

MONTEREY COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, Director



HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831) 755-5025
www.co.monterey.ca.us

MEMORANDUM

Scheduled Date: March 13, 2023

To: Ad Hoc Subcommittee of the Agricultural Advisory Committee (Subcommittee)

From: Taylor Price, Assistant Planner

Subject: **Agricultural Conservation Mitigation Program** – Receive the preliminary draft ordinance for Mitigation Requirements for Development on Agricultural Lands and provide feedback to staff.

cc: Melanie Beretti, AICP, Principal Planner
REF220044 Public Distribution List

ACTION:

Receive the preliminary draft ordinance for Mitigation for Development on Agricultural Lands and provide feedback to staff.

SUMMARY:

Staff presented the Agricultural Conservation Mitigation Program (Program) at the Agricultural Advisory Committee (AAC) on May 23, 2022 (Memo and attachments are available at [link](#)), July 28, 2022, and August 25, 2022 (Memo and attachments are available at [link](#)). Additionally, between May 2022 and March 2023, staff conducted a series of public and targeted-stakeholder outreach meetings. Staff conducted recent stakeholder outreach to the Local Agency Formation Commission of Monterey County (LAFCO) to understand annexations and the annexation process better. Staff met with the Salinas Valley Cities mayors and city managers to better understand their concerns and recommendations about the countywide policy as it relates to annexations.

Staff conducted a workshop with the Planning Commission (Commission) on October 26, 2022, with policy recommendations regarding the development of the ordinance to mitigate the loss of agricultural lands due to development in the unincorporated inland areas of Monterey County (Staff report and attachments available at [County of Monterey - File #: PC 22-090 \(legistar.com\)](#)). At that meeting, staff presented policy recommendations and options for the Commission.

The Commission provided staff with general input and direction regarding the policy recommendations. The Commission directed staff to return to the AAC to work through the draft policy prior to returning to the Commission in the second quarter of 2023 with a draft ordinance. At its January 26, 2023 meeting, the AAC considered staff's (Memo and attachments are available at [link](#)) request to either form a Special Ad Hoc Committee or utilize the existing Ad Hoc Subcommittee (Subcommittee). The AAC supported that it re-establish the existing Subcommittee and appointed AAC members to serve on the

Subcommittee with consideration for inviting additional members to be added at the first Subcommittee meeting on February 13, 2023, as appropriate.

At the Subcommittee's February 13, 2023 meeting (Memo is available at [link](#), Presentation is available at [link](#)), staff presented three questions and a draft framework for the Subcommittee to consider and provide feedback to staff. Staff heard Subcommittee members and public input and reviewed the draft ordinance based on feedback that was received. In addition, staff heard input from the Subcommittee and members of the public about concerns over requirements limiting mitigation within specific geographic areas and concerns that geographic limitations could potentially favor the payment of in-lieu fees over direct mitigation. Staff also heard concerns related to future actions that could be taken due to groundwater management and met with the Salinas Valley Basin Groundwater Sustainability Agency to discuss how the ordinance can be utilized to protect multi-benefit and recharge lands.

Staff would like to receive the Subcommittee's feedback and input on the preliminary draft ordinance.

Staff would like to guide the Subcommittee through two flowcharts provided for Chapter 21.92.050.C Mitigation Requirements (Attachment B). Staff would like to receive Subcommittee feedback and pose specific questions.

AAC SUBCOMMITTEE INPUT AND/OR COMMENTS:

Receive the preliminary draft ordinance for Mitigation for Development on Agricultural Lands and provide feedback to staff.

CONTACT INFORMATION:

If you have any questions prior to the meeting, please contact the project planner, Melanie Beretti, AICP, Principal Planner, at (831) 755-5285 or at berettim@co.monterey.ca.us

NEXT STEPS:

Staff will take feedback from the Subcommittee, and before the next Subcommittee meeting (on March 27, 2023), staff will provide a revised draft ordinance. Based on feedback, staff anticipates bringing forward the draft ordinance to the April 27, 2023, AAC meeting for the full committee's consideration. Staff would then bring the draft ordinance to the Planning Commission and Board of Supervisors in the late spring of 2023.

ATTACHMENTS:

Attachment A – Preliminary Draft Chapter 21.92 Mitigation Requirements for Development on Agricultural Lands

Attachment B – Chapter 21.92.050.C Flowchart

Attachment C – Example Conservation Easements – State of California Department of Conservation Model Agricultural Conservation Easement Template

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA,
ADDING CHAPTER 21.92 TO THE MONTEREY COUNTY CODE RELATING TO
MITIGATION REQUIREMENTS FOR DEVELOPMENT ON AGRICULTURAL
LANDS**

County Counsel Summary

This ordinance adds Chapter 21.92 to Title 21 of the Monterey County Code to establish regulations for conservation to mitigate for the loss of agricultural land in the County of Monterey.

The Board of Supervisors of the County of Monterey ordains as follows:

SECTION 1. Findings and Declarations.

- A. Pursuant to Article XI, section 7 of the California Constitution, the County of Monterey may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.
- B. In section 51220 of Government Code, the State Legislature has found that “the preservation of a maximum amount of the limited...agricultural land is necessary...to the maintenance for the agricultural economy of the state” and that “discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public interest.”
- C. The 2010 County of Monterey General Plan Agricultural Element Goal AG-1 is to promote the long-term protection, conservation, and enhancement of productive and potentially productive agricultural land.
- D. This ordinance is being adopted pursuant to the 2010 County of Monterey General Plan Chapter 6 Agricultural Element Policy AG-1.12, which directs the County of Monterey to adopt an agricultural conservation mitigation program.
- E. Monterey County is a significant agricultural contributor to the State and the larger nation. The County of Monterey is the fourth highest agricultural-producing County in the State of California.
- F. Regulation of the conversion of farmland is necessary because agriculture is a significant and important contributor to the economy of the County of Monterey. The success of agriculture is due to the favorable climate, fertile soils, and water availability that comprise the foundation for the largest industry and the source of more than a quarter of all employment in the County of Monterey.
- G. The purpose of this ordinance is to permanently protect Monterey County’s most productive and valuable agricultural land from conversion to non-agriculture use. Monterey

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

County must balance the need to permanently protect its agricultural land and agricultural industry's long-term sustainability and commercial viability with other critical public goals. Monterey County recognizes that permanently protecting all of its agricultural lands is not feasible. In some cases, the conversion of agricultural land to other uses, such as housing, maybe in the best interests of the people of Monterey County. In some circumstances, it may be appropriate to allow the conversion of agricultural land but also to require that such conversion be accompanied by mitigation that provides increased protection for other comparable agricultural lands.

H. The intent of this ordinance is to establish standards for the protection of the highest-quality farmland (Prime Farmland) and other Important Farmland (inclusive of Farmland of Statewide Importance, Unique Farmland and Farmland of Local Importance) in Monterey County. This ordinance also intends to promote the long-term conservation and commercial viability of agriculture in Monterey County. The regulation of agricultural land conversion will encourage infill development on vacant or underutilized sites within and near existing jurisdictions and infrastructure. When agricultural land must be converted to fulfill other public goals, this ordinance will minimize the impact on agricultural land and require the protection of comparable agricultural land.

I. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15308, which exempts actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. This ordinance establishes a program for protecting agricultural land in the County of Monterey. The proposed agricultural conservation mitigation program aims to prevent significant environmental impacts to agricultural land in the County of Monterey and establish a program to minimize future impacts to the County of Monterey. Further, the proposed agricultural conservation mitigation program will ensure that future impacts to agricultural land in the County of Monterey are minimized and mitigated through a consistent and standardized regulatory program. This ordinance minimizes future alterations in land use and will not result in disturbances to agricultural or environmental resources.

SECTION 2. Chapter 21.92 is added to the Monterey County Code to read as follows:

CHAPTER 21.92
MITIGATION REQUIREMENTS FOR DEVELOPMENT ON AGRICULTURAL
LANDS

- 21.92.010 Purpose.**
- 21.92.020 Definitions.**
- 21.92.030 Applicability.**
- 21.92.040 Agricultural Mitigation Plan.**
- 21.92.050 Mitigation Requirements.**
- 21.92.060 Methods of Mitigation.**
- 21.92.070 Timing of Mitigation**

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

- 21.92.080 Agricultural Mitigation Lands.**
- 21.92.090 Qualifying Conservation Entity.**
- 21.92.100 Required Conditions on the Applicable Entitlement.**

21.92.010 Purpose.

The purpose of this Chapter is to provide clear and consistent policies to mitigate the loss of agricultural land due to development or conversion to non-agricultural uses in the unincorporated inland areas of the County of Monterey. The goal of these regulations is to promote the long-term protection, conservation, and enhancement of productive and potentially productive agricultural land. Further, the mitigation requirements are intended to ensure the commercial viability of the County of Monterey’s agricultural industry and support growth management policies that encourage growth in or near developed or developing areas and away from valuable agricultural land.

21.92.020 Definitions.

For the purpose of this Chapter, certain terms used in this Chapter shall be as defined below. The definitions in Chapter 21.06 shall otherwise apply.

