

**Recording requested by and when recorded please return to:**

[Grantee's name & address]

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**DEED OF AGRICULTURAL CONSERVATION EASEMENT**

This Deed of Agricultural Conservation Easement is granted on this \_\_\_\_ of \_\_\_\_\_ 2015, 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 National 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 date of this Easement. Both the Landowner and the Grantee shall retain duplicate original copies

37 of the Baseline Report. The Baseline Report may be used to establish whether a  
38 change in the use or condition of the Property has occurred, but its existence shall not  
39 preclude the use of other evidence to establish the condition of the Property as of the  
40 date of this Easement.

41  
42 C. The Budget Act of 2014 appropriated \$130 million from the California Air Resources  
43 Board's California Climate Investment Fund, also known as the Greenhouse  
44 Reduction Fund, to develop and implement the Affordable Housing and Sustainable  
45 Communities Program (Program). Beginning in FY 2015-16, 20 percent of  
46 California Climate Investment Fund's annual proceeds go to the Program. The goal  
47 of the Program, which is administered by the Strategic Growth Council ("Council"),  
48 is to reduce greenhouse gas emissions through projects that implement land use,  
49 housing, transportation, and agricultural land preservation practices to support infill  
50 and compact development. Projects eligible for funding include the acquisition of  
51 agricultural conservation easements to protect agricultural lands that are under  
52 pressure of conversion to nonagricultural uses.

53  
54 D. On behalf of the Council and the Natural Resources Agency, the Department  
55 administers the Sustainable Agricultural Lands Conservation Program ("SALCP").  
56 SALCP supports the Program's goal by investing in the acquisition of agricultural  
57 conservation easements at risk of conversion thereby reducing greenhouse gas  
58 emissions. These acquisitions can support a healthy agricultural economy, provide  
59 food security, encourage smart growth, and ensure agricultural and open space  
60 remains available.

61  
62 E. As administrator of SALCP, the Department (hereinafter alternatively referred to as  
63 the "Department" or "Department of Conservation") has made a grant of funds to the  
64 Grantee from the California Climate Investment Fund to support the acquisition of  
65 this Easement. These funds represent a substantial investment by the people of the  
66 State of California in the long-term conservation of valuable agricultural land and the  
67 retention of agricultural land in perpetuity. The Property and this Easement have met  
68 the mandatory eligibility criteria, certain selection criteria and have multiple natural  
69 resource conservation objectives from the 2014 Sustainable Agricultural Lands  
70 Conservation Program Guidelines and Request for Grant Applications. The rights  
71 vested herein in the State of California arise out of its statutory role in fostering the  
72 conservation of agricultural land in California and its role as fiduciary for the public  
73 investment represented by the California Climate Investment Fund.

74  
75 F. The Landowner grants this Easement for valuable consideration to the Grantee for the  
76 purpose of assuring that, under the Grantee's perpetual stewardship, the agricultural  
77 productive capacity and open space character of the Property will be conserved and  
78 maintained forever, and that uses of the land that are inconsistent with these  
79 conservation purposes will be prevented or corrected. The parties agree, however,  
80 that the current agricultural use of, and improvements to, the Property are consistent  
81 with the conservation purposes of this Easement.

82

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

86  
87 The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. section 4201 et seq.,  
88 whose purpose is “to minimize the extent to which Federal programs and policies  
89 contribute to the unnecessary and irreversible conversion of farmland to  
90 nonagricultural uses, and to assure that Federal programs are administered in a  
91 manner that, to the extent practicable, will be compatible with State, unit of local  
92 government and private programs and policies to protect farmland;”

93  
94 California Civil Code at Part 2, Chapter 4, (commencing with section 815), which  
95 defines and authorizes perpetual conservation easements;

96  
97 California Constitution Article XIII, section 8, California Revenue and Taxation  
98 Code sections 421.5 and 422.5, and California Civil Code section 815.1, under  
99 which this Agricultural Conservation Easement is an enforceable restriction,  
100 requiring that the Property’s tax valuation be consistent with restriction of its use  
101 for purposes of food and fiber production and conservation of natural resources;

102  
103 Section 10200 et seq. of the California Public Resources Code, which creates the  
104 California Farmland Conservancy Program within the Department, provides  
105 Department authority for agricultural land protection, and eligibility for funding  
106 under SALCP;

107  
108 Section 51220 of the California Government Code, which declares a public  
109 interest in the preservation of agricultural lands, by providing that “agricultural  
110 lands have a definitive public value as open space” and “that the discouragement of  
111 premature and unnecessary conversion of agricultural land to urban uses is a matter  
112 of public interest”;

113  
114 California Food and Agriculture Code Section 821 states that one of the major  
115 principles of the State's agricultural policy is "to sustain the long-term productivity  
116 of the State's farms by conserving and protecting the soil, water, and air, which are  
117 agriculture's basic resources;"

118  
119 The California General Plan law section 65300 et seq. and Section 65400 et seq.  
120 of the California Government Code, and the [*County name*] County General Plan,  
121 as updated on [*Update date*], which includes as one of its goals to protect  
122 farmlands designated as prime, of statewide importance, unique, or of local  
123 importance from conversion to and encroachment of non-agricultural uses; and,

124  
125 Resolution No. [*Resolution number*], approved by the Board of Supervisors of  
126 [*County name*] County on the [*day*] of [*month*], [*year*], which expresses support  
127 for the acquisition of this Easement and finds that the acquisition is consistent  
128 with the County’s General Plan and the Resolution’s findings. (NOTE: If the

129 Property lies within the Sphere of Influence of an incorporated city, both the city  
130 and county must pass resolutions of support.)  
131

132 H. The Grantee is a California nonprofit organization within the meaning of California  
133 Public Resources Code section 10221 and California Civil Code section 815.3 and is  
134 a tax exempt and “qualified conservation organization” within the meaning of  
135 Sections 501(c)(3) and 170(b)(1)(A)(iv) as defined by the United States Internal  
136 Revenue Code. Grantee, as certified by a resolution of Grantee's Board of Trustees,  
137 accepts the responsibility of enforcing the terms of this Easement and upholding its  
138 conservation purposes forever.  
139

