

California Purchase of Agricultural Conservation Easement Programs

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About American Farmland Trust

American Farmland Trust (AFT) is the only national conservation organization dedicated to protecting farmland, promoting sound farming practices, and keeping farmers on the land. Founded in 1980, AFT's research and advocacy have led to major advancements in both federal and state policy.

About AFT's California Regional Office

Since 1983, American Farmland Trust has published groundbreaking research, led smart-growth and farming coalitions, and worked with farmers to implement climate-smart agricultural practices in California. Some of their many achievements include launching and financing agricultural land trusts and championing statewide farmland conservancy and monitoring and mapping programs.

About AFT's Farmland Information Center

The Farmland Information Center (FIC) is a project of American Farmland Trust that serves as a clearinghouse for information about farmland protection, serving people working to save farmland and ranchland for agriculture. It is a partnership with USDA Natural Resources Conservation Service. In addition, it offers an Answer Service through which Farmland Information Center staff are available to answer questions and provide assistance by phone and e-mail. Visit www.farmlandinfo.org for more information.

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Background

These resources have been developed for AFT’s California Regional Office by the Farmland Information Center. The purpose of preparing this brief and related documents is to inform interested policymakers and advocates about the current state of California’s purchase of agricultural conservation easement (PACE) programs.

Each year, California loses an average of 50,000 acres of agricultural land, the equivalent of more than one and a half times the area of San Francisco. This loss of farmland, especially to urban and suburban development, also contributes to rising greenhouse gas (GHG) emissions.

Land conservation offers a double benefit for the climate. It not only helps absorb greenhouse gases; it also prevents significant greenhouse gas emissions that would result from development — including deforestation, construction and the additional driving required by poorly planned growth. By capturing and sequestering carbon, working landscapes help to regulate atmospheric carbon dioxide, the most important driver of climate change.

To meet California’s ambitious goals of reducing greenhouse gas emissions and safeguarding the state from the impacts of climate change, the protection and management of natural and working lands will be critical. Natural and working lands investments can result in net zero or even negative greenhouse gas emissions over time while providing resiliency co-benefits like improved water quality and retention, flood prevention, public health and safety benefits, food and forest products, job creation, recreation and tourism revenue and wildlife habitat, among other benefits.

Methods

This informational policy brief offers a detailed, comparative view of four of California’s state programs that purchase agricultural conservation easements: the **California Farmland Conservancy Program**; the **Rangeland, Grazing Land, and Grassland Protection Program**; the **Sustainable Agricultural Lands Conservation Program**; and the **Agricultural Land Mitigation Program**. Information about each program was compiled using 11 factors to allow direct comparison of program purposes and implementation methods. These factors were selected to represent the most common features of state easement grant programs.

Program information was gathered using program guidelines, state statutes, administrative regulations, AFT’s Farmland Information Center annual “Status of State Purchase of Agricultural Conservation Easement Programs” surveys, and communications with program staff from the California Department of Conservation and the Wildlife Conservation Board.

California Farmland Conservancy Program

California Farmland Conservancy Program draft guidelines for FY 2021 were released on January 13, 2021. The public comment period closes on February 12, 2021, with an official solicitation expected in March 2021. This section was drafted prior to the release of these draft guidelines and is based on the 2018 Request for Grant Applications, statute and regulations, and communications with Department of Conservation staff.

Statutory Authority and Program Purpose

The California Farmland Conservancy Program (CFCP) was established in 1995 by the California Farmland Conservancy Program Act.¹ Administrative regulations for the program have also been promulgated.² The stated purpose of CFCP is to encourage voluntary, long-term private stewardship of agricultural lands, protect farming and ranching operations from nonfarm or nonranch land uses, protect the agricultural economy of rural communities, and encourage local land use planning for conservation of agricultural land.³

Administering Agency's Role

CFCP is administered by the California Department of Conservation (the Department), Division of Land Resource Protection. Department staff process applications and provide funding for eligible projects, but the state does not hold easements directly. CFCP provides grant funding to eligible entities to acquire, steward, and monitor agricultural conservation easements. Approximately 0.5 full-time equivalent staff members work directly with easement acquisitions on behalf of CFCP.

Grants for Fee Acquisitions

CFCP has statutory authority to acquire land in fee.⁴ The program funds fee acquisitions in the form of reimbursable grants as part of a buy-protect-sell (BPS) transaction. The grant recipient temporarily holds fee title before selling it subject to an agricultural conservation easement to a private landowner within three years.⁵ The program's objective is to keep land in private production, so land must be returned to private ownership. Fee transactions require a minimum match requirement of 5% of the grant value.⁶ The recipient must reimburse the CFCP Fund the fair market value of the property less the value of the easement plus costs within 30 days after sale of restricted fee title to landowner.

¹ [Public Resources Code §§ 10200-10277](#)

² [14 CCR §§ 3000-3015](#)

³ [Public Resources Code § 10202](#)

⁴ [Public Resources Code § 10230](#)

⁵ [Public Resources Code § 10239](#)

⁶ [Public Resources Code § 10233](#)

Project Eligibility

Eligible applicants for CFCP include cities, counties, resource conservation districts, regional park or open space districts or authorities, and nonprofit organizations. The applicant must have agricultural conservation among its stated purposes. Nonprofit organizations must hold a tax exemption under Internal Revenue Code (IRC) Section 501(c)(3) with the conservation of agricultural lands in its purpose.⁷

Land that is eligible for CFCP funding must be agricultural land.⁸ The parcel must be expected to continue to be used for and large enough to sustain commercial agricultural production. Additional criteria include the following:⁹

- The land is in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production.
- The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment must be reflected in the goals, objectives, policies, and implementation measures of the plan as they relate to the area of the county or city where the easement acquisition is proposed.
- The land proposed for protection is likely to be converted to non-agricultural use in the foreseeable future.

Public notification is required within specified timeframes prior to funding.¹⁰ Written notice must be provided to the county and/or city, adjacent landowners, and provided in a newspaper. Local government resolutions of support are required. A recent real estate appraisal is also required.¹¹

Project Ranking

Applications are evaluated based on the following factors:^{12,13}

- The quality of the agricultural land based on land capability, Farmland Mapping and Monitoring Program definitions, productivity indices, and other soil, climate, and vegetative factors;
- Meets multiple natural resource conservation objectives, including wetland protection, wildlife habitat conservation, and scenic open-space preservation;
- The extent of a city or county's long-term commitment to agricultural land conservation as demonstrated by general plans, land use policies, California Environmental Quality

⁷ As defined by IRC Sec. 170(b)(1)(A)(vi) or 170(h)(3).

⁸ "Agricultural land" means prime farmland, farmland of statewide importance, unique farmland, farmland of local importance, and commercial grazing land as defined in the [Guidelines for the Farmland Mapping and Monitoring Program](#), pursuant to Section 65570 of the Government Code. In those areas of the state where lands have not been surveyed for classification, land shall meet the requirements of "prime agricultural land" as set forth in subdivision (c) of Section 51201 of the Government Code.

⁹ [Public Resources Code § 10251](#)

¹⁰ [Public Resources Code § 10254](#)

¹¹ [14 CCR § 3010](#)

¹² See CFCP 2018 Request for Grant Applications, Appendix B.

¹³ [Public Resources Code § 10252](#)

Act policies, right-to-farm ordinances, the existence of local agricultural land trusts or conservancies, and strategies for the economic support of agriculture;

- If located in a county that participates in the Williamson Act, the land is within a county or city agricultural preserve;¹⁴
- Within two miles outside of a city's sphere of influence;¹⁵
- Applicant has the fiscal and technical capability to carry out the proposal, demonstrated by agricultural land conservation expertise on the governing board or staff of the applicant, or through partnership with an organization that has that expertise;
- Demonstrates a coordinated approach among affected landowners, local governments, and nonprofit organizations. If other entities are affected, there is written support for the proposal. The support of neighboring landowners is also considered;
- Conservation of the land supports long-term private stewardship and continued agricultural production in the region;
- Demonstrates an innovative approach to agricultural land conservation with a potential for wide application in the state;
- Amount of matching funds and in-kind services contributed by local governments and other sources toward the acquisition;
- Acquisition is cost-effective in comparison to the fair market value; and
- Other relevant considerations established by the director:
 - Information providing evidence that, by acquisition of an agricultural conservation easement for a given parcel or parcels, long-term conservation of neighboring lands through any combination of geographic, zoning, or other considerations can logically be expected without incurring costs of additional easement acquisitions.