- A. “Agricultural Land” as defined in Section 16.40.010.A, which includes all land that is designated as agricultural land by the 2010 County of Monterey General Plan, which includes Farmland (F), Permanent Grazing (PG), and Rural Grazing (RG) and land that is classified as Prime Farmland, Farmland of Statewide Importance, Unique Farmland, or Farmland of Local Importance as determined by the Farmland Mapping and Monitoring Program (FMMP) of the California Department of Conservation.
- B. “Agricultural Conservation Easement” means an easement encumbering Agricultural Land for the purposes of restricting its use to agricultural operations and accessory uses.
- C. “Agricultural Mitigation Land” means land encumbered by an Agricultural Conservation Easement or other permanent protection measures for the purposes of mitigating development impacts.
- D. “Agricultural Mitigation Plan” means the documentation required to be submitted for review and approval by the Appropriate Authority pursuant to Section 21.92.040.
- E. “Alternative and Complementary Mitigation” means any other alternative mitigation method that is not direct acquisition of a conservation easement, holding agricultural land in fee title, or in-lieu fees.
- F. “Farmland of Local Importance” means farmland as identified and mapped by the FMMP of the California Department of Conservation classified as Farmland of Local Importance.

Commented [PT1]: Even though rangeland is part of the discussion staff recommends it comes out. The General Plan policy is for prime farmland and it has raised more questions with developers and cities, etc.

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

- G. “Farmland of Statewide Importance” means farmland as identified and mapped by the FMMP of the California Department of Conservation classified as Farmland of Statewide Importance.
- H. “Farmland Mapping and Monitoring Program (FMMP) means the State of California Department of Conservation Important Farmland Finder mapping tool.
- I. “Fee Title” means when land is acquired by either the applicant or a land trust and held in fee title by a land trust.
- J. “Good Faith Effort” means making not less than two attempts to purchase an Agricultural Conservation Easement at the appraised market value of the conversation easement being declined by the seller(s). The applicant shall provide documentation that they worked with a Qualified Conservation Entity to locate an Agricultural Conservation Easement and those results were unsuccessful. Further, the offers to purchase an Agricultural Conservation Easement must be shown to meet the criteria of this policy and that the offers have been made with the intention of purchasing the easement.
- K. “In-lieu Fees” means fees that the applicant pays to a land trust.
- L. “Important Farmland” means collectively farmlands defined a Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance.
- M. “Prime Farmland” means farmland as identified and mapped by the FMMP of the California Department of Conservation classified as Prime Farmland. Farmland shall also be considered prime farmland for purposes of this section if it meets the definition of "prime agricultural land" in Government Code Section 51201.
- N. “Qualifying Conservation Entity” means an entity qualified and approved to hold Agricultural Land in fee title or Agricultural Conservation Easement or in-lieu fees in compliance with Section 21.92.090 and 21.92.100.
- O. “Unique Farmland” means farmland as identified and mapped by the FMMP of the California Department of Conservation classified as Unique Farmland.

21.92.030 Applicability.

- A. The provisions in Chapter 21.92 are applicable to projects in the unincorporated inland areas of the County of Monterey. This Chapter applies to all projects that directly result in the conversion of agricultural land designation to non-agricultural land use designations. This Chapter also applies to discretionary projects on the following inland zoning: Farmland (F), Rural Grazing (RG), and Permanent Grazing (PG).
- B. Activities also subject to this Chapter:
1. Redesignation of land subject to an agricultural designation to any designation other than an agricultural designation (e.g., Commercial, Industrial, Residential, or Public/Quasi-Public);

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

2. Rezoning of land in an agricultural zone to any zone other than an agricultural zone;
3. Projects that require an administrative or use permit where agricultural land is converted to non-agricultural use.

4. UNDER DEVELOPMENT [Annexations]

C. Activities not subject to this Chapter:

1. Subdivision of Agricultural Land (F, RG, or PG) consistent with the minimum parcel size imposed by the agricultural zone;
2. Use allowed consistent with the underlying zoning;
3. Acreage used for inclusionary housing as defined in Chapter 18.40 of the Monterey County Code;
4. Acreage use for affordable housing as defined in Section 21.06.005 of the Monterey County Code;
5. A Community Area or Rural Center with a Plan that includes an agricultural mitigation program;
6. Agricultural employee housing as defined in Section 21.06.014 of the Monterey County Code;
7. Agricultural processing plant and agricultural support service as defined in Sections 21.06.020 and 21.06.030 of the Monterey County Code.

21.92.040 Agricultural Mitigation Plan.

A. The applicant shall submit an Agricultural Mitigation Plan to Monterey County Housing and Community Development (HCD) for projects subject to this Chapter at the time an application is submitted to the County, or at the time an annexation proposal is submitted to Local Agency Formation Commission of Monterey County (LAFCO).

B. The Agricultural Mitigation Plan shall contain all information and documentation in sufficient detail, as specified in this section:

1. An agreement between an applicant and a Qualified Conservation Entity approved by the Appropriate Authority to hold land, easements, or in-lieu fees or documentation that the Qualified Conservation Entity the applicant is working with complies with Section 21.92.090 and 21.92.100;

2. Map and calculation of acreage of the following: Prime Farmland; and Important Farmland;

Commented [PT2]: Examples will be included in an FAQ accompanying the ordinance. Examples of projects that would be subject to the agricultural conservation mitigation program would be:
a. Utility-scale renewable energy projects; and
b. Transportation projects with impacts to Agricultural Land;

Attachment A
PRELIMNAY DRAFT DOCUMENT SUBJECT TO CHANGE

3. The type of mitigation that will be provided in order to mitigate for conversion of Agricultural Lands (i.e., purchase of fee title or easement or payment of in-lieu fees);
 4. The acreage that would be preserved through mitigation and/or the amount of in-lieu fees that would be paid (with provisions to adjust fees to reflect land values at time of payment);
 5. The location of the Agricultural Mitigation Land, when possible; and
 6. Information on the specific measures adopted by the applicant to mitigate for impacts to adjacent agricultural lands
- C. The Agricultural Mitigation Plan shall adhere to the mitigation requirements pursuant to Section 21.92.050 and include the proposed methods of mitigation pursuant to Section 21.92.060.

21.92.050 Mitigation Requirements.

- A. Agricultural mitigation shall be required for all activities subject to this Chapter pursuant to Section 21.92.030.
- B. The farmland classification of what is to be mitigated for is determined by the Important Farmland classification mapped by the FMMP of the California Department of Conservation at the time the application is deemed complete.
- C. UNDER DEVELOPMENT [Refer to Flowchart]

21.92.060 Methods of Mitigation

- A. Direct Acquisition of an Agricultural Conservation Easement:
 1. The location and characteristics of the Agricultural Conservation Easement shall comply with the provisions set forth under Section 21.92.050, Section 21.92.070, and Section 21.92.080.
 2. It shall be the applicant's sole responsibility to obtain the required Agricultural Conservation Easement.
 3. Agricultural Conservation Easements on Agricultural Mitigation Land shall be in perpetuity.
 4. The applicant shall provide evidence to the Appropriate Authority that the direct acquisition of an Agricultural Conservation Easement and that the easement is recorded in the deed of the Agricultural Mitigation Land.
 5. In addition to the cost of acquiring conservation easement, the applicant shall pay to the Qualifying Conservation Entity an amount sufficient to cover the costs of managing the easement, including the cost to administer, monitor, and enforce the Agricultural Conservation

Attachment A
PRELIMNAY DRAFT DOCUMENT SUBJECT TO CHANGE

Easement and the payment of the estimated transaction costs associated with acquiring the easement

B. Hold Agricultural Land in Fee Title:

1. The location and characteristics of the Agricultural Mitigation Land shall comply with the provisions set forth under Section 21.92.050, Section 21.92.070, and Section 21.92.080.

2. It shall be the applicant's sole responsibility to obtain the required Agricultural Mitigation Land.

3. The Agricultural Mitigation Land shall have a restriction placed in the deed that restricts the future transfer or sale to agricultural purposes and to a County approved Qualifying Conservation Entity.

4. The applicant shall provide evidence to Appropriate Authority that the acquisition of the land has occurred and that the deed restriction requiring the land be held in perpetuity for agricultural purposes has been recorded in the deed of the Agricultural Mitigation Land.

5. In addition to the cost of holding the land in fee title the applicant shall pay to the Qualifying Conservation Entity an amount sufficient to cover the costs of managing the easement, including costs to administer, monitor, and enforce the deed restriction and the payment of the estimated transaction costs associated with recording the deed restriction.

C. In-Lieu Fees: The payment of an in-lieu fee shall be subject to the following provisions:

1. The amount of the in-lieu fee shall be determined based on the appraised fair market value of acquiring a conversation easement on the land being converted.

2. In addition to the in-lieu fee for mitigation, the applicant shall pay to the Qualifying Conservation Entity an amount sufficient to cover the costs of managing the easement, including the cost to administer, monitor, and enforce the Agricultural Conservation Easement and the payment of the estimated transaction costs associated with acquiring the easement.

3. The Agricultural Advisory Committee shall consider and make a recommendation to the Appropriate Authority regarding the proposed in-lieu fees.

D. Alternative and Complementary Mitigation:

1. The applicant may propose alternative and complementary mitigation, up to 5% of the required total mitigation.

a. To qualify as an alternative and complementary mitigation, the proposed alternative shall satisfy all the following criteria:

i. The proposed mitigation shall promote the long-term protection, conservation, and enhancement of:

Commented [PT3]: Staff would like to discuss if this is appropriate limit.

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

1. Productive or potentially productive Agricultural Land in the County of Monterey; and

ii. The applicant shall bear all the costs of reviewing, approving, managing, and enforcing the mitigation; and

iii. The proposed mitigation must be in all respects at least as protective of Agricultural Land as the mitigation required by Sections 21.92.060.A and 21.92.060.B; and

iv. Means for achieving alternative and complementary mitigation measures are:

1. Projects that conserve or improve water quantity and/or quality for the benefit of agriculture in the County of Monterey.

2. Projects that support the next generation of farmers and farmer training programs for the benefit of agriculture in the County of Monterey.

3. Or other projects as deemed acceptable by the Appropriate Authority.

v. Agricultural Advisory Committee shall consider and make a recommendation to the Appropriate Authority regarding the proposed alternative and complementary mitigation measure.