#### 140 GRANT OF AGRICULTURAL CONSERVATION EASEMENT 141

142 Now, therefore, for the reasons given, and in consideration of their mutual  
143 promises and covenants, terms, conditions and restrictions contained herein, and other  
144 good and valuable consideration, the receipt and adequacy of which are hereby  
145 acknowledged, the Landowner voluntarily grants and conveys to the Grantee, and the  
146 Grantee voluntarily accepts, a perpetual conservation easement, as defined by Section  
147 815.1 and 815.2 of the California Civil Code and California Public Resources Code  
148 section 10211, and of the nature and character described in this Easement for the purpose  
149 described below, and agree as follows:  
150

##### 151 1. *Conservation Purpose.* 152

153 The conservation purpose (“Conservation Purpose” or “Purpose”) of this Easement is  
154 to enable the Property to remain in productive agricultural use in perpetuity by  
155 preventing and correcting uses of the Property prohibited by the provisions of this  
156 Easement. To the extent that the preservation of the open space character and [*scenic,*  
157 *habitat, natural, or historic, etc.*] values of the Property are consistent with such use,  
158 it is within the Purpose of this Easement to protect those values.  
159

##### 160 2. *Right to Use Property for Agricultural Purposes.* 161

162 The Landowner retains the right to use the Property for agricultural purposes, or to  
163 permit others to use the Property for agricultural purposes, in accordance with applicable  
164 law and this Easement.  
165

##### 166 3. *Prohibited Uses.* 167

168 The Landowner shall not perform, nor knowingly allow others to perform, any act on  
169 or affecting the Property that is inconsistent with this Easement. Any use or activity  
170 that would diminish or impair the agricultural productive capacity, future viability,  
171 and open space character [*or scenic, habitat, natural, historic etc. values*] of the  
172 Property, or that would cause significant soil degradation or erosion, restrict  
173 agricultural husbandry practices, or that is otherwise inconsistent with the  
174 Conservation Purpose is prohibited (“Prohibited Use”). “Husbandry practices” means

175 agricultural activities, such as those specified in Section 3482.5(e) of the California  
176 Civil Code, conducted or maintained for commercial purposes in a manner consistent  
177 with proper and accepted customs and standards, as established and followed by  
178 similar agricultural operations in the same locality. This Easement authorizes the  
179 Grantee to enforce these covenants in the manner described herein. However, unless  
180 otherwise specified, nothing in this Easement shall require the Landowner to take any  
181 action to restore the condition of the Property after any Act of God or other event  
182 over which it had no control. The Landowner understands that nothing in this  
183 Easement relieves it of any obligation or restriction on the use of the Property  
184 imposed by law.

185  
186 4. *Permission of the Grantee.*

187  
188 Where the Landowner is expressly required to obtain the Grantee's permission for a  
189 proposed use hereunder, said permission (a) shall not be unreasonably delayed or  
190 withheld by the Grantee, (b) shall be sought and given in writing, with copies of all  
191 documents to be provided to the Department, and (c) shall in all cases be obtained by  
192 the Landowner prior to the Landowner's undertaking of the proposed use. The  
193 Grantee shall grant permission to the Landowner only where the Grantee, acting in  
194 the Grantee's sole reasonable discretion and in good faith, determines that the  
195 proposed use is not a "Prohibited Use" per Section 3.

196  
197 5. *Construction or Placement of Buildings and Other Improvements; Prior Notice*  
198 *Required.*

199  
200 The Landowner may undertake construction, erection, installation, or placement of  
201 buildings, structures, or other improvements on the Property only as provided in  
202 subsections (a) through (e) below. The Landowner shall give at least thirty (30) days'  
203 advance notice to the Grantee prior to seeking any building or grading permit, zoning  
204 change, or environmental regulatory review, in writing in accordance with Section 24,  
205 providing the Grantee with adequate information, documents and plans so as to  
206 enable the Grantee to confirm compliance with this Easement and enable the Grantee  
207 to keep its records current.

208  
209 All other construction, erection, installation, or placement of buildings, structures, or  
210 other improvements on the Property is prohibited. Before undertaking any  
211 construction, erection, installation or placement that requires permission, the  
212 Landowner shall notify the Grantee and obtain prior written permission from the  
213 Grantee.

214  
215 For purposes of this section, the term "improvements" shall not refer to, and  
216 specifically excludes, crops, plants, trees, vines, or other living improvements planted  
217 for agricultural purposes, nor shall it refer to irrigation improvements necessary or  
218 desirable to irrigate the Property for agricultural purposes, all of which may be made  
219 without permission of the Grantee.

- 221 a) Fences: Existing fences may be repaired and replaced without permission of the  
222 Grantee. New fences may be built anywhere on the Property for purposes of  
223 reasonable and customary agricultural management, and for security of farm  
224 produce, livestock, equipment, and improvements on the Property, without  
225 permission of the Grantee.  
226
- 227 b) Agricultural Structures and Improvements: Existing agricultural structures and  
228 improvements as shown in Exhibit C and more fully described in the Baseline  
229 Report, may be repaired, reasonably enlarged, and replaced at their current  
230 locations within the Building envelope for agricultural purposes without  
231 permission from the Grantee. New buildings and other structures and  
232 improvements to be used solely for agricultural production on the Property or sale  
233 of farm products predominantly grown or raised on the Property, including barns  
234 and equipment sheds, but not including any dwelling or farm labor housing, may  
235 be built, repaired, reasonably enlarged, and replaced on the Property only and  
236 entirely within the Building Envelope depicted in Exhibit C, without permission  
237 of the Grantee. Any other agricultural production or marketing-related structures  
238 may be constructed only with permission of the Grantee pursuant to Section 4,  
239 and then only and entirely within the Building Envelope.  
240
- 241 c) Residential Dwellings: The single-family dwelling shown in Exhibit C may be  
242 repaired, enlarged or replaced only at the current location entirely within the  
243 Building Envelope shown in Exhibit C without permission of the Grantee. Said  
244 single-family dwelling shall not exceed three thousand square feet (3,000 sq. ft.)  
245 of living area. No other residential structures may be constructed or placed on the  
246 Property except for agricultural employee housing per Section 5(d).  
247
- 248 *(NOTE: This placeholder language is intended to be modified on a case-by-case*  
249 *basis for each project, taking into consideration the circumstances of the*  
250 *property, the reserved rights detailed in the grant application, and the*  
251 *requirements of the funder(s).)*  
252
- 253 d) Agricultural Employee Housing: The agricultural employee house shown in  
254 Exhibit C may be repaired, enlarged or replaced only at the current location  
255 entirely within the Building Envelope shown in Exhibit C without permission of  
256 the Grantee. No additional agricultural employee housing may be constructed or  
257 placed on the Property without permission of the Grantee. Grantee may only  
258 grant permission pursuant to Section 4 and only if the Landowner can  
259 demonstrate to the Grantee's satisfaction that such additional agricultural  
260 employee housing is reasonable and necessary for the agricultural operation of the  
261 Property. The aggregate living area of agricultural employee housing shall not  
262 exceed two thousand five hundred square feet (2,500 sq ft.). All agricultural  
263 employee housing must be located entirely within the Building Envelope shown  
264 in Exhibit C.