Application Process and Match Requirements

Applications must include an executive summary, project details, a preliminary title report (less than six months old), assessor's parcel maps, a landowner letter of intent, conflict of interest and easement amendment policies, an easement appraisal (or estimated easement valuation), a project monitoring plan, and a project budget.

The application process takes about four to six months. After submission, the review period for eligibility takes up to 180 days. Staff review applications to ensure eligibility and make recommendations to the director of the Department who makes final funding decisions. Once an application is selected for funding, the acquisition process takes between six months to two years. Grant agreements are executed upon selection. Agreements include conditions for funding, an established budget, and schedule. This information may be used to comply with Proposition 84 bond authorization reports. Grants must be completed within two years. Issues with property titles often cause delay.

¹⁴ [Government Code §§ 51200 to 51297.4](#)

¹⁵ A Sphere of Influence is a plan for the probable physical boundaries and service area of a local government agency (Government Code § 56076).

A funding match is required of the applicant of at least 5% of the value of the grant. Alternatively, a landowner may donate at least 10% of the easement value. If both matching funds and donations are used, the combined match must be at least 10% of the value of the easement.

Per statute, some direct costs associated with acquiring an easement may be paid directly to the applicant, not more than 10% of the easement value. This can include the cost of lost property tax revenue from the establishment of the easement.¹⁶ In addition, the program reimburses school districts that request reimbursement for any net loss of property tax revenues as a result of the program.¹⁷

Program Funding

Funding has come from a variety of sources, including the general fund, the Environmental License Plate Fund, the Soil Conservation Fund, and proceeds from Propositions 12, 40, and 84.^{18,19} Proposition 68 was passed in 2018²⁰ and will serve as a source of funding along with Propositions 12 and 40 starting in FY 2021.²¹

Easement Provisions

Minimum easement terms are set by statute as follows:²²

- Must be in perpetuity, subject to review after 25 years. Easements may only be terminated after 25 years upon the request of a landowner, with the approval of the local government, and if certain conditions are met.²³
- Easements cannot restrict husbandry practices.²⁴
- An easement shall not prevent any of the following, as long as the agricultural productivity is not significantly impaired:
 - The granting of leases, assignments, or other authorization, for the exploration, development, storage, or removal of oil and gas by the landowner,
 - The granting of rights-of-way by the landowner for the water, sewage, electric, telephone, gas, oil, or oil products lines, stock water development and storage, energy generation, and fencing.
 - The construction and use of structures necessary for agricultural production and marketing.
 - Customary part-time or off-season rural enterprises or activities.
- An easement may provide for additional residences for the immediate family members of the landowner. The 2018 grant application guidelines limit each single-family residence to a

¹⁶ [Public Resources Code § 10231](#)

¹⁷ [Public Resources Code § 10245](#)

¹⁸ Proposition 84 codified in [Public Resources Code § 75055\(d\)\(3\)](#)

¹⁹ [Prop. 84 Bond Accountability for CFCP](#)

²⁰ Proposition 68 codified in [Public Resources Code § 80134](#)

²¹ See [Solicitation Notice and Application for 2021 California Farmland Conservancy Grants](#)

²² [Public Resources Code § 10262](#)

²³ [Public Resources Code § 10273](#)

²⁴ [Public Resources Code § 10238](#)

maximum living area of 3,000 square feet, which must be located within a building envelope and may not be enlarged.

- Easements may not prohibit either secondary dwelling units or farmworker housing.
- There is no public access required on easement parcels.

Conservation Planning

The preparation of an on-farm conservation plan is not required to participate in this program.

Monitoring and Stewardship

Up to 50% of contributions to an easement monitoring endowment for the subject property may be part of the match requirement. This contribution may be provided in the form of cash or in-kind services, or any combination thereof, as determined by the Department. Direct funding for stewardship is an ineligible cost.

Benefits for Socially Disadvantaged Farmers

CFCP is currently funded through the Proposition 84 bond authorization, which tracks and reports whether a project is located in a socially disadvantaged community. There are no additional requirements or provisions. Additional benefits are included in the 2021 CFCP program guidelines.

Proposition 68

Proposition 68 was passed in 2018 to authorize a bond issuance providing funding for a variety of programs addressing “drought, water, parks, climate, coastal protection, and outdoor access for all.”²⁵ The legislation added Public Resources Code § 80134(c)(1) to provide that \$20,000,000 will be available to the Department of Conservation to “protect, restore, or enhance working lands and riparian corridors through conservation easements or other conservation actions” and for the California Farmland Conservancy Program.²⁶

On January 13, 2021, the Department issued a draft solicitation notice for CFCP that incorporated the use of Prop. 68 funds.²⁷ The official solicitation is due to be released in March 2021, after which applications for agricultural conservation easements and land improvement grants will be accepted.

Prop. 68 requires that at least 15% of available funds be allocated to projects serving severely disadvantaged communities, defined as a community with a median household income less than 60% of the statewide average. In accordance with this requirement, the 2021 draft CFCP guidelines provide that:

- Disadvantaged communities are eligible for up to 25% advance payments;

²⁵ [SB-5 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018](#)

²⁶ [Public Resources Code § 80134\(c\)\(1\)](#)

²⁷ [2021 CFCP Solicitation Notice - Public Comment Draft](#)

- Selection criteria crediting projects serving severely disadvantaged and/or socially disadvantaged farmers/ranchers; and
- The Department may prioritize funding for projects serving severely disadvantaged communities.

This report may be updated to include additional details related to CFCP implementation once the FY 2021 guidelines are finalized.

Rangeland, Grazing Land, and Grassland Protection Program

Statutory Authority and Program Purpose

In September 2002, the “Rangeland, Grazing Land and Grassland Protection Act of 2002” was enacted. The Rangeland, Grazing Land, and Grassland Protection Program (the RGGPP) was created in statute to protect rangeland, grazing land, and grasslands through the use of conservation easements, prevent the conversion of land to nonagricultural uses, protect the long-term sustainability of livestock grazing, and ensure continued wildlife, water quality, watershed, and open-space benefits of livestock grazing.²⁸

The Wildlife Conservation Board (WCB) is the designated entity to administer the program. The WCB has authority to fund the acquisition of real property interests under the California Fish and Game Code.²⁹

Administration of the program is provided in Program Guidelines published on the WCB website.³⁰

Administering Agency’s Role

The program is administered by the WCB, which unlike the Department of Conservation, does not have agriculture as a stated purpose. Its purpose is to provide for wildlife protection and preservation and maximize recreational opportunities for the state. The WCB does not hold easements, but rather provides grants to eligible entities to hold and monitor easements acquired using WCB funds. The number of full-time equivalent staff that work directly with easement acquisitions is currently unknown.

Grants for Fee Acquisitions

While the WCB has the authority to hold land in fee, the purpose of the program is only to acquire agricultural conservation easements.

²⁸ [Public Resources Code §§ 10330 to 10344](#)

²⁹ [Fish and Game Code § 1348](#)

³⁰ [Rangeland, Grazing Land, and Grassland Protection Program Application and Guidelines](#) (the “guidelines”); see Appendix C.

Project Eligibility

Eligible applicants and partners include state or local public agencies, special districts, resource conservation districts, joint authorities, and nonprofit organizations.³¹

Projects that are eligible to receive RGGPP funding must:

- Contain rangeland, grazing land, or grassland used or suitable for grazing;³²
- Be zoned for agricultural grazing or open-space use;
- Be used or suitable for habitat for aquatic or terrestrial wildlife species or native plants.³³

Proposed easements must protect, restore, or enhance rangeland, grazing land, or grassland and sustain the character of the property.