21.92.070 Timing of Mitigation

A. The timing of Mitigation for all applicable projects shall meet the following criteria.

1. Projects that change the zoning or land use designation of Agricultural Land shall have the acquisition of the Agricultural Conservation Easement, Agricultural Land held in fee title, payment of In-lieu Fees, or Alternative and Complementary Mitigation occur prior to or concurrent with recordation of an approved vesting tentative map.

2. Projects that require an administrative or use permit shall have the acquisition of the Agricultural Conservation Easement, Agricultural Land held in fee title, payment of In-lieu Fees, or Alternative and Complementary Mitigation occur prior to or concurrent with project entitlement or final approval of the map, whichever occurs first.

3. UNDER DEVELOPMENT [Annexations]

21.92.080 Agricultural Mitigation Lands.

A. Agricultural Mitigation Lands acquired through direct conservation easement, fee title, or by a Qualifying Conservation Entity purchased using in-lieu fees shall meet all of the following criteria.

Commented [PT4]: Staff would recommend inviting experts and agencies working in this field to attend a future Ad Hoc of Subcommittee meeting.

Attachment A
PRELIMINARY DRAFT DOCUMENT SUBJECT TO CHANGE

1. Be designated as Agricultural Land in the 2010 Monterey County General Plan and zoned for agricultural use;
2. Acquired from willing sellers only;
3. Be of adequate size, configuration, and location to be viable for continued agricultural operations and use;
4. Be of the same FMMP category or better;
5. Have an adequate water supply to maintain the continued agricultural operations and use. The Agricultural Conservation Easement shall protect the water rights on the Agricultural Mitigation Land;
6. Located within the County of Monterey;
7. Not be on land that has an existing easement or deed restriction that prevents converting the property to nonagricultural use;
8. The Agricultural Mitigation Land shall not be on land in an active Williamson Act contract, per Government Code section 51200 et seq.;
9. Located within the same 2010 County of Monterey General Plan Planning Area as the project being mitigated;
10. UNDER DEVELOPMENT [Priority and Other Ag Mit Land **Criteria**]; and
11. UNDER DEVELOPMENT [Policy options that may reduce mitigation ratio amount to incentivize mitigation that achieves highest desired value and outcomes].

21.92.090 Qualifying Conservation Entity.

A. The Qualifying Conservation Entity must be a nonprofit 501(c)(3) corporation or other non-profit entity eligible to hold a conservation easement, hold agricultural land in fee title, or in-lieu fees, operating in Monterey, Santa Cruz, San Benito, or San Luis Obispo County one of their primary purposes is conserving and protecting land in agriculture. The County of Monterey may consider the following criteria when considering a Qualifying Conservation Entity for these purposes:

1. Whether the entity is a non-profit organization that has an office in the State of California and has direct knowledge and experience working in Monterey, Santa Cruz, San Benito, or San Luis Obispo County whose purpose is holding and administering conservation easements or holding land in fee title for the purposes of conserving and maintaining lands in agricultural production;
2. Whether the entity has the legal and technical ability to hold and administer conservation easements, in-lieu fees, or hold agricultural land in fee titles for the purposes of

Commented [BM5]: Key feedback staff heard and would like to explore policy options to address: a) water; b) easement is preferable to in-lieu, over geographic limitation criteria; c) Want development near cities/community plan areas to be easier than development in unincorporated areas; d) avoid hopscotch development.

Based on these strong concerns, staff would like to discuss options with the Subcommittee related to: Prioritize/restrict to GSA Subbasins? Priority location urban-ag boundaries perhaps lower ratio? Priority that after good faith effort in Planning Area, first look for mitigation easement in other planning area and only then after another round of good faith effort, then could pay in-lieu fees? Possible tier of "higher ration or % increase" if outside area then higher if in-lieu fee only??

Commented [PT6]: Staff would like to note that this language prohibits the County or other governmental agencies from holding conservation easements, in-lieu fees, or fee titles.

Attachment A
PRELIMNAY DRAFT DOCUMENT SUBJECT TO CHANGE

conserving and maintaining lands in agricultural production and preferably have an established record for doing so;

3. The extent and duration of the entity's involvement in agricultural land conservation within the County of Monterey; and
4. Demonstrate that they have an annual monitoring and reporting program;

21.92.100 Required Conditions on the Applicable Entitlement.

A. The Appropriate Authority shall ensure that if a Qualifying Conservation Entity receives a conservation easement, in-lieu fees, or agricultural land in fee title for mitigation purposes under this Chapter that the Qualifying Conservation Entity shall conform to the following requirements.

1. Enforcement and Monitoring – The Qualifying Conservation Entity shall monitor all conservation easements, in-lieu fees, or agricultural land in fee title for mitigation purposes acquired in accordance with these regulations and shall review and monitor the implementation of all management and maintenance plans for these lands and easement areas. It shall enforce compliance with the terms of the Agricultural Conservation Easement and Agricultural Land held in fee title.

2. Reporting – The Qualifying Conservation Entity shall, on or before January 31, one year after the adoption of this chapter, make available upon request of the Appropriate Authority an annual report describing the activities undertaken by the entity within the past year under Chapter 21.92. The report(s) shall provide the Appropriate Authority an accounting of the use of in-lieu fees remitted to it and the status of all new and existing Agricultural Conservation Easements or Agricultural Lands held in fee title maintained by the Qualifying Conservation Entity in the County of Monterey.

3. Termination – If a Qualified Conservation Entity intends or reasonably expects to cease operations, it shall assign any Agricultural Conservation Easements, in-lieu fees, or Agricultural Land held in fee titles resulting from this regulation to another Qualified Conservation Entity as acceptable and approved by the County of Monterey.

4. Use of in-lieu fees – The Qualifying Conservation Entity shall administer in-lieu fees. These responsibilities cover, without exception, ensuring that in-lieu fees are held in a separate account adequate to cover the cost of acquiring the Agricultural Conservation Easement or Agricultural Land held in fee title and administering, monitoring, and enforcing their long-term use for agricultural mitigation purposes. The Qualified Conservation Entity shall expend in-lieu fees solely to acquire and manage Agricultural Conservation Easements in agricultural mitigation land that meets the criteria outlined in Section 21.92.080.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof,

Attachment A
PRELIMNAY DRAFT DOCUMENT SUBJECT TO CHANGE

irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED on this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: _____

Luis Alejo, Chair
Monterey County Board of Supervisors

ATTEST

VALERIE RALPH
Clerk of the Board of Supervisors

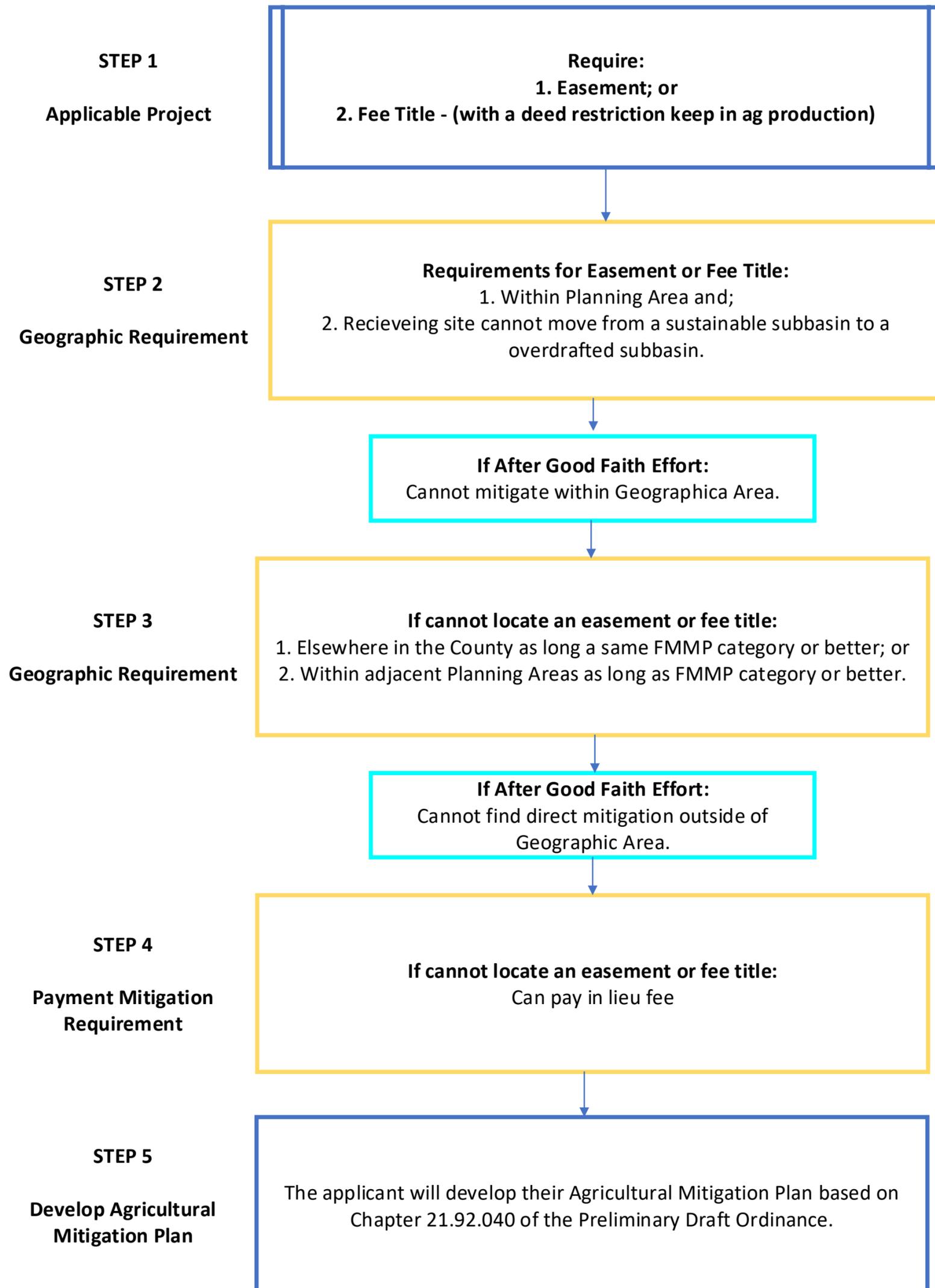
By: _____
Deputy

APPROVED AS TO FORM:

KELLY DONLON
Chief Deputy County Counsel

Attachment B

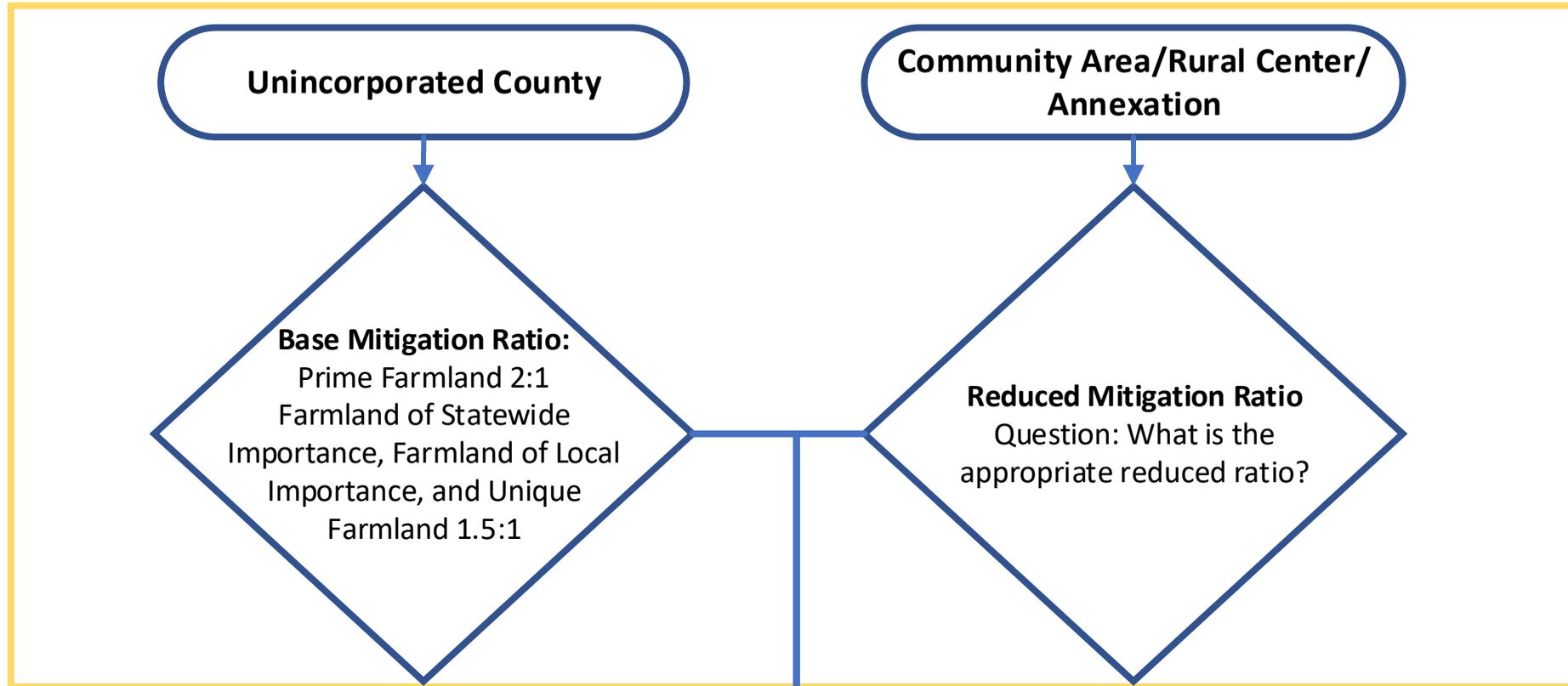
21.92.050.C - Mitigation Requirement Flowchart



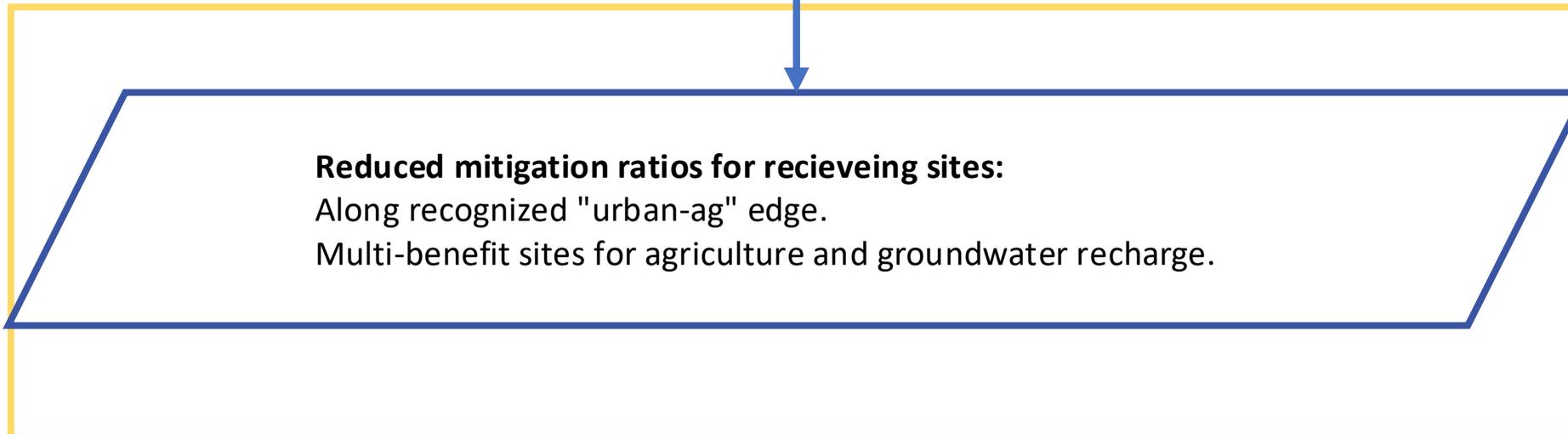
Attachment B

21.92.050.C - Mitigation Requirement Flowchart Ratio

Location of
Developing Site



Location of
Receiving Site
(Incentives)



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 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

Attachment C

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

5
6 C. The Budget Act of 2014 appropriated \$130 million from the California Air Resources
7 Board's California Climate Investment Fund, also known as the Greenhouse
8 Reduction Fund, to develop and implement the Affordable Housing and Sustainable
9 Communities Program (Program). Beginning in FY 2015-16, 20 percent of
10 California Climate Investment Fund's annual proceeds go to the Program. The goal
11 of the Program, which is administered by the Strategic Growth Council ("Council"),
12 is to reduce greenhouse gas emissions through projects that implement land use,
13 housing, transportation, and agricultural land preservation practices to support infill
14 and compact development. Projects eligible for funding include the acquisition of
15 agricultural conservation easements to protect agricultural lands that are under
16 pressure of conversion to nonagricultural uses.

17
18 D. On behalf of the Council and the Natural Resources Agency, the Department
19 administers the Sustainable Agricultural Lands Conservation Program ("SALCP").
20 SALCP supports the Program's goal by investing in the acquisition of agricultural
21 conservation easements at risk of conversion thereby reducing greenhouse gas
22 emissions. These acquisitions can support a healthy agricultural economy, provide
23 food security, encourage smart growth, and ensure agricultural and open space
24 remains available.

25
26 E. As administrator of SALCP, the Department (hereinafter alternatively referred to as
27 the "Department" or "Department of Conservation") has made a grant of funds to the
28 Grantee from the California Climate Investment Fund to support the acquisition of
29 this Easement. These funds represent a substantial investment by the people of the
30 State of California in the long-term conservation of valuable agricultural land and the
31 retention of agricultural land in perpetuity. The Property and this Easement have met
32 the mandatory eligibility criteria, certain selection criteria and have multiple natural
33 resource conservation objectives from the 2014 Sustainable Agricultural Lands
34 Conservation Program Guidelines and Request for Grant Applications. The rights
35 vested herein in the State of California arise out of its statutory role in fostering the
36 conservation of agricultural land in California and its role as fiduciary for the public
37 investment represented by the California Climate Investment Fund.

38
39 F. The Landowner grants this Easement for valuable consideration to the Grantee for the
40 purpose of assuring that, under the Grantee's perpetual stewardship, the agricultural
41 productive capacity and open space character of the Property will be conserved and
42 maintained forever, and that uses of the land that are inconsistent with these
43 conservation purposes will be prevented or corrected. The parties agree, however,
44 that the current agricultural use of, and improvements to, the Property are consistent
45 with the conservation purposes of this Easement.

