agricultural conservation values protected by this Easement, (ii) restoration of the Property to its condition existing prior to such violation, and (iii) an award for all of the Grantee's expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a

violation or potential violation, or to take immediate legal action to prevent or correct a violation or potential violation known to the Grantee, shall not bar the Grantee from taking subsequent legal action. The Grantee's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Without limiting the Landowner's liability, the Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost Conservation Values be impossible or impractical for whatever reason, the Grantee shall return to the Council its proportionate share of any and all damages recovered and not applied to corrective action to enhance or restore the property.

In the event the Grantee fails to enforce any term, condition, covenant or purpose of this Easement, as determined by the Council's Executive Director, the Executive Director and successors and assigns shall have the right to enforce the Easement after giving notice to the Grantee and the Landowner and providing a reasonable opportunity under the circumstances for the Grantee to enforce any term, condition, covenant, or purpose of the Easement. In the event that the Council's Executive Director has reasonable cause to suspect that the Grantee has failed to enforce any of the terms, conditions, covenants, or purposes of the Easement, the Council's Executive Director and successors and assigns shall be entitled to exercise the same right to enter the Property granted to the Grantee, including right of immediate entry in the event of an emergency or suspected emergency where the Council's Executive Director or successor or assign determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement.

Failure or refusal to exercise any rights under the terms of this Easement by the Grantee in the event of a violation by the Landowner of any term herein shall not constitute a waiver or forfeiture of the Grantee's right to enforce any term, condition, covenant, or purpose of this Easement.

18. TRANSFER OF EASEMENT.

This Easement may only be assigned or transferred to an entity authorized to hold such Easement as specified under Section 815.3 of the California Civil Code and that has similar purposes to preserve agricultural lands and open space. Such an assignment or transfer may proceed only if the entity expressly agrees to assume the responsibility imposed on the Grantee by the terms of this Easement and is expressly willing and able to hold this Easement for the Purpose for which it was created. All assignment and assumption agreements transferring the Easement shall be duly recorded in <County name> County within thirty (30) days.

If the Grantee should desire to assign or transfer this Easement, the Grantee must obtain written permission from the Council, which permission shall not be

unreasonably withheld.

If the Grantee or its successors ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the Council, in consultation with any other funders, shall identify and select an appropriate private or public entity to whom this Easement shall be transferred.

19. PERPETUAL DURATION AND NO MERGER OF TITLE.

Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with section 815), which defines and authorizes perpetual conservation easements; this Easement shall run with the land in perpetuity. Every provision of this Easement that applies to the Landowner or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to the Grantee, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by the Grantee or its successors or assigns.

20. TRANSFER OF PROPERTY INTEREST.

Any time the Property itself, or any interest in it, is transferred by the Landowner to any third party, the Landowner shall notify the Grantee and the Council in writing at least thirty (30) days prior to the transfer of the Property or interest, and the document of conveyance shall expressly incorporate by reference this Easement. Any document conveying a lease of the Property shall expressly incorporate by reference this Easement. Failure of the Landowner to do so shall not impair the validity of this Easement or limit its enforceability in any way.

21. AMENDMENT OF EASEMENT.

This Easement may be amended only with the written consent of the Landowner, the Grantee, and the Council's Executive Director. The Grantee must provide timely written notice to the Council's Executive Director of any proposed amendment(s). Any such amendment shall be consistent with the Purpose of this Easement and with the Grantee's easement amendment policies, and shall comply with all applicable laws, including Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with Section 815 et seq. of the California Civil Code, no amendment shall diminish or affect the perpetual duration or the Purpose of this Easement, nor the status or rights of the Grantee under the terms of this Easement.

A copy of the recorded amendment shall be provided to the Council within thirty (30) days of recordation. Any purported amendment that is recorded without the prior approval of the Funding Agencies is null and void.

22. EXTINGUISHMENT, TERMINATION, AND EMINENT DOMAIN

a. Termination.

- i. It is the intention of the parties that the Purpose of this Easement shall be carried out forever as provided in the Section 815 et seq. of the California Civil Code and the Program.
- ii. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, on the initiative of the Grantee or the Landowner, but only by judicial proceedings in a court of competent jurisdiction. The Grantee shall give notice to the Council of any prospective termination or extinguishment of this Easement not less than 60 business days before initiating such proceedings. The Council may intervene in any such judicial proceedings to protect or retain this Easement.
- iii. No inaction or silence by the Grantee 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 the Purpose of this Easement remains possible to accomplish. Other than pursuant to eminent domain or an involuntary acquisition for a necessary public use by public agency, corporation, or other entity or individual with the power of eminent domain ("Acquiring Entity"), 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, terminate or extinguish the provisions of this Easement.
- iv. Should all or part of the Property or any interest in it be proposed for acquisition for a necessary public use by an Acquiring Entity, the Landowner and the Grantee shall join in appropriate actions to recover the full value of the proposed acquisition and all incidental or direct damages resulting from the proposed acquisition as well as all other payments to which they may be entitled by law ("Compensation"). The Acquiring Entity shall pay Compensation directly to the Landowner and the Grantee. The Compensation of such proceeding of the Landowner and the Grantee shall be divided in accordance with the proportionate values of the Landowner's and the Grantee's interests as specified in this Section 22(b), unless otherwise provided by applicable law.
- v. If the Landowner receives notice, formal or informal, that any Acquiring