Project Ranking

The following criteria are considered in evaluating proposals:

- Productivity or potential productivity of the land;
- Long-term economic viability of the property;
- Threat to the property of urban or intensified rural development;
- Presence of scenic open-space or viewshed, historic, or archeological values, or unique geologic features;
- Presence of water resources, including groundwater recharge;
- Presence of vegetation with ecological significance, such as oak woodlands, forests, riparian corridor, or native vegetation;
- Quality of the soil;
- Location of the property relative to an urban Sphere of Influence;
- Location of the property relative to other properties preserved by conservation easements;
- Whether protecting this property will assist in protecting other lands; and
- Geographic concentration of other rangelands, grazing lands, and grasslands.³⁴

When preparing proposals, applicants are asked to describe how the project addresses the long-term sustainability of livestock grazing on the property and in the region, whether the project will prevent the conversion of rangeland to nonagricultural uses, and several wildlife and open-space benefit criteria, including:

- The number of acres of habitat types found on the property, with soil types;
- The species that may benefit from the proposal;
- How the size of the property promotes ecological integrity and provides wildlife habitat values;
- How the easement will protect or enhance water quality and watershed;

³¹ “Nonprofit organization” means any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (Division 2 of Title 1 of the Corporations Code), qualified to do business in California, and qualified under IRC Section 501 (c)(3) that has as a principal purpose the conservation of land and water resources.

³² Refer to pages 4-6 of the guidelines for definitions of each land use term.

³³ [Public Resources Code § 10332](#)

³⁴ [Public Resources Code § 10337](#)

- Whether the project protects historic or archaeological values or unique geologic features; and
- The project location in relation to other protected areas, including parkland, wildlife areas, and other lands protected with agricultural or wildlife easements.³⁵

Application Process and Match Requirements

Application submissions must contain a legal property description, a description of the current land use and habitat types, an appraisal, and disclosure of environmental conditions.³⁶ In addition to narrative descriptions of how the project addresses program goals, applications must include maps and site photographs, contact information for adjacent landowners and mineral right holders, a monitoring plan, and a copy of the draft easement. A Baseline Conditions Report describing the property and the health of its resources and conservation values must be completed, signed, and certified by the landowner and the easement holder prior to closing.

Project proposals that include funding partners may receive a higher priority than those applicants requesting 100% of the easement cost. The program guidelines do not provide provisions for reimbursing transactional costs associated with the acquisition. The program statute provides authority for WCB or the grant recipient to accept funds from the seller of the easement for transaction costs.³⁷

Program Funding

The program was originally funded by bond authorizations, most recently by Proposition 84.³⁸ According to the program website and confirmed by program staff, there is currently no funding available for this program. All available funds have been allocated. Funding has not been available for the program for several years.³⁹

Easement Provisions

The required easement terms are provided in the program guidelines as follows:

- The easement must be in perpetuity.
- The easement was not, and is not, required to satisfy a condition imposed upon the landowner by any lease, permit, license, certificate, or other entitlement for use issued by one or more public agencies, including, but not limited to, the mitigation of significant effects on the environment of a project pursuant to an approved environmental impact report or mitigated negative declaration.
- Landowners must certify the proposed use is consistent with local land use plans and zoning requirements.

³⁵ See the guidelines.

³⁶ [Public Resources Code § 10338](#)

³⁷ [Public Resources Code § 10340](#)

³⁸ [Prop. 84 Bond Accountability Detail](#)

³⁹ According to communications with WCB program staff.

- Holders of mineral rights will be notified of the intent to purchase a conservation easement.⁴⁰
- The easement shall contain at a minimum, information outlined in the “WCB Conservation Easements, Minimum Requirements”.⁴¹

Conservation Planning

Conservation plans (which may be referred to as management plans) are not required as a condition of funding but may be required on a case-by-case basis.⁴² In those cases, WCB typically gives the applicant one year from the date of closing to implement the plan. Plans are subject to review and approval.

Monitoring and Stewardship

In completing the program application, applicants are asked which stewardship practices have been or will be implemented that make the ranch unique and promote conservation, economic integrity, and resource values on the property. The easement holder is also asked to prepare a specific monitoring plan at the time of application.

The holder of the conservation easement must review and monitor the project site at least annually to assess compliance with the terms and conditions of the conservation easement. The holder of the easement reports the findings of the annual review to the WCB and arranges for the WCB to access the protected property at least once every three years.

The conservation easement shall contain a statement that any costs incurred by either party for the purpose of correcting a default on the part of the landowner or the easement holder will be borne by the losing party.

Benefits for Socially Disadvantaged Farmers

There are no provisions for farmers who are disadvantaged.

Sustainable Agricultural Lands Conservation Program

Statutory Authority and Program Purpose

The Sustainable Agricultural Lands Conservation Program (SALC) is a component of the Affordable Housing and Sustainable Communities (AHSC) Program. The AHSC program was enacted by statute in 2014.⁴³ The Strategic Growth Council (SGC), in consultation with the California Air Resources Board (CARB), was tasked with developing the program and

⁴⁰ See [program webpage](#).

⁴¹ See pages A-9 through A-13 of the guidelines.

⁴² According to communications with WCB program staff.

⁴³ [SB 862](#) (2014, Ch. 36, Sec. 21), codified in [Public Resources Code §§ 75210 to 75218.1](#)

delegating administration to a state agency. The SGC was also given the authority to award grants and develop guidelines for providing financial assistance.⁴⁴

The California Health and Safety Code apportions 20% of Greenhouse Gas Reduction Fund (GGRF) auction proceeds to SGC for use in the AHSC program on an annual basis.⁴⁵ SALC was developed as a component of AHSC to administer projects eligible for GGRF funds pursuant to these sections. The Department of Conservation (the Department), in conjunction with the Natural Resources Agency, administers SALC on behalf of the SGC. The Department's authority for agricultural land protection derives from the various sections of California statutes detailing the state's role in agricultural preservation and planning.⁴⁶

SALC is not specifically identified in statute. Details about program administration are set out in Program Grant Guidelines published each fiscal year.⁴⁷ Guidelines for the most recent round of funding included a public comment period prior to final release publication.

The statutory purpose of the program is to reduce greenhouse gas emissions (GHGs) through land use, housing, and agricultural land preservation projects supporting compact development. The statute directs that projects must demonstrate reduction in GHGs, as well as additional co-benefits. It specifically identifies agricultural easement acquisitions as eligible AHSC projects.⁴⁸

Administering Agency's Role

SALC was identified by the SGC as most appropriately administered by the Department in conjunction with the Natural Resources Agency. SALC was developed in consultation with the Department of Food and Agriculture.

SALC provides grant funding to eligible entities to acquire, steward, and monitor agricultural conservation easements. Approximately 4.5 full-time equivalent staff members work directly with easement acquisitions as part of SALC.

Grants for Fee Acquisitions

Up to three fee acquisitions and no more than 25% of available funding is available for fee acquisition pilot projects. The buyer must lease the property within a reasonable time to private operators for agricultural use or sell the property to a private operator. If the applicant intends to

⁴⁴ [Public Resources Code § 75125](#)

⁴⁵ [Public Resources Code § 39719\(b\)\(1\)\(C\)](#)

⁴⁶ The Department's authority for agricultural land protection derives from various sections of statute:

- [Public Resources Code §§ 10200-10277](#), the California Farmland Conservancy Program
- [Public Resources Code §§ 10280-10283](#), Agricultural Protection Planning Grant Program
- [Government Code § 65570](#), the Farmland Mapping and Monitoring Program
- [Government Code §§ 51200-51297.4](#), the Williamson Act
- [Public Resources Code Division 9](#), governing Resource Conservation Districts

⁴⁷ [Sustainable Agricultural Lands Conservation Program Final Program Guidelines 2020](#) ("SALC Guidelines"); see Appendix D.

⁴⁸ [Public Resources Code § 75212\(h\)](#)

sell the property, it must be sold within three years. Title to the property must be encumbered in perpetuity with a number of specified covenants:

- The land must actively be used for agricultural uses;
- Permanent severance of water rights is prohibited;
- Property development is restricted, consistent with an agricultural conservation easement;
- All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region;
- The state must be paid its proportionate share of the net proceeds from the fair market sale of the burdened fee title within 30 days of close of escrow;
- At least once every 12 months, a report must be sent to the Department certifying that the conditions of the deed are being upheld;
- At least once every 12 months, the Department must be allowed to access the property for monitoring and verifying compliance with the terms of the deed.

Easement acquisition criteria also apply to fee purchases.

Project Eligibility

Eligible applicants for SALC include cities, counties, resource conservation districts, regional park or open-space districts or authorities, California Native American tribes,⁴⁹ and nonprofit organizations. Nonprofit organizations must hold a tax exemption under Internal Revenue Code (IRC) 501(c)(3) with the conservation of agricultural lands in its purpose.⁵⁰ Nonprofits must also be accredited by the Land Trust Accreditation Commission (LTAC)⁵¹ or adopt equivalent or greater policies as typically required by LTAC. The easement holder must have the conservation of agriculture, rangeland, or farmland among their stated purposes.