46

Attachment C

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

4
5 The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. section 4201 et seq.,
6 whose purpose is “to minimize the extent to which Federal programs and policies
7 contribute to the unnecessary and irreversible conversion of farmland to
8 nonagricultural uses, and to assure that Federal programs are administered in a
9 manner that, to the extent practicable, will be compatible with State, unit of local
10 government and private programs and policies to protect farmland;”

11
12 California Civil Code at Part 2, Chapter 4, (commencing with section 815), which
13 defines and authorizes perpetual conservation easements;

14
15 California Constitution Article XIII, section 8, California Revenue and Taxation
16 Code sections 421.5 and 422.5, and California Civil Code section 815.1, under
17 which this Agricultural Conservation Easement is an enforceable restriction,
18 requiring that the Property’s tax valuation be consistent with restriction of its use
19 for purposes of food and fiber production and conservation of natural resources;

20
21 Section 10200 et seq. of the California Public Resources Code, which creates the
22 California Farmland Conservancy Program within the Department, provides
23 Department authority for agricultural land protection, and eligibility for funding
24 under SALCP;

25
26 Section 51220 of the California Government Code, which declares a public
27 interest in the preservation of agricultural lands, by providing that “agricultural
28 lands have a definitive public value as open space” and “that the discouragement of
29 premature and unnecessary conversion of agricultural land to urban uses is a matter
30 of public interest”;

31
32 California Food and Agriculture Code Section 821 states that one of the major
33 principles of the State's agricultural policy is "to sustain the long-term productivity
34 of the State's farms by conserving and protecting the soil, water, and air, which are
35 agriculture's basic resources;"

36
37 The California General Plan law section 65300 et seq. and Section 65400 et seq.
38 of the California Government Code, and the [*County name*] County General Plan,
39 as updated on [*Update date*], which includes as one of its goals to protect
40 farmlands designated as prime, of statewide importance, unique, or of local
41 importance from conversion to and encroachment of non-agricultural uses; and,

42
43 Resolution No. [*Resolution number*], approved by the Board of Supervisors of
44 [*County name*] County on the [*day*] of [*month*], [*year*], which expresses support
45 for the acquisition of this Easement and finds that the acquisition is consistent
46 with the County’s General Plan and the Resolution’s findings. (NOTE: If the

1 Property lies within the Sphere of Influence of an incorporated city, both the city
2 and county must pass resolutions of support.)
3

4 H. The Grantee is a California nonprofit organization within the meaning of California
5 Public Resources Code section 10221 and California Civil Code section 815.3 and is
6 a tax exempt and “qualified conservation organization” within the meaning of
7 Sections 501(c)(3) and 170(b)(1)(A)(vi) as defined by the United States Internal
8 Revenue Code. Grantee, as certified by a resolution of Grantee's Board of Trustees,
9 accepts the responsibility of enforcing the terms of this Easement and upholding its
10 conservation purposes forever.
11

12 GRANT OF AGRICULTURAL CONSERVATION EASEMENT
13

14 Now, therefore, for the reasons given, and in consideration of their mutual
15 promises and covenants, terms, conditions and restrictions contained herein, and other
16 good and valuable consideration, the receipt and adequacy of which are hereby
17 acknowledged, the Landowner voluntarily grants and conveys to the Grantee, and the
18 Grantee voluntarily accepts, a perpetual conservation easement, as defined by Section
19 815.1 and 815.2 of the California Civil Code and California Public Resources Code
20 section 10211, and of the nature and character described in this Easement for the purpose
21 described below, and agree as follows:
22

23 1. *Conservation Purpose.*
24

25 The conservation purpose (“Conservation Purpose” or “Purpose”) of this Easement is
26 to enable the Property to remain in productive agricultural use in perpetuity by
27 preventing and correcting uses of the Property prohibited by the provisions of this
28 Easement. To the extent that the preservation of the open space character and [*scenic,*
29 *habitat, natural, or historic, etc.*] values of the Property are consistent with such use,
30 it is within the Purpose of this Easement to protect those values.
31

32 2. *Right to Use Property for Agricultural Purposes.*
33

34 The Landowner retains the right to use the Property for agricultural purposes, or to
35 permit others to use the Property for agricultural purposes, in accordance with applicable
36 law and this Easement.
37

38 3. *Prohibited Uses.*
39

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

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

11
12 4. *Permission of the Grantee.*

13
14 Where the Landowner is expressly required to obtain the Grantee's permission for a
15 proposed use hereunder, said permission (a) shall not be unreasonably delayed or
16 withheld by the Grantee, (b) shall be sought and given in writing, with copies of all
17 documents to be provided to the Department, and (c) shall in all cases be obtained by
18 the Landowner prior to the Landowner's undertaking of the proposed use. The
19 Grantee shall grant permission to the Landowner only where the Grantee, acting in
20 the Grantee's sole reasonable discretion and in good faith, determines that the
21 proposed use is not a "Prohibited Use" per Section 3.

22
23 5. *Construction or Placement of Buildings and Other Improvements; Prior Notice*
24 *Required.*

25
26 The Landowner may undertake construction, erection, installation, or placement of
27 buildings, structures, or other improvements on the Property only as provided in
28 subsections (a) through (e) below. The Landowner shall give at least thirty (30) days'
29 advance notice to the Grantee prior to seeking any building or grading permit, zoning
30 change, or environmental regulatory review, in writing in accordance with Section 24,
31 providing the Grantee with adequate information, documents and plans so as to
32 enable the Grantee to confirm compliance with this Easement and enable the Grantee
33 to keep its records current.

34
35 All other construction, erection, installation, or placement of buildings, structures, or
36 other improvements on the Property is prohibited. Before undertaking any
37 construction, erection, installation or placement that requires permission, the
38 Landowner shall notify the Grantee and obtain prior written permission from the
39 Grantee.

40
41 For purposes of this section, the term "improvements" shall not refer to, and
42 specifically excludes, crops, plants, trees, vines, or other living improvements planted
43 for agricultural purposes, nor shall it refer to irrigation improvements necessary or
44 desirable to irrigate the Property for agricultural purposes, all of which may be made
45 without permission of the Grantee.

46

Attachment C

- 1 a) Fences: Existing fences may be repaired and replaced without permission of the
2 Grantee. New fences may be built anywhere on the Property for purposes of
3 reasonable and customary agricultural management, and for security of farm
4 produce, livestock, equipment, and improvements on the Property, without
5 permission of the Grantee.
6
- 7 b) Agricultural Structures and Improvements: Existing agricultural structures and
8 improvements as shown in Exhibit C and more fully described in the Baseline
9 Report, may be repaired, reasonably enlarged, and replaced at their current
10 locations within the Building envelope for agricultural purposes without
11 permission from the Grantee. New buildings and other structures and
12 improvements to be used solely for agricultural production on the Property or sale
13 of farm products predominantly grown or raised on the Property, including barns
14 and equipment sheds, but not including any dwelling or farm labor housing, may
15 be built, repaired, reasonably enlarged, and replaced on the Property only and
16 entirely within the Building Envelope depicted in Exhibit C, without permission
17 of the Grantee. Any other agricultural production or marketing-related structures
18 may be constructed only with permission of the Grantee pursuant to Section 4,
19 and then only and entirely within the Building Envelope.
20
- 21 c) Residential Dwellings: The single-family dwelling shown in Exhibit C may be
22 repaired, enlarged or replaced only at the current location entirely within the
23 Building Envelope shown in Exhibit C without permission of the Grantee. Said
24 single-family dwelling shall not exceed three thousand square feet (3,000 sq. ft.)
25 of living area. No other residential structures may be constructed or placed on the
26 Property except for agricultural employee housing per Section 5(d).
27

28 *(NOTE: This placeholder language is intended to be modified on a case-by-case*
29 *basis for each project, taking into consideration the circumstances of the*
30 *property, the reserved rights detailed in the grant application, and the*
31 *requirements of the funder(s).)*
32

- 33 d) Agricultural Employee Housing: The agricultural employee house shown in
34 Exhibit C may be repaired, enlarged or replaced only at the current location
35 entirely within the Building Envelope shown in Exhibit C without permission of
36 the Grantee. No additional agricultural employee housing may be constructed or
37 placed on the Property without permission of the Grantee. Grantee may only
38 grant permission pursuant to Section 4 and only if the Landowner can
39 demonstrate to the Grantee's satisfaction that such additional agricultural
40 employee housing is reasonable and necessary for the agricultural operation of the
41 Property. The aggregate living area of agricultural employee housing shall not
42 exceed two thousand five hundred square feet (2,500 sq ft.). All agricultural
43 employee housing must be located entirely within the Building Envelope shown
44 in Exhibit C.
45

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

1 *basis for each project, taking into consideration the circumstances of the*
2 *property, the reserved rights detailed in the grant application, and the*
3 *requirements of the funder(s).)*
4

5 e) Utilities and Septic Systems: Wires, lines, pipes, cables or other facilities
6 providing electrical, gas, water, sewer, communications, energy generation, or
7 other utility services solely to serve the improvements permitted herein or to
8 transmit power generated on the Property may be installed, maintained, repaired,
9 removed, relocated and replaced. In addition, septic or other underground
10 sanitary systems serving the improvements permitted herein may be installed,
11 maintained, repaired, replaced, relocated or improved, but must be located within
12 the Building Envelope. Renewable power generation and transmission facilities
13 primarily for agricultural and other permitted uses on the Property may be
14 constructed within the Building Envelope. Power generated in excess of
15 requirements on the Property may be sold to appropriate public utilities.
16 Notwithstanding the foregoing, commercial power generation, collection or
17 transmission facilities, including wind or solar farms outside of Building
18 Envelope, and the conveyance of any rights-of-way over, under or on the Property
19 for any such purpose, are prohibited.
20

21 6. *No Subdivision.*
22

23 The division, subdivision, defacto subdivision, or partition of the Property, including
24 transfer of development rights, whether by physical, legal, or any other process, is
25 prohibited.
26