265  
266 *(NOTE: This placeholder language is intended to be modified on a case-by-case*

267 *basis for each project, taking into consideration the circumstances of the*  
268 *property, the reserved rights detailed in the grant application, and the*  
269 *requirements of the funder(s).)*  
270

- 271 e) Utilities and Septic Systems: Wires, lines, pipes, cables or other facilities  
272 providing electrical, gas, water, sewer, communications, energy generation, or  
273 other utility services solely to serve the improvements permitted herein or to  
274 transmit power generated on the Property may be installed, maintained, repaired,  
275 removed, relocated and replaced. In addition, septic or other underground  
276 sanitary systems serving the improvements permitted herein may be installed,  
277 maintained, repaired, replaced, relocated or improved, but must be located within  
278 the Building Envelope. Renewable power generation and transmission facilities  
279 primarily for agricultural and other permitted uses on the Property may be  
280 constructed within the Building Envelope. Power generated in excess of  
281 requirements on the Property may be sold to appropriate public utilities.  
282 Notwithstanding the foregoing, commercial power generation, collection or  
283 transmission facilities, including wind or solar farms outside of Building  
284 Envelope, and the conveyance of any rights-of-way over, under or on the Property  
285 for any such purpose, are prohibited.  
286

287 6. *No Subdivision.*  
288

289 The division, subdivision, defacto subdivision, or partition of the Property, including  
290 transfer of development rights, whether by physical, legal, or any other process, is  
291 prohibited.  
292

293 The Landowner and Grantee acknowledge and understand that the Property consists  
294 of [number] legal parcel(s), and that no additional, separate legal parcels currently  
295 exist within the Property that may be recognized by a certificate of compliance or  
296 conditional certificate of compliance pursuant to California Government Code section  
297 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys.  
298 The Landowner will not apply for or otherwise seek recognition of additional legal  
299 parcels within the Property based on certificates of compliance or any other authority.  
300 The Landowner shall continue to maintain the legal parcels comprising the Property,  
301 and all interests therein, under common ownership, as though a single legal parcel.  
302

303 Lot line adjustment within the boundary lines of the Easement may be permitted by  
304 the Grantee pursuant to Section 4 for purposes of maintaining, enhancing, or  
305 expanding agricultural practices or productivity on the Property. Such lot line  
306 adjustments shall not increase or decrease the total acreage of the Easement.  
307

308 7. *Extinguishment of Development Rights.*  
309

310 The Landowner hereby grants to the Grantee all development rights except as  
311 specifically reserved in this Easement, that were previously, are now or hereafter  
312 allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the

313 parties agree that such rights are released, terminated, and extinguished, and may not  
314 be used on or transferred by either party to any portion of the Property as it now or  
315 later may be bounded or described, or to any other property adjacent or otherwise, or  
316 used for the purpose of calculating permissible lot yield of the Property or any other  
317 property. This Easement shall not create any development rights.  
318

319 8. *Mining.*  
320

321 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other  
322 mineral substance from the Property is prohibited.  
323

324 The Landowner has requested mining language that is more restrictive than Public  
325 Resource Code section 10262(a):  
326

327 Landowner Initials: \_\_\_\_\_ [and] \_\_\_\_\_  
328  
329

330 *(NOTE: With approval of the funder(s), this section may need to be modified depending*  
331 *on the circumstances of the property and other factors)*  
332

333 9. *Paving and Road Construction*  
334

335 Other than existing roads shown within the Building Envelope as identified in the  
336 Baseline Report, no portion of the Property presently unpaved shall be paved or  
337 otherwise covered with concrete, asphalt, or any other impervious paving material,  
338 unless such measures are required by air quality laws or regulations applicable to the  
339 Property. Except as otherwise permitted herein, no road for access or other purposes  
340 shall be constructed without the permission of the Grantee pursuant to Section 4.  
341 Notwithstanding the foregoing, construction of unpaved farm roads, as necessary or  
342 desirable by agricultural operations, is permitted without permission from the  
343 Grantee. The Landowner shall notify the Grantee of any significant net relocation or  
344 addition of unpaved farm roads.  
345

346 10. *Trash and Storage.*  
347

348 The dumping or accumulation on the Property of any kind of trash, refuse, sewage,  
349 vehicle bodies or parts, or "Hazardous Materials," as defined in Section 25 is  
350 prohibited. Farm-related trash and refuse produced on the Property may be  
351 temporarily stored on the Property subject to all applicable laws. The storage of  
352 agricultural products and byproducts produced on the Property and materials  
353 reasonably required for agricultural production on the Property, including Hazardous  
354 Materials, is permitted as long as it is done in accordance with all applicable  
355 government laws and regulations.  
356

357 11. *Commercial Signs.*  
358

359 Commercial signs (including billboards) unrelated to permitted activities conducted

360 on the Property are prohibited.  
361  
362

363 12. *Recreational Uses; Motorized Vehicle Use Off Roadways*

364  
365 Resort structures, athletic fields, golf courses, non-residential swimming pools, public  
366 or commercial airstrips, commercial equestrian facilities, public or commercial  
367 helicopter pads, and any other non-agricultural recreational structures or facilities are  
368 prohibited on the Property. Recreational structures or improvements for the personal  
369 use of the Landowner and its guests (e.g. swimming pool, tennis court) are permitted  
370 only within the Building Envelope. The use of motorized vehicles off roadways and  
371 outside of the Building Envelope is prohibited except where used for agricultural  
372 production, property maintenance and security, or for the purpose of monitoring this  
373 Easement.