The land that is being proposed for an easement must be agricultural land. Some agricultural intensification restrictions on *non-cultivated* land are permitted if the restriction is consistent with the property's continuing agricultural use and agricultural use of the property is not substantially impaired.

Proposed projects must meet these eligibility criteria:

- Not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property;⁵²
- No known agricultural constraints (e.g., contamination);
- Supports infill and compact development;

⁴⁹ As identified in [Civil Code § 815.3](#)

⁵⁰ As defined by IRC Sec. 170(b)(1)(A)(vi) or 170(h)(3)

⁵¹ [Land Trust Accreditation Commission](#)

⁵² If the easement is sought to be used as a mitigation requirement in exchange, for example, for receiving a building permit, the landowner must set aside a number of acres that will not be developed. This program does not provide funding for easements being used for these purposes. This requirement also ensures compliance with [Civil Code § 815.2](#), which requires that a conservation easement be voluntary.

- Supports the implementation of a Sustainable Communities Strategy⁵³ or, if a Sustainable Communities Strategy is not required, a regional plan that includes policies to reduce GHG emissions;
- Consistent with California’s Planning Priorities;⁵⁴
- In an area that possesses necessary market, infrastructure, and agricultural support services to support commercial agriculture;
- Expected to be used for and large enough to sustain commercial agricultural production;
- Demonstrates it will achieve a reduction in GHG emissions using CARB’s methodology;⁵⁵ and
- At risk of conversion to non-agricultural uses.

Submitted projects that satisfy eligibility criteria will then be evaluated for readiness and receive an A, B, C, or D “Readiness Ranking.” Readiness is based on whether there is match funding and/or whether there are title concerns. A or B ranks will be ranked against one another using “Selection Criteria” below, and C ranks will be evaluated if funding allows. D ranks will not be funded or further evaluated.

Project Ranking

Once Readiness Rankings are established, projects are given a numerical score according to the “Selection Criteria” table provided on pages 17 and 18 of the SALC guidelines. The most heavily weighted criteria for SALC relate to whether the property is in commercial agricultural use and the risk that the property will be converted to development. These criteria account for 100 out of 155 possible points. Additional criteria ask applicants to show to what extent a proposed project provides environmental, economic, public health, and other co-benefits.⁵⁶ Points are also awarded if the project is expected to benefit priority populations, and if the applicant has the capacity to acquire and manage a perpetual easement.

Application Process and Match Requirements

Before they can apply, applicants are required to submit a pre-proposal that summarizes the project, provides a preliminary title report (less than 12 months old), and includes maps of the project showing boundaries, location, and building envelopes. Materials that must be submitted with a full application include maps, evidence of risk of conversion, a preliminary title report, applicant resolutions of support, a letter notifying the local government’s planning director about the application, a landowner letter of intent, easement valuation documentation (appraisal or other supporting evidence), and documentation of the organizational capacity and eligibility of the applicant. The local planning director and regional transportation planning agency have 30 days to provide comments regarding the application. SALC may consider these comments when evaluating the application.

⁵³ [Sustainable Communities Strategies](#)

⁵⁴ [California’s Planning Priorities](#)

⁵⁵ [California Air Resources Board Agricultural Lands Conservation Easement Quantification Methodology](#)

⁵⁶ See page 7 of the SALC Guidelines.

Department staff perform an initial review of projects for criteria compliance, and funding decisions are then made by an interagency committee including SGC staff. Once a project is selected for funding, the parties enter into a Grant Agreement with additional terms and conditions for closing. The acquisition must be completed within two years of the grant agreement effective date. This may be extended by an additional year with justification.

There is no requirement to provide match funding, but matches are considered during the “Readiness Ranking” process. Applicants may not use other Department funding as a match.

There is no maximum award for acquisition grants. Grants for easement acquisitions may cover up to 75% of the value of the easement. Grants for pilot fee title acquisition projects may cover up to 75% of the agricultural easement value of the property’s fair market value. All projects are eligible to receive up to \$50,000 in addition to the acquisition cost for reasonable associated costs.⁵⁷ This amount may increase if the SGC determines the costs are commensurate with the work needed to complete the project. Applicants are expected to submit a detailed budget if the project is selected.

Because SALC is a California Climate Investments (CCI) program, it must follow greenhouse gas emissions and job creation reporting requirements. SALC measures vehicle miles avoided by protecting agricultural land. Applicants are also asked to estimate potential employment benefits associated with their proposed project. If a project cost exceeds \$1 million, applicants must report on post-closing employment outcomes. There are several other “co-benefits” that are achieved through SALC-funded projects, as required for GGRF funds by the California Global Warming Solutions Act of 2006.⁵⁸

Program Funding

SALC is one of several CCI programs that are supported by cap-and-trade auction proceeds administered by CARB. Auction revenues from these auctions are deposited into the GGRF. These funds are appropriated to a number of programs each year.⁵⁹ All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Easement Provisions

The required easement terms as listed in the program guidelines are as follows:

- Must have clean title (no restrictions or encumbrances that have the potential to undermine the state’s investment);
- If the surface landowner owns less than 51% of the underlying mineral rights, there must be an evaluation and potentially a quiet title action, subordination, or deed language restricting surface access to rights;
- Mortgages, liens, and other financial encumbrances must be subordinated or paid off in closing;

⁵⁷ See page 14 of the SALC Guidelines for a full list of eligible and ineligible costs.

⁵⁸ [California Global Warming Solutions Act of 2006 \(AB 1532\)](#)

⁵⁹ [Greenhouse Gas Reduction Fund Appropriations by Fiscal Year](#)

- Single-family residences reserved in the deed are limited to a maximum living area and must not impair the conservation purpose; and
- The easement may not prohibit either secondary dwelling units or farmworker housing.

Refer to the sample easement deed attached from Round 5 of funding for full terms.⁶⁰

Conservation Planning

On-farm conservation plans are not required for participating in this program. However, projects are eligible to receive an additional \$10,000 to develop an adaptive management plan for the property. This plan must be incorporated by reference into the deed, require sustainable natural resource practices, be approved by the Department, and be updated at least every 10 years.

Monitoring and Stewardship

Entities applying for grant funding must prepare a budget for long-term easement stewardship as part of the application materials. A portion of these funds is typically provided by the landowner. SALC funds cannot be used toward stewardship costs. The Department requires an annual report certifying the deed conditions are being upheld for both easement and fee acquisitions. SALC staff must be allowed access to the property at least once per year for fee acquisitions.

Benefits for Socially Disadvantaged Farmers

Minimum allocations of all CCI program funding must be designated for disadvantaged communities.^{61,62} At least 35% of investments made from the GGRF must be located within and benefit residents of disadvantaged communities, low-income communities, and low-income households across California.⁶³

If at least 50% of a project is located in a priority population area, it receives five additional ranking points. If the project benefits priority populations, it receives five additional ranking points and may receive 100% funding for eligible costs. Applicants can be considered for priority population benefits by completing a Priority Population Benefits Checklist with supporting documentation showing that:

- 50% or more of the project is located within:
 - A disadvantaged community census tract, as designated by CalEPA;
 - A low-income community census tract;⁶⁴ or,

⁶⁰ [Round 5 SALC Easement Template](#)

⁶¹ Required by [AB 1550 \(2016\)](#)

⁶² “Disadvantaged communities” is defined by [Health and Safety Code § 39711](#): “The California Environmental Protection Agency shall identify disadvantaged communities for investment opportunities related to this chapter. These communities shall be identified based on geographic, socioeconomic, public health, and environmental hazard criteria, and may include, but are not limited to, either of the following: (1) Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation. (2) Areas with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment.”

⁶³ See page 6 of the SALC Guidelines.