27 The Landowner and Grantee acknowledge and understand that the Property consists
28 of [number] legal parcel(s), and that no additional, separate legal parcels currently
29 exist within the Property that may be recognized by a certificate of compliance or
30 conditional certificate of compliance pursuant to California Government Code section
31 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys.
32 The Landowner will not apply for or otherwise seek recognition of additional legal
33 parcels within the Property based on certificates of compliance or any other authority.
34 The Landowner shall continue to maintain the legal parcels comprising the Property,
35 and all interests therein, under common ownership, as though a single legal parcel.
36

37 Lot line adjustment within the boundary lines of the Easement may be permitted by
38 the Grantee pursuant to Section 4 for purposes of maintaining, enhancing, or
39 expanding agricultural practices or productivity on the Property. Such lot line
40 adjustments shall not increase or decrease the total acreage of the Easement.
41

42 7. *Extinguishment of Development Rights.*
43

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

1 parties agree that such rights are released, terminated, and extinguished, and may not
2 be used on or transferred by either party to any portion of the Property as it now or
3 later may be bounded or described, or to any other property adjacent or otherwise, or
4 used for the purpose of calculating permissible lot yield of the Property or any other
5 property. This Easement shall not create any development rights.
6

7 8. *Mining.*
8

9 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other
10 mineral substance from the Property is prohibited.
11

12 The Landowner has requested mining language that is more restrictive than Public
13 Resource Code section 10262(a):
14

15 Landowner Initials: _____ [and] _____
16
17

18 *(NOTE: With approval of the funder(s), this section may need to be modified depending*
19 *on the circumstances of the property and other factors)*
20

21 9. *Paving and Road Construction*
22

23 Other than existing roads shown within the Building Envelope as identified in the
24 Baseline Report, no portion of the Property presently unpaved shall be paved or
25 otherwise covered with concrete, asphalt, or any other impervious paving material,
26 unless such measures are required by air quality laws or regulations applicable to the
27 Property. Except as otherwise permitted herein, no road for access or other purposes
28 shall be constructed without the permission of the Grantee pursuant to Section 4.
29 Notwithstanding the foregoing, construction of unpaved farm roads, as necessary or
30 desirable by agricultural operations, is permitted without permission from the
31 Grantee. The Landowner shall notify the Grantee of any significant net relocation or
32 addition of unpaved farm roads.
33

34 10. *Trash and Storage.*
35

36 The dumping or accumulation on the Property of any kind of trash, refuse, sewage,
37 vehicle bodies or parts, or "Hazardous Materials," as defined in Section 25 is
38 prohibited. Farm-related trash and refuse produced on the Property may be
39 temporarily stored on the Property subject to all applicable laws. The storage of
40 agricultural products and byproducts produced on the Property and materials
41 reasonably required for agricultural production on the Property, including Hazardous
42 Materials, is permitted as long as it is done in accordance with all applicable
43 government laws and regulations.
44

45 11. *Commercial Signs.*
46

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

Attachment C

1 on the Property are prohibited.
2
3

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

2
3 Resort structures, athletic fields, golf courses, non-residential swimming pools, public
4 or commercial airstrips, commercial equestrian facilities, public or commercial
5 helicopter pads, and any other non-agricultural recreational structures or facilities are
6 prohibited on the Property. Recreational structures or improvements for the personal
7 use of the Landowner and its guests (e.g. swimming pool, tennis court) are permitted
8 only within the Building Envelope. The use of motorized vehicles off roadways and
9 outside of the Building Envelope is prohibited except where used for agricultural
10 production, property maintenance and security, or for the purpose of monitoring this
11 Easement.

12
13 13. *Water Rights.*

14
15 The Landowner shall retain and reserve all ground water, and all appropriate,
16 prescriptive, contractual or other water rights appurtenant to the Property at the time
17 this Easement becomes effective. The Landowner shall not permanently transfer,
18 encumber, lease, sell, or otherwise separate such quantity of water or water rights
19 from title to the Property itself. Permanent separation of water or water rights is
20 prohibited. Only that quantity of water or water rights that is not necessary for
21 present or future agricultural production on the Property may be temporarily
22 distributed. Any temporary distribution shall not impair the future agricultural use or
23 open space character of the Property. All water shall be retained in [*County name*]
24 County for agricultural production and used in conjunction with the improvements
25 permitted by Section 5 of this Easement only. Water may be temporarily distributed
26 to a contiguous property or other property owned or leased by the Landowner on an
27 annual basis for agricultural production only.

28
29 14. *Rights Retained by the Landowner.*

30
31 Subject to Section 7 and to interpretation under Section 23, as owner of the Property,
32 the Landowner reserves all interests in the Property not transferred, conveyed,
33 restricted, prohibited or extinguished by this Easement. These ownership rights
34 include, but are not limited to, the right to sell, lease, or otherwise transfer the
35 Property to anyone the Landowner chooses, as well as the right to privacy, the right to
36 exclude any member of the public from trespassing on the Property, and any other
37 rights consistent with the Purpose of this Easement. Nothing contained herein shall
38 be construed as a grant to the general public of any right to enter upon any part of the
39 Property.

40
41 Nothing in this Easement relieves the Landowner of any obligation or restriction on
42 the use of the Property imposed by law.
43

Attachment C

1 15. *Responsibilities of the Landowner and the Grantee Not Affected.*
2

3 Other than as specified herein, this Easement is not intended to impose any legal or
4 other responsibility on the Grantee, or in any way to affect any existing obligation of
5 the Landowner as owner of the Property. Among other things, this shall apply to:
6

7 a) Taxes: The Landowner shall be solely responsible for payment of all taxes and
8 assessments levied against the Property. If the Grantee ever pays any taxes or
9 assessments on the Property, or if the Grantee pays levies on the Landowner's
10 interest in order to protect Grantee's interests in the Property, the Landowner will
11 reimburse the Grantee for the same. It is intended that this Easement constitute an
12 enforceable restriction within the meaning of Article XIII, Section 8 of the
13 California Constitution and that this Easement qualify as an enforceable
14 restriction under the provisions of California Revenue and Taxation Code
15 Sections 402.1(a)(8) and 423.
16

17 b) Upkeep and Maintenance: The Landowner shall be solely responsible for the
18 upkeep and maintenance of the Property, to the extent it may be required by law.
19 The Grantee shall have no obligation for the upkeep or maintenance of the
20 Property. If the Grantee acts to maintain the Property in order to protect the
21 Grantee's interest in the Property, the Landowner will reimburse the Grantee for
22 any such costs.
23

24 c) Liability and Indemnification: In view of the Grantee's and the Department's
25 negative rights, limited access to the land, and lack of active involvement in the
26 day-to-day management activities on the Property, the Landowner shall
27 indemnify, protect, defend and holds harmless the Grantee and the Department,
28 their officers, directors, members, employees, contractors, legal representatives,
29 agents, successors and assigns (collectively, "Agents and Assigns") from and
30 against all liabilities, costs, losses, orders, liens, penalties, claims, demands,
31 damages, expenses, or causes of action or cases, including without limitation
32 reasonable attorneys' fees, arising out of or in any way connected with or relating
33 to the Property or the Easement. The Landowner shall be solely liable for injury
34 or the death of any person, or physical damage to any property, or any other costs
35 or liabilities resulting from any act, omission, condition, or other matter related to
36 or occurring on or about the Property, regardless of cause, unless due to the
37 negligence or willful misconduct of the Grantee, the Department, and/or their
38 respective Agents and Assigns. The Grantee shall be named as an additional
39 insured on Landowner's general liability insurance policy.
40

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

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

7
8 *16. Monitoring.*

9
10 The Grantee shall manage its responsibilities as holder of this Easement in order to
11 uphold the Purpose of this Easement. The Grantee's responsibilities include, but are
12 not limited to, annual monitoring, such additional monitoring as circumstances may
13 require, record keeping, and enforcement of this Easement, for the purpose of
14 preserving the Property's agricultural productive capacity and open space character in
15 perpetuity. Failure of the Grantee to carry out these responsibilities shall not impair
16 the validity of this Easement or limit its enforceability in any way. With reasonable
17 advance notice (except in the event of an emergency circumstance or prevention of a
18 threatened breach), Grantee shall have the right to enter upon, inspect, observe,
19 monitor and evaluate the Property to identify the current condition of, and uses and
20 practices on the Property and to determine whether the condition, uses and practices
21 are consistent with this Easement.

22
23 Grantee shall indemnify, defend with counsel of Landowner's choice, and hold
24 Landowner harmless from, all expense, loss, liability, damages and claims, including
25 Landowner's attorneys' fees, if necessary, arising out of Grantee's entry on the
26 Property, unless caused by a violation of this Easement by Landowner or by
27 Landowner's negligence or willful misconduct.

28
29 The Grantee shall report to the Department by June 30 of each year after the annual
30 monitoring visit, describing method of monitoring, condition of the Property, stating
31 whether any violations were found during the period, describing any corrective
32 actions taken, the resolution of any violation, and any transfer of interest in the
33 Property. Failure to do so shall not impair the validity of this Easement or limit its
34 enforceability in any way.