374  
375 13. *Water Rights.*

376  
377 The Landowner shall retain and reserve all ground water, and all appropriate,  
378 prescriptive, contractual or other water rights appurtenant to the Property at the time  
379 this Easement becomes effective. The Landowner shall not permanently transfer,  
380 encumber, lease, sell, or otherwise separate such quantity of water or water rights  
381 from title to the Property itself. Permanent separation of water or water rights is  
382 prohibited. Only that quantity of water or water rights that is not necessary for  
383 present or future agricultural production on the Property may be temporarily  
384 distributed. Any temporary distribution shall not impair the future agricultural use or  
385 open space character of the Property. All water shall be retained in [*County name*]  
386 County for agricultural production and used in conjunction with the improvements  
387 permitted by Section 5 of this Easement only. Water may be temporarily distributed  
388 to a contiguous property or other property owned or leased by the Landowner on an  
389 annual basis for agricultural production only.

390  
391 14. *Rights Retained by the Landowner.*

392  
393 Subject to Section 7 and to interpretation under Section 23, as owner of the Property,  
394 the Landowner reserves all interests in the Property not transferred, conveyed,  
395 restricted, prohibited or extinguished by this Easement. These ownership rights  
396 include, but are not limited to, the right to sell, lease, or otherwise transfer the  
397 Property to anyone the Landowner chooses, as well as the right to privacy, the right to  
398 exclude any member of the public from trespassing on the Property, and any other  
399 rights consistent with the Purpose of this Easement. Nothing contained herein shall  
400 be construed as a grant to the general public of any right to enter upon any part of the  
401 Property.

402  
403 Nothing in this Easement relieves the Landowner of any obligation or restriction on  
404 the use of the Property imposed by law.  
405

406 15. *Responsibilities of the Landowner and the Grantee Not Affected.*  
407

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

- 411
- 412 a) Taxes: The Landowner shall be solely responsible for payment of all taxes and  
413 assessments levied against the Property. If the Grantee ever pays any taxes or  
414 assessments on the Property, or if the Grantee pays levies on the Landowner's  
415 interest in order to protect Grantee's interests in the Property, the Landowner will  
416 reimburse the Grantee for the same. It is intended that this Easement constitute an  
417 enforceable restriction within the meaning of Article XIII, Section 8 of the  
418 California Constitution and that this Easement qualify as an enforceable  
419 restriction under the provisions of California Revenue and Taxation Code  
420 Sections 402.1(a)(8) and 423.
- 421
- 422 b) Upkeep and Maintenance: The Landowner shall be solely responsible for the  
423 upkeep and maintenance of the Property, to the extent it may be required by law.  
424 The Grantee shall have no obligation for the upkeep or maintenance of the  
425 Property. If the Grantee acts to maintain the Property in order to protect the  
426 Grantee's interest in the Property, the Landowner will reimburse the Grantee for  
427 any such costs.
- 428
- 429 c) Liability and Indemnification: In view of the Grantee's and the Department's  
430 negative rights, limited access to the land, and lack of active involvement in the  
431 day-to-day management activities on the Property, the Landowner shall  
432 indemnify, protect, defend and holds harmless the Grantee and the Department,  
433 their officers, directors, members, employees, contractors, legal representatives,  
434 agents, successors and assigns (collectively, "Agents and Assigns") from and  
435 against all liabilities, costs, losses, orders, liens, penalties, claims, demands,  
436 damages, expenses, or causes of action or cases, including without limitation  
437 reasonable attorneys' fees, arising out of or in any way connected with or relating  
438 to the Property or the Easement. The Landowner shall be solely liable for injury  
439 or the death of any person, or physical damage to any property, or any other costs  
440 or liabilities resulting from any act, omission, condition, or other matter related to  
441 or occurring on or about the Property, regardless of cause, unless due to the  
442 negligence or willful misconduct of the Grantee, the Department, and/or their  
443 respective Agents and Assigns. The Grantee shall be named as an additional  
444 insured on Landowner's general liability insurance policy.

445

446 Neither the Grantee, the Department, nor their Agents and Assigns shall have  
447 responsibility for the operation of the Property, monitoring of hazardous  
448 conditions on it, or the protection of the Landowner, the public or any third parties  
449 from risks relating to conditions on the Property. Without limiting the foregoing,  
450 neither the Grantee, the Department, nor their respective Agents and Assigns shall  
451 be liable to the Landowner or other person or entity in connection with consents

452 given or withheld, or in connection with any entry upon the Property occurring  
453 pursuant to this Easement, or on account of any claim, liability, damage or  
454 expense suffered or incurred by or threatened against the Landowner or any other  
455 person or entity, except as the claim, liability, damage, or expense is the result of  
456 the gross negligence or intentional misconduct of the Grantee, the Department,  
457 and/or their respective Agents and Assigns.

458

459 *16. Monitoring.*

460

461 The Grantee shall manage its responsibilities as holder of this Easement in order to  
462 uphold the Purpose of this Easement. The Grantee's responsibilities include, but are  
463 not limited to, annual monitoring, such additional monitoring as circumstances may  
464 require, record keeping, and enforcement of this Easement, for the purpose of  
465 preserving the Property's agricultural productive capacity and open space character in  
466 perpetuity. Failure of the Grantee to carry out these responsibilities shall not impair  
467 the validity of this Easement or limit its enforceability in any way. With reasonable  
468 advance notice (except in the event of an emergency circumstance or prevention of a  
469 threatened breach), Grantee shall have the right to enter upon, inspect, observe,  
470 monitor and evaluate the Property to identify the current condition of, and uses and  
471 practices on the Property and to determine whether the condition, uses and practices  
472 are consistent with this Easement.