Entity intends to exercise its power of eminent domain as to the Property or any portion thereof or any interest therein, Landowner shall promptly, and in any event not less than fifteen (15) business days after receipt of such notice, give written notice to the Grantee and the Council of such receipt together with a copy of any and all communications related to such prospective eminent domain proceedings. The Landowner shall thereafter promptly provide to the Grantee and the Council copies of all further communications related to such proceedings and cooperate with the Grantee and the Council in responding to such proceedings.

- vi. This Easement was acquired in whole or in part with government funds. The acquisition of the Easement through the power of eminent domain must comply with the eminent domain laws of the State of California, including Section 1240.220, 1240.510 and Section 1240.610 of the Code of Civil Procedure, federal law, and this Easement. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including to California Government Code sections 7267.1 and 7267.2, and shall require approval of the Grantee, and the Council. The Grantee and the Council shall have an opportunity to accompany the appraiser for the Acquiring Entity when the appraiser goes on the Property with Landowner.
 - vii. Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement and reimbursement shall be pro-rated. In this event, all relevant related documents shall be updated and re-recorded by the Grantee to reflect the modified easement area. Encumbrances junior to this Easement shall remain subordinate to the Easement as amended.
- b. Compensation.
- i. The grant of this Easement gives rise to a property right immediately vested in Grantee.
 - ii. Compensation of the Grantee and the Council shall proceed as follows. The value of the Easement terminated or extinguished shall be determined in accordance with this Section 22(b), and the Grantee shall receive from the Landowner the entire value of the Easement to the extent terminated or extinguished. Until such compensation is paid to the Grantee in full, the amount of that compensation shall be a first priority lien on the Property with the same seniority as this Easement.
 - iii. This Easement shall not be deemed terminated or extinguished until such payment is received by the State of California, Sustainable Agricultural Lands Conservation Program. The Council, in using any proceeds received, shall use the funds in accordance with the intent of

the Program.

- iv. Any compensation or proceeds paid to the Grantee for the taking by eminent domain or by purchase in lieu of eminent domain of all or any portion of this Easement, whether by agreement, by court order or otherwise, shall be allocated between the Grantee and the Council proportionately to the contribution each made to the purchase of this Easement as specified below:

The proportionate shares for this Easement are:

[X]% Grantee and [X]% Council.

- v. As of the Effective Date † and based on the appraisal relied upon to fund the acquisition of this Easement, "Easement Percentage" is hereby defined and established as the ratio of the value of the Easement at the time of this acquisition to the value of the Property, unencumbered by the Easement, at the time of this acquisition. This Easement Percentage shall remain constant.

The Easement Percentage on this Property is: [X]%.

- vi. The parties stipulate and agree that the Easement shall have a fair market value determined as the greater of:

The fair market value of the Property, as though unencumbered by this Easement, at the time of the proposed termination, multiplied by the Easement Percentage; or

The fair market value of the Easement at the time of the proposed termination.

- The fair market valuation shall be determined by an appraisal performed by a qualified appraiser jointly selected by the Landowner, the Grantee and the Council. Appraisals shall conform to the Uniform Standards of Professional Appraisal Practices.
 - If the Landowner has initiated termination of the Easement through a judicial proceeding, the Landowner shall pay the cost of the appraisal, and the appraisal is subject to approval by the Council. Nothing herein shall prevent the Landowner, the Grantee, or the Council from having an appraisal prepared at its own expense.
- vii. If the Grantee obtains payment on a claim under a title insurance policy insuring this Easement, payment shall be distributed as set forth this Section 22(b).

(NOTE: Additional language may be added for landowners seeking

IRS recognition of a charitable donation)

23. INTERPRETATION.

- a. This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions to give maximum effect to its Purpose.
- b. 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 Effective Date.