35
36 *17. Enforcement.*

37
38 The Grantee may take all actions that it deems necessary to ensure compliance with
39 the terms, conditions, covenants, and purposes of this Easement. The Grantee shall
40 have the right to prevent and correct violations of the terms, conditions, covenants,
41 and purposes of this Easement. If the Grantee finds what it believes is a violation or
42 potential violation, it may at its discretion take appropriate legal action to ensure
43 compliance with the terms, conditions, covenants, and purposes of this Easement and
44 shall have the right to correct violations and prevent the threat of violations. Except
45 when an ongoing or imminent violation could irreversibly diminish or impair the
46 agricultural productive capacity and open space character of the Property, the Grantee

Attachment C

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

3
4 If a court with jurisdiction determines that a violation may exist, has occurred, or is
5 about to occur, the Grantee may obtain an injunction, specific performance, or any
6 other appropriate equitable or legal remedy, including (i) money damages, including
7 damages for the loss of the agricultural conservation values protected by this
8 Easement, (ii) restoration of the Property to its condition existing prior to such
9 violation, and (iii) an award for all of the Grantee's expenses incurred in stopping and
10 correcting the violation, including but not limited to reasonable attorney's fees. The
11 failure of the Grantee to discover a violation or potential violation, or to take
12 immediate legal action to prevent or correct a violation or potential violation known
13 to the Grantee, shall not bar the Grantee from taking subsequent legal action. The
14 Grantee's remedies under this section shall be cumulative and shall be in addition to
15 all remedies now or hereafter existing at law or in equity.

16
17 Without limiting the Landowner's liability therefor, the Grantee shall apply damages
18 recovered to the cost of undertaking any corrective action on the Property. Should
19 the restoration of lost values be impossible or impractical for whatever reason, the
20 Grantee shall apply any and all damages recovered to furthering its mission, with
21 primary emphasis on agricultural conservation easement acquisition and enforcement.

22
23 In the event the Grantee fails to enforce any term, condition, covenant or purpose of
24 this Easement, as determined by the Department's Director, the Director and
25 successors and assigns shall have the right to enforce the Easement after giving notice
26 to the Grantee and the Landowner and providing a reasonable opportunity under the
27 circumstances for the Grantee to enforce any term, condition, covenant, or purpose of
28 the Easement. In the event that the Department's Director has reasonable cause to
29 suspect that the Grantee has failed to enforce any of the terms, conditions, covenants,
30 or purposes of the Easement, the Department's Director and successors and assigns
31 shall be entitled to exercise the same right to enter the Property granted to the
32 Grantee, including right of immediate entry in the event of an emergency or suspected
33 emergency where the Department's Director or successor or assign determines that
34 immediate entry is required to prevent, terminate or mitigate a violation of this
35 Easement.

36
37 Failure or refusal to exercise any rights under the terms of this Easement by the
38 Grantee in the event of a violation by the Landowner of any term herein shall not
39 constitute a waiver or forfeiture of the Grantee's right to enforce any term, condition,
40 covenant, or purpose of this Easement.

41 42 18. *Transfer of Easement.*

43
44 This Easement may only be assigned or transferred to a private nonprofit organization
45 that, at the time of transfer, is a "qualified organization" under Section 170(h) of the
46 United States Internal Revenue Code and meets the requirements of Section 815.3(a)

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

11
12 If the Grantee should desire to assign or transfer this Easement, the Grantee must
13 obtain written permission from the Landowner and the Department, which permission
14 shall not be unreasonably withheld.

15
16 If the Grantee or its successors ever ceases to exist or no longer qualifies under
17 Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the
18 Department, in consultation with the Landowner, shall identify and select an
19 appropriate private or public entity to whom this Easement shall be transferred.

20
21 *19. Perpetual Duration and No Merger of Title.*

22
23 Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with section
24 815), which defines and authorizes perpetual conservation easements; this Easement
25 shall run with the land in perpetuity. Every provision of this Easement that applies to
26 the Landowner or the Grantee shall also apply to their respective agents, heirs,
27 executors, administrators, assigns, and all other successors as their interests may
28 appear.

29
30 No merger of title, estate or interest shall be deemed effected by any previous,
31 contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in
32 the Property, or any portion thereof, to the Grantee, or its successors or assigns. It is
33 the express intent of the parties that this Easement not be extinguished by, merged
34 into, modified, or otherwise deemed affected by any other interest or estate in the
35 Property now or hereafter held by the Grantee or its successors or assigns.

36
37 *20. Transfer of Property Interest.*

38
39 Any time the Property itself, or any interest in it, is transferred by the Landowner to
40 any third party, the Landowner shall notify the Grantee and the Department in writing
41 at least thirty (30) days prior to the transfer of the Property or interest, and the
42 document of conveyance shall expressly incorporate by reference this Easement. Any
43 document conveying a lease of the Property shall expressly incorporate by reference
44 this Easement. Failure of the Landowner to do so shall not impair the validity of this
45 Easement or limit its enforceability in any way.

46

1 21. *Amendment of Easement.*

2
3 This Easement may be amended only with the written consent of the Landowner, the
4 Grantee, and the Department's Director. The Grantee must provide timely written
5 notice to the Department's Director of any proposed amendment(s). Any such
6 amendment shall be consistent with the Purpose of this Easement and with the
7 Grantee's easement amendment policies, and shall comply with all applicable laws,
8 including Section 170(h) of the Internal Revenue Code, or any regulations
9 promulgated in accordance with that section, and with Section 815 et seq. of the
10 California Civil Code, and the California Farmland Conservancy Program Act as
11 codified in Section 10200 et seq. of the California Public Resources Code, and any
12 regulations promulgated thereunder. No amendment shall diminish or affect the
13 perpetual duration or the Purpose of this Easement, nor the status or rights of the
14 Grantee under the terms of this Easement.

15
16 This Easement and any amendment to it shall be recorded in [*County name*] County.
17 Copies of any amendments to this Easement shall be provided to the Department
18 within 30 days of recordation.

19
20 22. *Extinguishment, Termination, and Eminent Domain*

21
22 *(NOTE: Due to the 2014 SALCP Guidelines and California Climate Investments*
23 *Funding requirements, the Landowner must waive the administrative termination*
24 *provision defined in Public Resources Code sections 10270-77. As a result, potential*
25 *easement extinguishment or termination shall be governed solely by judicial termination*
26 *proceedings or Eminent Domain.)*

- 27
28 a) It is the intention of the parties that the Conservation Purpose of this Easement
29 shall be carried out forever as provided in the Section 10211 of the California
30 Public Resources Code, Section 815 et seq. of the California Civil Code.
31 Accordingly, Landowner hereby waives on behalf of the Landowner and the
32 Landowner's successors and assigns all rights at law or in equity to request a
33 termination of this Easement pursuant to Public Resources Code sections 10270 et
34 seq.

35
36 Waiver of Right to Request Administrative Termination:

37
38 Landowner Initials: _____ [*and*] _____

- 39
40 b) If circumstances arise in the future that render all of the Purposes of this Easement
41 impossible to accomplish, this Easement may be terminated or extinguished,
42 whether in whole or in part, on the initiative of the Grantee or the Landowner, but
43 only by judicial proceedings in a court of competent jurisdiction. The Grantee
44 shall give notice to the Department of any prospective termination or
45 extinguishment of this Easement not less than sixty (60) business days before
46 initiating such proceedings. The Department may intervene in any such judicial

Attachment C

1 proceedings to protect or retain this Easement.
2

3 No inaction or silence by the Grantee shall be construed as abandonment of the
4 Easement. The fact that the Property is not in agricultural use, or that agricultural
5 use is no longer possible, is not reason for termination or extinguishment of this
6 Easement so long as any of the Purposes of this Easement remains possible to
7 accomplish. Other than pursuant to eminent domain or purchase in lieu of
8 eminent domain to acquire an interest in the Property necessary for a public use,
9 no other voluntary or involuntary sale, exchange, conversion, transfer,
10 assignment, lease, mortgage or other encumbrance, alienation or conveyance of
11 any kind of all or part of the Property, or of any interest in it, shall limit or
12 terminate or extinguish the provisions of this Easement.
13

14 Compensation of the Grantee and the Department on account of judicial
15 termination or extinguishment shall proceed as follows. The value of the
16 Easement terminated or extinguished shall be determined in accordance with this
17 Section 22(c), and the Grantee shall be entitled to receive from the Landowner the
18 entire value of the Easement to the extent terminated or extinguished. Until such
19 entitlement is paid to the Grantee in full, the amount of that entitlement shall be a
20 first priority lien on the Property with the same seniority as this Easement. That
21 entitlement shall be paid to the Grantee from the proceeds of all sales, exchanges,
22 or involuntary conversions of all or any portion of the Property subsequent to
23 such termination or extinguishment until paid in full. Upon receipt by the Grantee
24 of any such entitlement payments, those payments shall be allocated among
25 Grantee and the Department proportionate to the contribution each made to the
26 purchase of this Easement. Those proportionate shares are X% Grantee and X%
27 Department. This Easement shall not be deemed terminated or extinguished until
28 full payment is received by the Department and the Grantee.
29

- 30 c) The grant of this Easement gives rise to a property right immediately vested in
31 Grantee. For the purpose of determining the value of the Easement and the
32 amount to be paid to Grantee and the Department upon termination,
33 extinguishment, or acquisition for a necessary public use of the Easement or any
34 interest therein, and for the purpose of allocating proceeds from a sale or other
35 disposition of the Property at the time of termination of the Easement and the
36 Grantee's property right therein, the following shall apply:
37

38 As of the date of this Easement, an "Easement Percentage" is hereby
39 defined and established as the ratio of the value of the Easement at the
40 time of this grant to the value of the Property, unencumbered by the
41 Easement, at the time of this grant. The values of the Property shall
42 exclude any amounts attributable to improvements on the Property. For
43 the purposes of defining the "Easement Percentage," the Landowner and
44 the Grantee agree that the ratio of the value of the Easement to the value
45 of the Property unencumbered by the Easement is [X%].
46

Attachment C

1 Such ratio is a fraction, the numerator of which is the value of the
2 Easement and the denominator is the value of the Property unencumbered
3 by the Easement and as determined by an appraisal of the Property
4 approved by the Department prior to funding the acquisition of this
5 Easement. This Easement Percentage shall remain constant.