⁶⁴ As defined in [Health and Safety Code § 39713](#)

- A half-mile of a disadvantaged community and within a low-income community census tract;
- The project addresses an important community or household need; **and**
- The project provides direct, meaningful, and assured benefits to a priority population.⁶⁵

Agricultural Land Mitigation Program

Statutory Authority and Program Purpose

The Agricultural Land Mitigation Program was not legislatively created, and as such does not have a statutory program purpose. The program was established by the California High Speed Rail Authority (the Authority) in partnership with the Department of Conservation (the Department). The Department relies on its general statutory authority to engage in farmland preservation projects, including grantmaking authority, to administer this program.⁶⁶ The California High-Speed Rail Act is the governing statute for the Authority.⁶⁷

In addition, this program was created in response to California’s environmental protection statutes. California is developing a high-speed rail corridor through the center of the state to connect major population hubs. Due to the large scale of the project and its anticipated impact on the surrounding environment, the Authority was required to comply with the California Environmental Quality Act (CEQA).^{68,69} CEQA is the state’s statutory tool for mitigating the negative environmental impacts of large development projects conducted by state agencies, including impacts on farmland. The Authority and the Department established the Agricultural Land Mitigation Program (ALMP) to satisfy the mitigation component of the high-speed rail project under CEQA.^{70,71} The program also satisfies the impact mitigation requirements under the federal environmental protection law, the National Environmental Protection Act (NEPA).⁷² ALMP mitigates the impact to prime farmland by providing grants for the acquisition of agricultural easements in six identified counties located in the rail corridor.⁷³

⁶⁵ See pages 6-7 of the SALC Guidelines.

⁶⁶ The Department’s authority for agricultural land protection derives from various sections of statute:

- [Public Resources Code §§ 10200 to 10277](#), the California Farmland Conservancy Program
- [Public Resources Code §§ 10280 to 10283](#), Agricultural Protection Planning Grant Program
- [Government Code § 65570](#), the Farmland Mapping and Monitoring Program
- [Government Code §§ 51200 to 51297.4](#), the Williamson Act
- [Public Resources Code Division 9](#), governing Resource Conservation Districts

⁶⁷ [Public Utilities Code §§ 185000 to 185511](#), the California High-Speed Rail Act

⁶⁸ [Public Resources Code §§ 21000 to 21189.57](#), the California Environmental Quality Act

⁶⁹ [Final Program Environmental Impact Report/Environmental Impact Statement \(EIR/EIS\) for the proposed California High-Speed Train System \(2005\)](#)

⁷⁰ [CEQA mitigation requirement for state agencies](#)

⁷¹ [EIR/EIS Exhibit B, Mitigation Monitoring and Reporting Program](#)

⁷² [California High-Speed Rail System Environmental Impact Statement](#)

⁷³ Fresno County, Madera County, Merced County, Kern County, Kings County, and Tulare County

ALMP guidelines are published online to detail the program's administration.⁷⁴ Guidelines for the most recent round of funding included a public comment period prior to final release publication.

Administering Agency's Role

The program is administered by the Department of Conservation's California Farmland Conservancy Program on behalf of the California High-Speed Rail Authority.⁷⁵ In 2013, the Authority and the Department entered into an Interagency Agreement under which the Department agreed to assist the Authority with mitigating farmland conversion by establishing permanent agricultural conservation easements on land of similar acreage, location, and quality to that impacted by the high-speed rail project.

ALMP provides grant funding to eligible entities to acquire, steward, and monitor agricultural conservation easements. Approximately 1 full-time equivalent staff member works directly with easement acquisitions as part of ALMP.

Grants for Fee Acquisitions

ALMP funds may not be used to purchase land in fee. There is no specific statutory authority for ALMP that would authorize this type of transaction.

Project Eligibility

Eligible applicants for ALMP include cities, counties, resource conservation districts, regional park or open-space districts or authorities, California Native American tribes,⁷⁶ and nonprofit organizations. The applicant must have agricultural conservation among its stated purposes. Nonprofit organizations must hold a tax exemption under Internal Revenue Code (IRC) 501(c)(3) with the conservation of agricultural lands in its purpose.⁷⁷

Land that is eligible for ALMP funding must meet the following criteria:

- Located in Fresno, Madera, Merced, Kern, Kings, or Tulare counties.
- Contain predominantly Prime Farmland, Farmland of Statewide Importance, Farmland of Local Importance, or Unique Farmland.
- Expected to be used for, and large enough to sustain, commercial agricultural production.
- In an area that possesses necessary market, infrastructure, and agricultural support services to support commercial agriculture.
- The proposed acquisition is *not* part of a local government's condition per an entitlement for use of the property.⁷⁸

⁷⁴ [Agricultural Land Mitigation Program Guidelines](#); see Appendix E.

⁷⁵ [Department of Conservation Agreement with the California High-Speed Rail Authority Board of Directors](#)

⁷⁶ As identified in [Civil Code § 815.3](#)

⁷⁷ As defined by IRC Sec. 170(b)(1)(A)(vi) or 170(h)(3)

⁷⁸ If the easement is sought to be used as a mitigation requirement in exchange, for example, for receiving a building permit, the landowner must set aside a number of acres that will not be developed. This program does not provide funding for easements being used for these purposes. This requirement also ensures compliance with [Civil Code § 815.2](#), which requires that a conservation easement be voluntary.

Landowners whose farmland was purchased for the construction of the high-speed rail or related facilities are First Opportunity Landowners. They may apply for the purchase of an agricultural conservation easement and their applications will be reviewed prior to others received in that cycle. Their applications must still meet eligibility criteria. Supplemental documentation is required as part of the application for landowners using this option.

Project Ranking

Proposed projects are scored using the criteria table listed on pages 6 and 7 of the program guidelines. The most heavily weighted criteria for ALMP relate to whether the property is agricultural land located in the high-speed rail mitigation area that would contribute to existing blocks of protected land. ALMP criteria are also concerned with the future viability of commercial agriculture on the parcel and in the surrounding areas. There are additional points awarded if the applicant has the capacity to acquire and manage a perpetual easement.

Application Process and Match Requirements

Before they can submit a full application, applicants are required to submit a pre-proposal that summarizes the project, provides a preliminary title report (less than 12 months old), and includes maps of the project showing boundaries, location, and building envelopes. Materials that must be submitted with a full application include a budget, maps, a preliminary title report, applicant resolutions of support, a landowner letter of intent, easement valuation documentation (appraisal or other supporting evidence), and documentation of organizational capacity and eligibility of the applicant.

Funding decisions are made by an agreement of the Director of the Department and CEO of the Authority. The Department tries to ensure tentative funding decisions are made within 90 days of receipt of a complete application, but this is subject to change if there are complex application packages. The easement acquisition must be completed within two years of the Grant Agreement execution, but the Department may authorize a one-year extension with written justification.

There are no minimum or maximum levels of grant funding. Grants will be awarded to cover up to 100% of the value of the agricultural conservation easement. Some associated costs related to the acquisition may be *reimbursed* if they are:

- approved as part of application,
- incurred after the submission of a complete application and within 180 days before signing a Grant Agreement,
- occur during time period of the Grant Agreement, and
- include comparable rates to those of similar expertise in the profession (i.e., appraisals, surveys, title work, etc.).

Reimbursable costs may also include stewardship funds. See the “Stewardship” section for additional information.

Grants may be awarded that partially fulfill an applicant's request. The program administrators may maintain a list of alternate projects for the current round of funding if selected projects do not close or are completed under budget.

There is no entity match required, however multiple sources of funds may be used. A common example is if the easement protects habitat values on the nonagricultural portion of the property, any applicant contributions or donations would be reported in the project budget. If the Authority is not the sole funder or the sole recipient of mitigation credits, it has approval authority over how mitigation credits are apportioned for the project.

Program Funding

This program is funded through the California High-Speed Rail Authority, which receives proceeds from the Cap-and-Trade Program through the Greenhouse Gas Reduction Fund (GGRF),⁷⁹ among other sources.

As of June 2019, ALMP had approximately \$17 million available for easement acquisitions. There were two rounds of easement acquisition funding that closed in February 2017 and May 2017, respectively. The third round of funding closed January 2020 according to program guidelines.

Easement Provisions

The required easement terms as listed in the program guidelines are as follows:

- Must be in perpetuity;
- Must have clean title (meaning no restrictions or encumbrances that have the potential to undermine the state's investment);
- Must prohibit permanent restrictions of agricultural use on existing cultivated lands;⁸⁰
- If the surface landowner owns less than 51% of the underlying mineral rights, there must be an evaluation and potentially a quiet title action or subordination;
- Mortgages, liens, and other financial encumbrances must be subordinated or paid off in closing; and
- The easement may not prohibit either secondary dwelling units or farmworker housing.

Refer to the sample easement deed attached for full terms. If a landowner or applicant wishes to use an alternate template, additional review is required to ensure all required terms are addressed.