473

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

479

480 The Grantee shall report to the Department by June 30 of each year after the annual  
481 monitoring visit, describing method of monitoring, condition of the Property, stating  
482 whether any violations were found during the period, describing any corrective  
483 actions taken, the resolution of any violation, and any transfer of interest in the  
484 Property. Failure to do so shall not impair the validity of this Easement or limit its  
485 enforceability in any way.

486

487 *17. Enforcement.*

488

489 The Grantee may take all actions that it deems necessary to ensure compliance with  
490 the terms, conditions, covenants, and purposes of this Easement. The Grantee shall  
491 have the right to prevent and correct violations of the terms, conditions, covenants,  
492 and purposes of this Easement. If the Grantee finds what it believes is a violation or  
493 potential violation, it may at its discretion take appropriate legal action to ensure  
494 compliance with the terms, conditions, covenants, and purposes of this Easement and  
495 shall have the right to correct violations and prevent the threat of violations. Except  
496 when an ongoing or imminent violation could irreversibly diminish or impair the  
497 agricultural productive capacity and open space character of the Property, the Grantee

498 shall give the Landowner written notice of the violation or potential violation, and  
499 thirty (30) days to correct it, before filing any legal action.

500  
501 If a court with jurisdiction determines that a violation may exist, has occurred, or is  
502 about to occur, the Grantee may obtain an injunction, specific performance, or any  
503 other appropriate equitable or legal remedy, including (i) money damages, including  
504 damages for the loss of the agricultural conservation values protected by this  
505 Easement, (ii) restoration of the Property to its condition existing prior to such  
506 violation, and (iii) an award for all of the Grantee's expenses incurred in stopping and  
507 correcting the violation, including but not limited to reasonable attorney's fees. The  
508 failure of the Grantee to discover a violation or potential violation, or to take  
509 immediate legal action to prevent or correct a violation or potential violation known  
510 to the Grantee, shall not bar the Grantee from taking subsequent legal action. The  
511 Grantee's remedies under this section shall be cumulative and shall be in addition to  
512 all remedies now or hereafter existing at law or in equity.

513  
514 Without limiting the Landowner's liability therefor, the Grantee shall apply damages  
515 recovered to the cost of undertaking any corrective action on the Property. Should  
516 the restoration of lost values be impossible or impractical for whatever reason, the  
517 Grantee shall apply any and all damages recovered to furthering its mission, with  
518 primary emphasis on agricultural conservation easement acquisition and enforcement.

519  
520 In the event the Grantee fails to enforce any term, condition, covenant or purpose of  
521 this Easement, as determined by the Department's Director, the Director and  
522 successors and assigns shall have the right to enforce the Easement after giving notice  
523 to the Grantee and the Landowner and providing a reasonable opportunity under the  
524 circumstances for the Grantee to enforce any term, condition, covenant, or purpose of  
525 the Easement. In the event that the Department's Director has reasonable cause to  
526 suspect that the Grantee has failed to enforce any of the terms, conditions, covenants,  
527 or purposes of the Easement, the Department's Director and successors and assigns  
528 shall be entitled to exercise the same right to enter the Property granted to the  
529 Grantee, including right of immediate entry in the event of an emergency or suspected  
530 emergency where the Department's Director or successor or assign determines that  
531 immediate entry is required to prevent, terminate or mitigate a violation of this  
532 Easement.

533  
534 Failure or refusal to exercise any rights under the terms of this Easement by the  
535 Grantee in the event of a violation by the Landowner of any term herein shall not  
536 constitute a waiver or forfeiture of the Grantee's right to enforce any term, condition,  
537 covenant, or purpose of this Easement.

538  
539 *18. Transfer of Easement.*

540  
541 This Easement may only be assigned or transferred to a private nonprofit organization  
542 that, at the time of transfer, is a "qualified organization" under Section 170(h) of the  
543 United States Internal Revenue Code and meets the requirements of Section 815.3(a)

544 of the California Civil Code and has similar purposes to preserve agricultural lands  
545 and open space. If no such private nonprofit organization exists or is willing to  
546 assume the responsibilities imposed by this Easement, then this Easement may be  
547 transferred to any public agency authorized to hold interests in real property as  
548 provided in Section 815.3(b) of the California Civil Code. Such an assignment or  
549 transfer may proceed only if the organization or agency expressly agrees to assume  
550 the responsibility imposed on the Grantee by the terms of this Easement and is  
551 expressly willing and able to hold this Easement for the Purpose for which it was  
552 created. All assignment and assumption agreements transferring the Easement shall  
553 be duly recorded in <County name> County.

554  
555 If the Grantee should desire to assign or transfer this Easement, the Grantee must  
556 obtain written permission from the Landowner and the Department, which permission  
557 shall not be unreasonably withheld.

558  
559 If the Grantee or its successors ever ceases to exist or no longer qualifies under  
560 Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the  
561 Department, in consultation with the Landowner, shall identify and select an  
562 appropriate private or public entity to whom this Easement shall be transferred.

563  
564 19. *Perpetual Duration and No Merger of Title.*

565  
566 Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with section  
567 815), which defines and authorizes perpetual conservation easements; this Easement  
568 shall run with the land in perpetuity. Every provision of this Easement that applies to  
569 the Landowner or the Grantee shall also apply to their respective agents, heirs,  
570 executors, administrators, assigns, and all other successors as their interests may  
571 appear.

572  
573 No merger of title, estate or interest shall be deemed effected by any previous,  
574 contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in  
575 the Property, or any portion thereof, to the Grantee, or its successors or assigns. It is  
576 the express intent of the parties that this Easement not be extinguished by, merged  
577 into, modified, or otherwise deemed affected by any other interest or estate in the  
578 Property now or hereafter held by the Grantee or its successors or assigns.

579  
580 20. *Transfer of Property Interest.*

581  
582 Any time the Property itself, or any interest in it, is transferred by the Landowner to  
583 any third party, the Landowner shall notify the Grantee and the Department in writing  
584 at least thirty (30) days prior to the transfer of the Property or interest, and the  
585 document of conveyance shall expressly incorporate by reference this Easement. Any  
586 document conveying a lease of the Property shall expressly incorporate by reference  
587 this Easement. Failure of the Landowner to do so shall not impair the validity of this  
588 Easement or limit its enforceability in any way.