24. NO EFFECT OF GOVERNMENT JURISDICTION.

No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

25. NOTICES.

All notices to be given to any Party by another Party shall be in writing, addressed to such Party at its address set forth below, and shall be deemed to have been given: a) when delivered in person to an officer of the other Party or Parties, or b) when delivered by Federal Express or other similar overnight delivery service, or c) when received by electronic mail, if confirmed and followed within (1) business day by mailing the original by Federal Express or other similar overnight delivery service. Any notice given in any other fashion shall be deemed to have been given when actually received by the addressee. Any Party may change its address by giving written notice to all other Parties. The addresses of the Parties are as follows:

To the Landowner:

To the Grantee:

To the Council:

Strategic Growth Council

C/O California Department of Conservation, Division of Land Resource
Protection

Attn: Sustainable Agricultural Land Conservation Program

801 K Street, MS 14-01

Sacramento, CA 95814

With a copy sent to:

Strategic Growth Council

Attn: Sustainable Agricultural Land Conservation Program

1400 Tenth Street

Sacramento, CA 95814

26. THE LANDOWNER'S ENVIRONMENTAL WARRANTY.

- a. Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantee or the Council to exercise physical or management control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, or otherwise to become an "owner" or "operator" with respect to the Property as those words are defined and used in Environmental Laws, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any corresponding state and local statute or ordinance.
- b. The Landowner warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property. Moreover, the Landowner hereby promises to defend and indemnify the Grantee and the Council and its agents and assigns against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the 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 the Landowner or any other prior owner of the Property. The Landowner's indemnification obligation will not be affected by any authorizations provided by the Grantee to the Landowner with respect to the Property or any restoration activities carried out by the Grantee at the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after the Effective Date to the Property by the Grantee.
- c. The Landowner warrants that it is in compliance with, will remain in compliance with, all applicable Environmental Laws. The Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

- d. "Environmental Law" or "Environmental Laws" means 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.
- e. "Hazardous Materials" means 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 that may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.
- f. If at any time after the Effective Date 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, the Landowner agrees to take any steps that are required of the Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

27. THE LANDOWNER'S TITLE WARRANTY; NO PRIOR CONSERVATION EASEMENTS.

- a. The Landowner represents and warrants that it owns the entire fee simple interest in the Property, including the entire mineral estate except as otherwise identified in this Easement, and hereby promises to defend this Easement against all claims that may be made against it.
- b. Any and all financial liens or financial encumbrances with priority over this Easement existing as of the date of the recording of this Easement have been subordinated. Exhibit D (Prior Encumbrances) sets forth all prior encumbrances.
- c. The Landowner represents and warrants that the Property is not subject to any restrictions or easements other than what is identified in in Exhibit D.

28. GRANTING SUBSEQUENT EASEMENTS, INTERESTS IN LAND, OR USE RESTRICTIONS.

- a. With permission of the Grantee pursuant to Section 4, the Landowner may grant subsequent easements, including conservation easements, interests

in land, or use restrictions on the Property. Under no circumstances shall the Grantee approve the granting of subsequent easements, interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the Property.

- b. The Grantee's written approval shall be obtained at least thirty (30) days in advance of the Landowner's execution of any proposed subsequent easement, interests in land, or use restriction on the Property, and such subsequent easements, interests in land, and use restrictions shall make reference to and be subordinate to this Easement.
- c. The Grantee shall notify the Council immediately upon receipt of request by the Landowner to grant a subsequent easement, interest in land, or use restriction on the Property, and provide copies of documents associated with such a request to the Council.
- d. The Grantee shall notify the Council once it has approved the grant of any subsequent easement, interest in land, or use restriction on the Property, and provided copies of the recorded documents in that year's annual report unless otherwise requested.

29. SEVERABILITY.

If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

30. EXECUTION BEFORE A NOTARY PUBLIC AND RECORDATION.

All signatures of the Parties and all documents executed pursuant to this Easement and any amendments shall be acknowledged before a Notary Public, and a certificate of acknowledgement shall be attached. to allow documents to be recorded

This Easement and any amendment and related documents shall be recorded in in the Office of the Recorder of < County> County, California.

31. COUNTERPARTS.

This Easement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original and as if all of the parties to the aggregate counterparts had signed the same instrument.

32. EFFECTIVE DATE.

The Effective Date is the date of the signature of the final party to sign.

33. ENTIRE AGREEMENT.

This Easement, including the attached exhibits and the Baseline Report, is the final and complete expression of the agreement between the parties with respect to the subject matter contained herein. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superseded by this written instrument.

The exhibits attached to and included in this Easement are:

Exhibit A - Legal Description

Exhibit B - Vicinity Map

Exhibit C - Building Envelope and Existing Improvements

Exhibit D - Prior Encumbrances

34. GRANTEE ACCEPTANCE OF CONVEYANCES AND CONSENT TO RECORDING.

By execution of this Agreement, the Grantee acknowledges it is authorized by Grantee's Board of Directors/Trustees, and Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement and consents to the recording of the conveyances and other documents executed pursuant to this Easement.

By their respective signatures below each party has caused this Easement to be executed.

LANDOWNER

[Landowner's Name].

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

GRANTEE

[Grantee's Name],

a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

Exhibit A
(Legal Description)

Exhibit B
(Vicinity Map)

Exhibit C

(Building Envelope and Existing Improvements)

Exhibit D
(Prior Encumbrances)