Conservation Planning

The preparation of an on-farm conservation plan is not required to participate in this program.

⁷⁹ [California Climate Investments Funded Programs](#)

⁸⁰ Sustainable management practices are not considered restrictions on agricultural use.

Monitoring and Stewardship

The total easement acquisition cost includes stewardship funds for annual monitoring, evaluation, and easement defense. This cost is typically not more than 5% of the easement valuation and should be calculated as part of the project budget submitted with application materials. Applicant entities certify their ability to manage and account for stewardship funds as part of the Grant Agreement. Stewardship fund amounts are subject to approval by the Department. The stewardship fund amount will be paid after the easement has been recorded with the county. Annual monitoring reports are required by the Department.

Benefits for Socially Disadvantaged Farmers

There are no provisions for farmers who are disadvantaged.

Appendices

Appendix A. Summary Table

Program Guidelines and Model Easement Terms

Appendix B. California Farmland Conservancy Program

Appendix C. Rangeland, Grazing Land, and Grassland Protection Program

Appendix D. Sustainable Agricultural Lands Conservation Program

Appendix E. Agricultural Land Mitigation Program

Funding Tables

Appendix F. Annual and Per Capita Funds Spent by Calendar Year

Appendix G. Funds Spent by Fiscal Year Snapshot: 2014 to 2019

Appendix A: Summary Table

Elements	California Farmland Conservancy Program	Rangeland, Grazing Land, and Grassland Protection Program	Sustainable Agricultural Lands Conservation Program	Agricultural Land Mitigation Program
Year Program Started	1995	2002	2014	2017
Statutory Authority	California Farmland Conservancy Program Act (1995), Public Resources Code §§ 10200 to 10277	Rangeland, Grazing Land and Grassland Protection Act of 2002 Public Resources Code §§ 10330 to 10344	Not created in statute; general authority: <ul style="list-style-type: none"> • Public Resources Code §§ 75210 to 75218.1 • Health and Safety Code § 39719(b)(1)(C) • Public Resources Code §§ 10200 to 10277 (California Farmland Conservancy Program) 	Not created in statute; general authority: <ul style="list-style-type: none"> • Public Resources Code §§ 10200 to 10277 (California Farmland Conservancy Program) • Public Utilities Code §§ 185000 to 185511 (California High-Speed Rail Act) • Public Resources Code §§ 21000 to 21189.57 (California Environmental Quality Act)
Program Purpose	<ul style="list-style-type: none"> • Protect farming and ranching operations from nonfarm or nonranch land uses • Encourage long-term conservation of productive agricultural lands to protect the agricultural economy of rural communities 	<ul style="list-style-type: none"> • Protect rangeland, grazing land, and grasslands • Prevent the conversion of land to nonagricultural uses, • Ensure continued wildlife, water quality, watershed, and open-space benefits of livestock grazing 	Reduce greenhouse gas emissions (GHGs) through land use, housing, and agricultural land preservation projects supporting compact development SALC includes a planning grant component in addition to acquisition grants	Per the approved mitigation measures for the High-Speed Rail project, protect agricultural land of equivalent quality and acreage in the general vicinity of the project
Administering Agency Role	DOC, Division of Land Resource Protection 0.5 FTE staff	Wildlife Conservation Board (Program inactive since 2013)	DOC, Division of Land Resource Protection 4.5 FTE staff	DOC, Division of Land Resource Protection on behalf of the California High-Speed Rail Authority 1 FTE staff
Grants for Fee Acquisitions	Buy-protect-sell only	WCB has authority to acquire land in fee, but this program is for easements only	Up to 3 acquisitions not to exceed 25% of available funding	None
Eligible Applicants	<ul style="list-style-type: none"> • Cities • Counties • Resource conservation districts • Regional park or open space districts or authorities • Nonprofit organizations 	<ul style="list-style-type: none"> • State or local public agencies • Special districts • Resource conservation districts • Joint authorities • Nonprofit organizations 	<ul style="list-style-type: none"> • Cities • Counties • Resource conservation districts • Regional park or open-space districts or authorities • Nonprofit organizations • California Native American tribes 	<ul style="list-style-type: none"> • Cities • Counties • Resource conservation districts • Regional park or open-space districts or authorities • Nonprofit organizations • California Native American tribes

Elements	California Farmland Conservancy Program	Rangeland, Grazing Land, and Grassland Protection Program	Sustainable Agricultural Lands Conservation Program	Agricultural Land Mitigation Program
Land Eligibility	<ul style="list-style-type: none"> • Agricultural land • Used for and large enough to sustain commercial agricultural production • In an area that supports commercial agriculture • At risk of conversion to non-agricultural uses • The city or county has a plan demonstrating a long-term commitment to agricultural preservation 	<ul style="list-style-type: none"> • Contains rangeland, grazing land, or grassland that is used or suitable for grazing • Zoned for agricultural grazing or open-space use • Used or suitable for habitat for aquatic or terrestrial wildlife species or native plants 	<ul style="list-style-type: none"> • Agricultural land • Used for and large enough to sustain commercial agricultural production; • In an area that supports commercial agriculture • At risk of conversion to non-agricultural uses • Not part of a local government’s condition placed upon the issuance of an entitlement for use of a specific property • No known agricultural constraints (e.g., contamination) • Supports infill and compact development • Supports a Sustainable Communities Strategy or a regional plan that reduces GHGs • Consistent with California’s Planning Priorities • Achieves a reduction in GHGs using CARB’s methodology 	<ul style="list-style-type: none"> • Contains predominantly Prime Farmland, Farmland of Statewide Importance, Farmland of Local Importance, or Unique Farmland • Used for and large enough to sustain commercial agricultural production • In an area that supports commercial agriculture • Not part of a local government’s condition placed upon the issuance of an entitlement for use of a specific property • Located in Fresno, Madera, Merced, Kern, Kings or Tulare counties
Selection and Ranking Criteria	<ul style="list-style-type: none"> • Quality of agricultural land • Meets multiple natural resource conservation objectives (wetlands, wildlife, open space) • Extent of city/county’s long-term commitment to agricultural preservation • Located in an agricultural preserve • Within 2 miles outside of a sphere of influence • Applicant capacity • Local support and coordinated approach • Supports long-term agricultural production in region • Innovative approach to agricultural conservation • Matching funds • Cost-effective acquisition 	<ul style="list-style-type: none"> • Land productivity and economic viability • Risk of conversion • Scenic open-space, historic, archeological, or unique geologic features • Water resources, including groundwater recharge • Vegetation with ecological significance • Soil quality • Proximity to a sphere of influence • Proximity to other preserved land • If proposal assists in protecting other lands • Geographic concentration of other rangelands, grazing lands, and grasslands 	<ul style="list-style-type: none"> • Risk of conversion and GHGs avoided (50 pts, 32%) • Agricultural use, 50 points (50 pts, 32%) • Environmental co-benefits (15 pts, 9.75%) • Economic and fiscal co-benefits (5 pts, 3.34%) • Public health co-benefits (5 pts, 3.33%) • Access to cultural resources with Native American tribes, new farmer training, or other co-benefits (5 pts each, 9.75% total) • Priority population benefits (10 pts, 6.5%) • Applicant capacity (5 pts, 3.33%) 	<ul style="list-style-type: none"> • In active agricultural production (15 pts, 9%) • Within five miles of the HSR (15 pts, 9%) • Proximity to protected lands (15 pts, 9%) • Community separator/greenbelt (15 pts, 9%) • Within Priority Areas (15 pts, 9%) • Additional conservation values e.g., open space, habitat, riparian (10 pts, 6%) • Within 2 miles of sphere of influence (10 pts, 6%) • Water availability and quality (10 pts, 6%) • No contamination constraints (10 pts, 6%) • Greater than 40 acres (10 pts, 6%) • Size above current minimum zoning (5 pts, 3%) • Located in an agricultural preserve (5 pts, 3%) • No third-party mineral interests (5 pts, 3%) • Area supports commercial agriculture (5 pts, 3%) • Not in a flood zone or erodible land (5 pts, 3%) • Innovative agricultural conservation (5 pts, 3%) • Cost-effective acquisition (5 pts, 3%) • Applicant capacity (5 pts, 3%)