590 21. *Amendment of Easement.*

591  
592 This Easement may be amended only with the written consent of the Landowner, the  
593 Grantee, and the Department's Director. The Grantee must provide timely written  
594 notice to the Department's Director of any proposed amendment(s). Any such  
595 amendment shall be consistent with the Purpose of this Easement and with the  
596 Grantee's easement amendment policies, and shall comply with all applicable laws,  
597 including Section 170(h) of the Internal Revenue Code, or any regulations  
598 promulgated in accordance with that section, and with Section 815 et seq. of the  
599 California Civil Code, and the California Farmland Conservancy Program Act as  
600 codified in Section 10200 et seq. of the California Public Resources Code, and any  
601 regulations promulgated thereunder. No amendment shall diminish or affect the  
602 perpetual duration or the Purpose of this Easement, nor the status or rights of the  
603 Grantee under the terms of this Easement.

604  
605 This Easement and any amendment to it shall be recorded in [*County name*] County.  
606 Copies of any amendments to this Easement shall be provided to the Department  
607 within 30 days of recordation.

608  
609 22. *Extinguishment, Termination, and Eminent Domain*

610  
611 *(NOTE: Due to the 2014 SALCP Guidelines and California Climate Investments*  
612 *Funding requirements, the Landowner must waive the administrative termination*  
613 *provision defined in Public Resources Code sections 10270-77. As a result, potential*  
614 *easement extinguishment or termination shall be governed solely by judicial termination*  
615 *proceedings or Eminent Domain.)*

- 616  
617 a) It is the intention of the parties that the Conservation Purpose of this Easement  
618 shall be carried out forever as provided in the Section 10211 of the California  
619 Public Resources Code, Section 815 et seq. of the California Civil Code.  
620 Accordingly, Landowner hereby waives on behalf of the Landowner and the  
621 Landowner's successors and assigns all rights at law or in equity to request a  
622 termination of this Easement pursuant to Public Resources Code sections 10270 et  
623 seq.

624  
625 Waiver of Right to Request Administrative Termination:

626  
627 Landowner Initials: \_\_\_\_\_ [*and*] \_\_\_\_\_

- 628  
629 b) If circumstances arise in the future that render all of the Purposes of this Easement  
630 impossible to accomplish, this Easement may be terminated or extinguished,  
631 whether in whole or in part, on the initiative of the Grantee or the Landowner, but  
632 only by judicial proceedings in a court of competent jurisdiction. The Grantee  
633 shall give notice to the Department of any prospective termination or  
634 extinguishment of this Easement not less than sixty (60) business days before  
635 initiating such proceedings. The Department may intervene in any such judicial

636 proceedings to protect or retain this Easement.

637

638 No inaction or silence by the Grantee shall be construed as abandonment of the  
639 Easement. The fact that the Property is not in agricultural use, or that agricultural  
640 use is no longer possible, is not reason for termination or extinguishment of this  
641 Easement so long as any of the Purposes of this Easement remains possible to  
642 accomplish. Other than pursuant to eminent domain or purchase in lieu of  
643 eminent domain to acquire an interest in the Property necessary for a public use,  
644 no other voluntary or involuntary sale, exchange, conversion, transfer,  
645 assignment, lease, mortgage or other encumbrance, alienation or conveyance of  
646 any kind of all or part of the Property, or of any interest in it, shall limit or  
647 terminate or extinguish the provisions of this Easement.

648

649 Compensation of the Grantee and the Department on account of judicial  
650 termination or extinguishment shall proceed as follows. The value of the  
651 Easement terminated or extinguished shall be determined in accordance with this  
652 Section 22(c), and the Grantee shall be entitled to receive from the Landowner the  
653 entire value of the Easement to the extent terminated or extinguished. Until such  
654 entitlement is paid to the Grantee in full, the amount of that entitlement shall be a  
655 first priority lien on the Property with the same seniority as this Easement. That  
656 entitlement shall be paid to the Grantee from the proceeds of all sales, exchanges,  
657 or involuntary conversions of all or any portion of the Property subsequent to  
658 such termination or extinguishment until paid in full. Upon receipt by the Grantee  
659 of any such entitlement payments, those payments shall be allocated among  
660 Grantee and the Department proportionate to the contribution each made to the  
661 purchase of this Easement. Those proportionate shares are X% Grantee and X%  
662 Department. This Easement shall not be deemed terminated or extinguished until  
663 full payment is received by the Department and the Grantee.

664

- 665 c) The grant of this Easement gives rise to a property right immediately vested in  
666 Grantee. For the purpose of determining the value of the Easement and the  
667 amount to be paid to Grantee and the Department upon termination,  
668 extinguishment, or acquisition for a necessary public use of the Easement or any  
669 interest therein, and for the purpose of allocating proceeds from a sale or other  
670 disposition of the Property at the time of termination of the Easement and the  
671 Grantee's property right therein, the following shall apply:

672

673 As of the date of this Easement, an "Easement Percentage" is hereby  
674 defined and established as the ratio of the value of the Easement at the  
675 time of this grant to the value of the Property, unencumbered by the  
676 Easement, at the time of this grant. The values of the Property shall  
677 exclude any amounts attributable to improvements on the Property. For  
678 the purposes of defining the "Easement Percentage," the Landowner and  
679 the Grantee agree that the ratio of the value of the Easement to the value  
680 of the Property unencumbered by the Easement is [X%].