6
7 The parties stipulate and agree that the Easement shall have a fair market value
8 determined as the greater of:

- 9
10 i. The fair market value of the Property, excluding the value of the
11 improvements on the Property, as though unencumbered by this
12 Easement, at the time of the proposed termination, as determined by an
13 appraisal prepared by a qualified appraiser acceptable to the
14 Landowner and the Grantee, multiplied by the Easement Percentage;
15 or
16
17 ii. The value of the Easement at the time of the proposed termination as
18 determined by a qualified appraiser mutually acceptable to the
19 Landowner and the Grantee.

20
21 The appraiser shall follow the appraisal instructions jointly agreed to by the
22 Landowner, Grantee and Department. The appraisal shall include a before and
23 after analysis to assign value. Appraisals shall conform to the Uniform Standards
24 of Professional Appraisal Practices.

25
26 If the Landowner has initiated termination of the Easement through a judicial
27 proceeding, the Landowner shall pay the cost of the appraisal, and the appraisal is
28 subject to approval by the Department.

29
30 Nothing herein shall prevent the Landowner, the Grantee, or the Department from
31 having an appraisal prepared at its own expense.

- 32
33 d) If the Landowner receives notice, formal or informal, that any public, corporate,
34 or other authority intends to exercise or has threatened to exercise its power of
35 eminent domain as to the Property or any portion thereof or any interest therein,
36 Landowner shall promptly, and in any event in not less than fifteen (15) business
37 days after receipt of such notice, give written notice to the Grantee and the
38 Department of such receipt together with a copy of any and all communications
39 (including, without limitation, electronic transmissions) related to such
40 prospective eminent domain proceedings. The Landowner shall thereafter
41 promptly provide to the Grantee and the Department copies of all further
42 communications related to such proceedings and cooperate with the Grantee and
43 the Department in responding to such proceedings.
44
45 e) Should all or part of the Property or any interest in it be proposed for acquisition
46 for a necessary public use by public, corporate, or other authority with the power
47 of eminent domain (“Acquiring Entity”), the Landowner and the Grantee shall

Attachment C

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

9

10 If the Grantee receives any Compensation or proceeds whether by agreement, by
11 court order or otherwise for a taking by eminent domain or by purchase in lieu of
12 eminent domain of all or any portion of this Easement, those proceeds shall be
13 allocated among the Grantee and the Department proportionate to the contribution
14 each made to the purchase of this Easement according to the following
15 percentages: X% the Grantee and X% the Department.

16

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

19

20 f) Additionally, acquisition of the Easement through the power of eminent domain is
21 subject to the requirements of Section 10261 of the California Public Resources
22 Code, the eminent domain laws of the State of California, including Section
23 1240.510 or Section 1240.610 of the Code of Civil Procedure, federal law, and
24 this Easement. The Property may not be taken by eminent domain or in lieu of
25 eminent domain if the planned use is more than seven (7) years in the future
26 (California Code of Civil Procedure section 1240.220). Purchase in lieu of
27 condemnation, or settlement of an eminent domain proceeding, shall occur
28 pursuant to applicable laws and procedures, including but not limited to California
29 Government Code sections 7267.1 and 7267.2, and shall require approval of the
30 Grantee and the Department's Director. The Grantee and the Department shall
31 have an opportunity to accompany the appraiser for the Acquiring Entity when the
32 appraiser goes on the Property with Landowner. Should this Easement be
33 condemned or otherwise terminated on any portion of the Property, the balance of
34 the Property shall remain subject to this Easement and reimbursement shall be
35 pro-rated. In this event, all relevant related documents shall be updated and re-
36 recorded by the Grantee to reflect the modified easement area. Encumbrances
37 junior to this Easement shall remain subordinate to the Easement as amended.

38

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

41

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

44

1 23. *Interpretation.*

2
3 a) This Easement shall be interpreted under the laws of the State of California,
4 resolving any ambiguities and questions of the validity of specific provisions so as
5 to give maximum effect to its conservation purposes.

6
7 b) References to specific authorities in this Easement shall be to the statute, rule,
8 regulation, ordinance, or other legal provision that is in effect at the time this
9 Easement becomes effective.

10
11 c) No provision of this Easement shall constitute governmental approval of any
12 improvements, construction or other activities that may be permitted under this
13 Easement.

14
15 24. *Notices.*

16
17 Any notices to the Landowner and the Grantee required by this Easement shall be in
18 writing and shall be personally delivered or sent by First-Class Mail to the following
19 addresses, unless a party has been notified by the other of a change of address:

20
21 To the Landowner:

22
23 _____
24 _____
25 _____

26
27 To the Grantee:

28
29 _____
30 _____
31 _____

32
33 Any notices required by this Easement to be sent to the Department shall be in writing
34 and shall be personally delivered or sent by First-Class mail, at the following address,
35 unless a party has been notified by the Department of a change of address:

36
37 To the Department of Conservation:

38
39 Department of Conservation
40 801 K Street, MS 14-01
41 Sacramento, CA 95814
42 Attn: Sustainable Agricultural Land Conservation Program
43

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

- 2
- 3 a) Nothing in this Easement shall be construed as giving rise to any right or ability in
4 the Grantee or the Department of Conservation to exercise physical or
5 management control over the day-to-day operations of the Property, or any of the
6 Landowner's activities on the Property, or otherwise to become an "owner" or
7 "operator" with respect to the Property as those words are defined and used in
8 environmental laws, including the Comprehensive Environmental Response,
9 Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any
10 corresponding state and local statute or ordinance.
- 11
- 12 b) The Landowner warrants that it has no actual knowledge of a release or
13 threatened release of any Hazardous Materials on, at, beneath or from the
14 Property. Moreover the Landowner hereby promises to defend and indemnify the
15 Grantee and the Department against all litigation, claims, demands, penalties and
16 damages, including reasonable attorneys' fees, arising from or connected with the
17 release or threatened release of any Hazardous Materials on, at, beneath or from
18 the Property, or arising from or connected with a violation of any Environmental
19 Laws by the Landowner or any other prior owner of the Property. The
20 Landowner's indemnification obligation will not be affected by any
21 authorizations provided by the Grantee to the Landowner with respect to the
22 Property or any restoration activities carried out by the Grantee at the Property;
23 provided, however, that the Grantee will be responsible for any Hazardous
24 Materials contributed after this date to the Property by the Grantee.
- 25
- 26 c) The Landowner warrants that it is in compliance with, will remain in compliance
27 with, all applicable Environmental Laws. The Landowner warrants that there are
28 no notices by any governmental authority of any violation or alleged violation of,
29 noncompliance or alleged noncompliance with or any liability under any
30 Environmental Law relating to the operations or conditions of the Property.
- 31
- 32 d) "Environmental Law" or "Environmental Laws" means any and all federal, state,
33 local or municipal laws, rules, orders, regulations, statutes, ordinances, codes,
34 guidelines, policies, or requirements of any governmental authority regulating or
35 imposing standards of liability or standards of conduct (including common law)
36 concerning air, water, solid waste, Hazardous Materials, worker and community
37 right-to-know, hazard communication, noise, radioactive material, resource
38 protection, subdivision, inland wetlands and watercourses, health protection, and
39 similar environmental health, safety, building and land use as may now or at any
40 time hereafter be in effect.
- 41
- 42 e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste
43 oils, explosives, reactive materials, ignitable materials, corrosive materials,
44 hazardous chemicals, hazardous wastes, hazardous substances, extremely
45 hazardous substances, toxic substances, toxic chemicals, radioactive materials,
46 infectious materials, and any other element, compound, mixture, solution or

Attachment C

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

- 3
- 4 f) If at any time after the effective date of this Easement there occurs a release,
5 discharge or other incident in, on, or about the Property of any substance now or
6 hereafter defined, listed, or otherwise classified pursuant to any federal, state, or
7 local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise
8 contaminating to the air, water, or soil, or in any way harmful or threatening to
9 human health or the environment, the Landowner agrees to take any steps that are
10 required of the Landowner with respect thereto under federal, state, or local law
11 necessary to ensure its containment and remediation, including any cleanup.

12

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

14

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

23

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

25

26 With permission of the Grantee pursuant to Section 4, the Landowner may grant
27 subsequent easements, including conservation easements, interests in land, or use
28 restrictions on the Property. Under no circumstances shall the Grantee approve the
29 granting of subsequent easements, interests in land, or use restrictions that might
30 diminish or impair the agricultural productive capacity or open space character of the
31 Property. The Grantee's written approval shall be obtained at least thirty (30) days in
32 advance of the Landowner's execution of any proposed subsequent easement,
33 interests in land, or use restriction on the Property, and such subsequent easements,
34 interests in land, and use restrictions shall make reference to and be subordinate to
35 this Easement. The Grantee shall notify the Department immediately upon receipt of
36 request by the Landowner to grant a subsequent easement, interest in land, or use
37 restriction on the Property. The Grantee shall notify the Department in the event that
38 it approves the grant of any subsequent easement, interest in land, or use restriction
39 on the Property.

40

41 *28. Severability.*

42

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

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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

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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.

State of California
County of _____)

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.

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

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

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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.

State of California
County of _____)

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.

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

WITNESS my hand and official seal.

Signature _____

Attachment C

1 ATTACHMENTS

2

3 Exhibit A (Legal Description) Attached

4 Exhibit B (Vicinity Map) Attached

5 Exhibit C (Building Envelope and Existing Improvements) Attached

6 Exhibit D (Prior Encumbrances) Attached

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Attachment C

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Exhibit A
(Legal Description)

Attachment C

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Exhibit B
(Vicinity Map)

Attachment C

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Exhibit C
(Building Envelope and Existing Improvements)

Attachment C

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Exhibit D
(Prior Encumbrances)