Elements	California Farmland Conservancy Program	Rangeland, Grazing Land, and Grassland Protection Program	Sustainable Agricultural Lands Conservation Program	Agricultural Land Mitigation Program
Application Cycle	<p>Funding cycles do not occur each year. The most recent funding timeline was:</p> <ul style="list-style-type: none"> • Draft guidelines published in spring. After a 30-day public comment period, the request for grant applications was released. Applications were due in September, and selections were made the following February. • Eligibility review takes up to 180 days • Acquisitions take between 6 months and 2 years 	<p>When the program was active, applications were accepting on a continuous, year-round basis. After applying and discussing the proposal with WCB staff, if there is sufficient funding available, the project is scheduled for board consideration.</p>	<p>The most recent funding timeline was: Draft guidelines published near the end of the calendar year. After a public comment period, final guidelines published in February. Available funding is determined in September. Full applications due at the end of August. Projects are selected for funding in December. Must close within 2 years of the Grant Agreement, unless an extension is granted</p>	<p>Funding cycles do not occur each year. The most recent funding timeline was:</p> <ul style="list-style-type: none"> • Draft guidelines published in spring and adopted in early summer. Pre-proposals were due late July, with full applications due at the end of October. Project selection expected for the following January. • Tentative funding decisions often made within 90 days of full application • Must close within 2 years of the Grant Agreement, unless a one-year extension is granted
Application Materials	<ul style="list-style-type: none"> • Executive summary required • Preliminary title report (less than 6 months old) • Assessor's parcel maps • Landowner letter of intent • Conflict of interest and easement amendment policies • Easement valuation documentation • Monitoring plan • Budget 	<ul style="list-style-type: none"> • Narrative descriptions of how the project addresses program goals • Maps and site photographs • Contact information for adjacent landowners and mineral right holders • Easement valuation documentation • Monitoring plan • Copy of draft easement 	<ul style="list-style-type: none"> • Pre-proposal required • Evidence of risk of conversion • Preliminary title report (less than 12 months old) • Applicant resolutions of support • Letter notifying the local planning director • Landowner letter of intent • Easement valuation documentation • Maps • Documentation of applicant capacity/eligibility • Priority Population Benefits Checklist (if applicable) 	<ul style="list-style-type: none"> • Pre-proposal required • Preliminary title report (less than 12 months old) • Budget • Applicant resolutions of support • Landowner letter of intent • Environmental document • Easement valuation documentation • Maps • Documentation of applicant capacity and eligibility
Match Requirements	<p>At least 5% of the value of the grant required Alternatively, landowner donation of 10% of the easement value allowed If both matching funds and donations used, must total at least 10% of the easement value</p>	<p>No match is required, but proposals that include a match may receive higher priority</p>	<p>No match required, but match funding considered in readiness ranking Grants may cover up to 75% of the easement value Grants may cover up to 100% of eligible costs (including easement value) if the project benefits priority populations</p>	<p>Grants cover up to 100% of the easement value No minimum or maximum funding levels If matching funds used, HSR Authority approves how mitigation credits are apportioned (if applicable)</p>
Eligible Associated Costs	<p>Max. 10% of easement value May include cost of lost property tax revenue Reimbursements available for school district lost revenue</p>	<p>None</p>	<p>Up to \$50,000 for reasonable associated costs Additional \$10,000 to develop an adaptive management plan</p>	<p>Reasonable associated costs reimbursable if approved as part of the application, incurred during the Grant Agreement, and include comparable professional rates Stewardship costs may be included</p>
Current Funding Source	<p>Propositions 84, 68, 12, and 40</p>	<p>Proposition 84</p>	<p>Greenhouse Gas Reduction Fund (CCI Program)</p>	<p>Funded through the California High-Speed Rail Authority</p>

Elements	California Farmland Conservancy Program	Rangeland, Grazing Land, and Grassland Protection Program	Sustainable Agricultural Lands Conservation Program	Agricultural Land Mitigation Program
Easement Provisions	<ul style="list-style-type: none"> • Must be in perpetuity, subject to review after 25 years • May not restrict husbandry practices • May not prevent oil or gas authorizations, utility rights-of-way, agricultural production and marketing structures, or customary part-time or off-season rural enterprises • May provide for additional residences for the immediate family members with limitations • May not prohibit secondary dwelling units or farmworker housing • No public access required 	<ul style="list-style-type: none"> • Must be in perpetuity • Not required to satisfy a condition imposed upon the landowner by any lease, permit, license, certificate, or other entitlement for use issued by one or more public agencies, including mitigation • Use is consistent with local land use and zoning • Mineral right holders must be notified 	<ul style="list-style-type: none"> • Must be in perpetuity • Clean title required • If landowner has less than 51% of mineral rights, must be evaluated and addressed • Financial encumbrances must be subordinated or paid off • Single-family residences limited to a maximum living area • May not prohibit secondary dwelling units or farmworker housing 	<ul style="list-style-type: none"> • Must be in perpetuity • Clean title required • Prohibits permanent restrictions of agricultural use • If landowner has less than 51% of mineral rights, must be addressed • Financial encumbrances must be subordinated or paid off • May not prohibit either secondary dwelling units or farmworker housing
Conservation Planning	Not required	Not required	Additional \$10,000 to develop an adaptive management plan	Not required
Monitoring and Stewardship	Stewardship is not an eligible cost covered by the program Up to 50% of contributions to an easement monitoring fund may be part of matching funds	Monitoring plan required at application On-site access for WCB required every three years Annual monitoring reports required	Stewardship is not an eligible cost covered by program Applicants must show there is funding set aside for long-term stewardship Annual monitoring reports required	Stewardship funds are included in easement acquisition cost, typically not more than 5% of easement value Annual monitoring reports required
Benefits for Disadvantaged Farmers	Prop. 84 reporting requirements track projects located in disadvantaged communities. Prop. 68 requires at least 15% of funds be allocated for severely disadvantaged communities.	None	If a project is at least 50% located in a priority population area, it receives 5 additional ranking points. If a project benefits a priority population it receives 5 additional ranking points and may receive 100% funding for eligible costs.	None
Funds Spent Per Capita (2019)	\$2.24	\$0.90	\$0.77	\$3.95 Based on the populations of qualifying counties.
Total Acres Protected (2020)	59,498 acres protected (0 acres in progress)	Not currently available	51,690 acres protected (62,869 acres in progress)	1,261 acres protected (1,846 acres in progress)
Total Funds Spent (2019)	\$88,569,039	\$35,488,624	\$30,525,752	\$11,677,189

California Farmland Conservancy Program



Final Request for Grant Applications
2018



State of California • Natural Resources Agency

Department of Conservation

Division of Land Resource Protection

801 K Street • MS 14-15

Sacramento, CA 95814

(916) 324-0850 • FAX (916) 327-3430

Edmund G. Brown Jr., *Governor*

Kathryn M. Lyddan, *Division Director*

June 21, 2018

Dear Prospective Applicant,

For Fiscal Year 2017/18, the Department of Conservation's Division of Land Resource Protection is pleased to make available **\$1,322,000** in easement acquisition grant funding under the California Farmland Conservation Program. These residual bond funds will be awarded under this 2018 Request for Grant Applications, which for 2018 includes only agricultural conservation easement acquisitions as an eligible project type.

Sincerely,

Kathryn M. Lyddan
Division Director

CFCP Program At-A-Glance

Program

The Department of Conservation's California Farmland Conservancy Program provides grants for the voluntary acquisition of agricultural conservation easements on agricultural lands that are under pressure of being converted to non-agricultural use.

Funding Source

This program is funded through Propositions 40 and 84. The funds are restricted to only acquisition of agricultural conservation easements.

Critical Dates

Draft RFGA released for comment—May 14, 2018

Comments due no later than—June 14, 2018

RFGA Released—June 21, 2018

Full Applications due—September 1, 2018

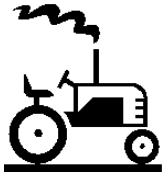
Anticipated approval of projects by the Department of Conservation—February 11, 2019 (subject to change)

Contact for Questions

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Chapter 1: Grants

Program Purpose and Authority

The Department of Conservation's California Farmland Conservancy Program (CFCP) was created by the California Farmland Conservancy Program Act of 1995, contained within Division 10.2 of the Public Resources Code (PRC) (Sections 10200 to 10277) and the Revenue and Taxation Code (Sections 421.5 and 422.5). Related regulations are located in the California Code of Regulations, Title 14, Division 2, Chapter 6, Sections 3000 through 3015. CFCP is authorized to work throughout California. Within the coastal zone (as defined in Section 30103 of the Public Resources Code), CFCP works in consultation with the State Coastal Conservancy (PRC §10225).