681

682 Such ratio is a fraction, the numerator of which is the value of the  
683 Easement and the denominator is the value of the Property unencumbered  
684 by the Easement and as determined by an appraisal of the Property  
685 approved by the Department prior to funding the acquisition of this  
686 Easement. This Easement Percentage shall remain constant.  
687

688 The parties stipulate and agree that the Easement shall have a fair market value  
689 determined as the greater of:

- 690
- 691 i. The fair market value of the Property, excluding the value of the  
692 improvements on the Property, as though unencumbered by this  
693 Easement, at the time of the proposed termination, as determined by an  
694 appraisal prepared by a qualified appraiser acceptable to the  
695 Landowner and the Grantee, multiplied by the Easement Percentage;  
696 or
  - 697
  - 698 ii. The value of the Easement at the time of the proposed termination as  
699 determined by a qualified appraiser mutually acceptable to the  
700 Landowner and the Grantee.  
701

702 The appraiser shall follow the appraisal instructions jointly agreed to by the  
703 Landowner, Grantee and Department. The appraisal shall include a before and  
704 after analysis to assign value. Appraisals shall conform to the Uniform Standards  
705 of Professional Appraisal Practices.  
706

707 If the Landowner has initiated termination of the Easement through a judicial  
708 proceeding, the Landowner shall pay the cost of the appraisal, and the appraisal is  
709 subject to approval by the Department.  
710

711 Nothing herein shall prevent the Landowner, the Grantee, or the Department from  
712 having an appraisal prepared at its own expense.  
713

- 714 d) If the Landowner receives notice, formal or informal, that any public, corporate,  
715 or other authority intends to exercise or has threatened to exercise its power of  
716 eminent domain as to the Property or any portion thereof or any interest therein,  
717 Landowner shall promptly, and in any event in not less than fifteen (15) business  
718 days after receipt of such notice, give written notice to the Grantee and the  
719 Department of such receipt together with a copy of any and all communications  
720 (including, without limitation, electronic transmissions) related to such  
721 prospective eminent domain proceedings. The Landowner shall thereafter  
722 promptly provide to the Grantee and the Department copies of all further  
723 communications related to such proceedings and cooperate with the Grantee and  
724 the Department in responding to such proceedings.  
725
- 726 e) Should all or part of the Property or any interest in it be proposed for acquisition  
727 for a necessary public use by public, corporate, or other authority with the power  
728 of eminent domain (“Acquiring Entity”), the Landowner and the Grantee shall

729 join in appropriate actions to recover the full value of the proposed acquisition  
730 and all incidental or direct damages resulting from the proposed acquisition as  
731 well as all other payments to which they may be entitled by law  
732 (“Compensation”). The Compensation of such proceeding of the Landowner and  
733 the Grantee shall be divided in accordance with the proportionate values of the  
734 Landowner's and the Grantee's interests as specified in this Section 22(c), unless  
735 otherwise provided by applicable law. The Acquiring Entity shall pay  
736 Compensation directly to the Landowner and the Grantee.

737  
738 If the Grantee receives any Compensation or proceeds whether by agreement, by  
739 court order or otherwise for a taking by eminent domain or by purchase in lieu of  
740 eminent domain of all or any portion of this Easement, those proceeds shall be  
741 allocated among the Grantee and the Department proportionate to the contribution  
742 each made to the purchase of this Easement according to the following  
743 percentages: X% the Grantee and X% the Department.

744  
745 This Easement shall not be deemed terminated, extinguished, or otherwise  
746 affected until both the Department and the Grantee have received full payment.

747  
748 f) Additionally, acquisition of the Easement through the power of eminent domain is  
749 subject to the requirements of Section 10261 of the California Public Resources  
750 Code, the eminent domain laws of the State of California, including Section  
751 1240.510 or Section 1240.610 of the Code of Civil Procedure, federal law, and  
752 this Easement. The Property may not be taken by eminent domain or in lieu of  
753 eminent domain if the planned use is more than seven (7) years in the future  
754 (California Code of Civil Procedure section 1240.220). Purchase in lieu of  
755 condemnation, or settlement of an eminent domain proceeding, shall occur  
756 pursuant to applicable laws and procedures, including but not limited to California  
757 Government Code sections 7267.1 and 7267.2, and shall require approval of the  
758 Grantee and the Department’s Director. The Grantee and the Department shall  
759 have an opportunity to accompany the appraiser for the Acquiring Entity when the  
760 appraiser goes on the Property with Landowner. Should this Easement be  
761 condemned or otherwise terminated on any portion of the Property, the balance of  
762 the Property shall remain subject to this Easement and reimbursement shall be  
763 pro-rated. In this event, all relevant related documents shall be updated and re-  
764 recorded by the Grantee to reflect the modified easement area. Encumbrances  
765 junior to this Easement shall remain subordinate to the Easement as amended.

766  
767 *(NOTE: Additional IRS language may need to be used for landowners seeking*  
768 *IRS recognition of a charitable donation)*

769  
770 g) If the Grantee obtains payment on a claim under a title insurance policy insuring  
771 this Easement, payment shall be distributed as set forth this Section 22(c).

772

773 23. *Interpretation.*

774

775 a) This Easement shall be interpreted under the laws of the State of California,  
776 resolving any ambiguities and questions of the validity of specific provisions so as  
777 to give maximum effect to its conservation purposes.

778

779 b) References to specific authorities in this Easement shall be to the statute, rule,  
780 regulation, ordinance, or other legal provision that is in effect at the time this  
781 Easement becomes effective.

782

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

786

787 24. *Notices.*

788

789 Any notices to the Landowner and the Grantee required by this Easement shall be in  
790 writing and shall be personally delivered or sent by First-Class Mail to the following  
791 addresses, unless a party has been notified by the other of a change of address:

792

793 To the Landowner:

794

795 \_\_\_\_\_  
796 \_\_\_\_\_  
797 \_\_\_\_\_

798

799 To the Grantee:

800

801 \_\_\_\_\_  
802 \_\_\_\_\_  
803 \_\_\_\_\_

804

805 Any notices required by this Easement to be sent to the Department shall be in writing  
806 and shall be personally delivered or sent by First-Class mail, at the following address,  
807 unless a party has been notified by the Department of a change of address:

808

809 To the Department of Conservation:

810

811 Department of Conservation  
812 801 K Street, MS 14-01  
813 Sacramento, CA 95814  
814 Attn: Sustainable Agricultural Land Conservation Program

815

816 25. *The Landowner's Environmental Warranty.*

- 817
- 818 a) Nothing in this Easement shall be construed as giving rise to any right or ability in
- 819 the Grantee or the Department of Conservation to exercise physical or
- 820 management control over the day-to-day operations of the Property, or any of the
- 821 Landowner's activities on the Property, or otherwise to become an "owner" or
- 822 "operator" with respect to the Property as those words are defined and used in
- 823 environmental laws, including the Comprehensive Environmental Response,
- 824 Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any
- 825 corresponding state and local statute or ordinance.
- 826
- 827 b) The Landowner warrants that it has no actual knowledge of a release or
- 828 threatened release of any Hazardous Materials on, at, beneath or from the
- 829 Property. Moreover the Landowner hereby promises to defend and indemnify the
- 830 Grantee and the Department against all litigation, claims, demands, penalties and
- 831 damages, including reasonable attorneys' fees, arising from or connected with the
- 832 release or threatened release of any Hazardous Materials on, at, beneath or from
- 833 the Property, or arising from or connected with a violation of any Environmental
- 834 Laws by the Landowner or any other prior owner of the Property. The
- 835 Landowner's indemnification obligation will not be affected by any
- 836 authorizations provided by the Grantee to the Landowner with respect to the
- 837 Property or any restoration activities carried out by the Grantee at the Property;
- 838 provided, however, that the Grantee will be responsible for any Hazardous
- 839 Materials contributed after this date to the Property by the Grantee.
- 840
- 841 c) The Landowner warrants that it is in compliance with, will remain in compliance
- 842 with, all applicable Environmental Laws. The Landowner warrants that there are
- 843 no notices by any governmental authority of any violation or alleged violation of,
- 844 noncompliance or alleged noncompliance with or any liability under any
- 845 Environmental Law relating to the operations or conditions of the Property.
- 846
- 847 d) "Environmental Law" or "Environmental Laws" means any and all federal, state,
- 848 local or municipal laws, rules, orders, regulations, statutes, ordinances, codes,
- 849 guidelines, policies, or requirements of any governmental authority regulating or
- 850 imposing standards of liability or standards of conduct (including common law)
- 851 concerning air, water, solid waste, Hazardous Materials, worker and community
- 852 right-to-know, hazard communication, noise, radioactive material, resource
- 853 protection, subdivision, inland wetlands and watercourses, health protection, and
- 854 similar environmental health, safety, building and land use as may now or at any
- 855 time hereafter be in effect.
- 856
- 857 e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste
- 858 oils, explosives, reactive materials, ignitable materials, corrosive materials,
- 859 hazardous chemicals, hazardous wastes, hazardous substances, extremely
- 860 hazardous substances, toxic substances, toxic chemicals, radioactive materials,
- 861 infectious materials, and any other element, compound, mixture, solution or

862 substance that may pose a present or potential hazard to human health or the  
863 environment or any other material defined and regulated by Environmental Laws.

864

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

873

874 26. *The Landowner's Title Warranty; No Prior Conservation Easements.*

875

876 The Landowner represents and warrants that it owns the entire fee simple interest in  
877 the Property, including the entire mineral estate, and hereby promises to defend this  
878 Easement against all claims that may be made against it. Any and all financial liens  
879 or financial encumbrances with priority over this Easement existing as of the date of  
880 the recording of this Easement have been subordinated. Exhibit D (Prior  
881 Encumbrances) sets forth all prior encumbrances. The Landowner represents and  
882 warrants that the Property is not subject to any other conservation easement  
883 whatsoever.

884

885 27. *Granting Subsequent Easements, Interests in Land, or Use Restrictions.*

886

887 With permission of the Grantee pursuant to Section 4, the Landowner may grant  
888 subsequent easements, including conservation easements, interests in land, or use  
889 restrictions on the Property. Under no circumstances shall the Grantee approve the  
890 granting of subsequent easements, interests in land, or use restrictions that might  
891 diminish or impair the agricultural productive capacity or open space character of the  
892 Property. The Grantee's written approval shall be obtained at least thirty (30) days in  
893 advance of the Landowner's execution of any proposed subsequent easement,  
894 interests in land, or use restriction on the Property, and such subsequent easements,  
895 interests in land, and use restrictions shall make reference to and be subordinate to  
896 this Easement. The Grantee shall notify the Department immediately upon receipt of  
897 request by the Landowner to grant a subsequent easement, interest in land, or use  
898 restriction on the Property. The Grantee shall notify the Department in the event that  
899 it approves the grant of any subsequent easement, interest in land, or use restriction  
900 on the Property.

901

902 28. *Severability.*

903

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

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949

29. *Entire Agreement.*

This Easement 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.

30. *Acceptance.*

As attested by the signature of its [*Position title*] affixed hereto, as authorized by Grantee's Board of Directors/Trustees, in exchange for consideration, the Grantee 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 the Grantee, its successors and assigns, forever.

In Witness Whereof, the Landowner and the Grantee, intending to legally bind themselves, have set their hands on the date first written above.

LANDOWNER

[*Landowner's Name*].

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE

[*Grantee's Name*],  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

950  
951  
952

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

953  
954  
955  
956

State of California  
County of \_\_\_\_\_)

957

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

964

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

967  
968

WITNESS my hand and official seal.

970  
971  
972

Signature \_\_\_\_\_

974  
975  
976

ACKNOWLEDGMENT

977  
978  
979

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

980  
981  
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State of California  
County of \_\_\_\_\_)

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987  
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990

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

991  
992  
993  
994

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

995  
996

WITNESS my hand and official seal.

997  
998  
999

Signature \_\_\_\_\_

1000  
1001

- 1002 ATTACHMENTS
- 1003
- 1004 Exhibit A (Legal Description) Attached
- 1005 Exhibit B (Vicinity Map) Attached
- 1006 Exhibit C (Building Envelope and Existing Improvements) Attached
- 1007 Exhibit D (Prior Encumbrances) Attached
- 1008
- 1009

1010  
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Exhibit A  
(Legal Description)

1016  
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1021

Exhibit B  
(Vicinity Map)

1022  
1023  
1024  
1025  
1026  
1027

Exhibit C  
(Building Envelope and Existing Improvements)

1028  
1029  
1030

Exhibit D  
(Prior Encumbrances)