CFCP provides grants to local governments and qualified nonprofit organizations to encourage and make possible the long-term protection of agricultural lands in order to safeguard agricultural land and balance the increasing development pressures around urban areas (PRC §10201). CFCP works in concert with local planning and zoning strategies to conserve agricultural land.

2018 Request for Grant Applications (2018 RFGA)

CFCP currently has \$1,322,000 in available funding from Propositions 40 and 84 to fund the purchase of agricultural conservation easements. This funding is only available for projects that are able to enter a grant agreement no later than April 30, 2019 and able to close escrow no later than February 2021.

This 2018 RFGA details requirements and guidelines for grant application submissions for these funding sources. All applications for funding submitted as of the date of this publication should conform to the format of this edition of the Request for Grant Applications until a subsequent edition of the Request for Grant Applications is published.

Application Review Process (PRC §§10263, 10264)

Applications received as of the application due date will be reviewed by staff to ensure that the application is complete and has been submitted by an eligible applicant.

Once this determination has been made, the Department has 180 days to act on an application. Each project will be reviewed on a case-by-case basis using the eligibility and selection criteria outlined below. The Department's Director will make the final determination as to which projects are approved for award. The Department will notify applicants within 10 days of the Director's determination as to whether their project was approved for funding.

Applications that are disapproved for funding will include a written notice that states the reason for the disapproval.

The Department's Director is required to disapprove applications under the following circumstances:

1. the application does not satisfy the eligibility criteria set forth in Section 10251;
2. the department determines that clear title cannot be conveyed;
3. there is insufficient money to carry out the acquisition; or,
4. other acquisitions have a higher priority.

Materials and Publicity

All materials designed to publicize the funding or completion of easements acquired through this RFGA shall include recognition of the CFCP grant and must be reviewed and approved by the Department prior to reproduction and/or distribution.

Applicants are encouraged to inform landowners and other partners that a successful grant application may result in publicity.

Because public funds are used to secure easements under this program—or any similar government program—details related to easements, such as the landowner’s name and the amount of the grant, are public records that may be publicly released in accordance with the California Public Records Act.

Eligible Projects

Under this 2018 RFGA, CFCP is only offering funding for one eligible project type - agricultural conservation easement acquisitions. Before proceeding with the application process, prospective applicants are encouraged to contact CFCP staff to discuss the preliminary details of their proposal.

Eligibility Requirements

Projects are deemed eligible only if all the following eligibility criteria are met:

- The parcel proposed for conservation is expected to continue to be used for, and is large enough to sustain commercial agricultural production. The land is also in an area that possesses the necessary market, infrastructure, and agricultural support services, and the surrounding parcel sizes and land uses will support long-term commercial agricultural production (PRC §10251);
- The applicable city or county has a general plan that demonstrates a long-term commitment to agricultural land conservation. This commitment shall be reflected in the goals, objectives, policies, and implementation measures of the plan, as they relate to the area of the county or city where the easement acquisition is proposed (PRC §10251);
- The grant proposal is compatible with the applicable city or county general plan, and the governing body of the city or county, by resolution, approves the grant proposal. (Properties within a city’s Sphere of Influence must acquire resolutions of approval from both the County and City) (PRC §10255); and,
- Without conservation, the land proposed for protection is likely to be converted to non-agricultural use in the foreseeable future (PRC §10251).

Ineligible Projects

Projects are considered ineligible if they fail to meet any of the eligibility criteria described in the Eligibility Requirements, or if any of the following apply:

- The local government applicant has acquired, or proposes to acquire, the agricultural conservation easement through the use of eminent domain, unless requested by the owner of the land (PRC §10232);
- The proposed agricultural conservation easement would restrict agricultural husbandry practices (as defined in PRC §10218) on the land (PRC §10238);
- The applicant and seller of the agricultural conservation easement do not agree to restrict the use of the land in perpetuity, subject to review after 25 years (PRC §10237);
- The proposed easement is part of a local government's condition placed upon the issuance of an entitlement for use of a specific property (PRC § 10243);
- Clear title to the agricultural conservation easement cannot be conveyed (PRC §10264(b)); or,
- The total purchase price of the easement exceeds the appraised fair market value (PRC §10260(a)).

Applicants will be required to certify that none of the above conditions apply to their project in their application in order to be considered eligible for funding.

Eligible Applicants (PRC §10212)

The CFCP may award grants to local governments and private nonprofit (501(c)(3)) organizations.

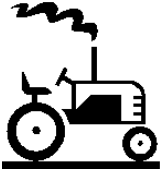
Eligible local governmental organizations are:

- cities;
- counties;
- resource conservation districts; or,
- regional park or open-space districts or authorities.

Eligible nonprofit organizations are:

Nonprofit organizations, which have among their defined purposes the conservation of agricultural lands, must also be tax exempt as defined under Section 501(c)3 of the Internal Revenue Code, and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

All applicants must have the conservation of farmland among their stated purposes, as prescribed by statute, or as expressed in the entity's locally adopted policies to be eligible for funding.



Chapter 2. Applying for Acquisition Grants

Acquisition Grant General Information

Grant Award Levels

There are no minimum or maximum awards for individual grants.

Matching Contributions (PRC §§10233, 10252(j))

Each grant application to CFCP shall contain a matching component of not less than 5 percent of the value of the grant or a landowner donation of not less than 10 percent of the fair market value of the agricultural conservation easement. Combinations of donations and match must be at least 10 percent of the value of the easement. Up to 50 percent of stewardship endowment contributions may be applied toward the match requirement.

Grant applications will be evaluated, in part, based on the amount of matching funds and in-kind services provided by local government and other sources. Matching funds may be provided directly by the applicant, or from other funding sources (e.g., other grant funds, local government contributions, or donations of easement value by the landowner of the subject property). Applicants should identify all existing or potential match funders in their applications.

Restrictions on Agricultural Husbandry (PRC §§10238, 10251(a))

Land protected by a CFCP easement is expected to remain in agricultural production. In order to maintain agricultural viability and protect the flexibility required to maintain permanent agriculture, the legislature has specifically prohibited restrictions on agricultural husbandry practices within CFCP-funded easements. CFCP-funded easements also specify that any subsequent easements layered over the CFCP easement may not restrict agricultural husbandry practices or otherwise conflict with CFCP-funded easements.

Selection Criteria (PRC §10252, 14 CCR 3012)

Using the information provided in the application and confirmed by staff through site visits; discussions with third-parties about title, local zoning, and land use; a review of other material; or via methods otherwise appropriate for the issue, applications will be evaluated based on the following:

- a) The quality of the agricultural land, based on land capability; Farmland Mapping and Monitoring Program definitions; productivity indices; and other soil, climate, and vegetative factors;
- b) The extent to which the proposal meets multiple natural resource conservation objectives, including, but not limited to, wetland protection, wildlife habitat conservation, and scenic open-space preservation;

- c) The extent to which the city or county demonstrates a long-term commitment to agricultural land conservation as demonstrated by the following:
 - 1) The general plan and related land use policies of the city or county;
 - 2) Policies of the local agency formation commission;
 - 3) California Environmental Quality Act policies and procedures;
 - 4) The existence of active local agricultural land conservancies or trusts;
 - 5) The use of an effective right-to-farm ordinance;
 - 6) Applied strategies for the economic support and enhancement of agricultural enterprise, including water policies, public education, marketing support, and consumer and recreational incentives; and,
 - 7) Other relevant policies and programs;
- d) If the land is in a county that participates in the Williamson Act (Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5 of the Government Code), the land proposed for protection is within a county or city designated agricultural preserve;
- e) The land proposed for conservation is within two miles outside of the exterior boundary of the sphere of influence of a city as established by the local agency formation commission;
- f) The applicant demonstrates fiscal and technical capability to effectively carry out the proposal. Technical capability may be demonstrated by agricultural land conservation expertise on the governing board or staff of the applicant, or through partnership with an organization that has that expertise;
- g) The extent to which the proposal demonstrates a coordinated approach among affected landowners, local governments, and nonprofit organizations. If other entities are affected, there is written support from those entities for the proposal and a willingness to cooperate. The support of neighboring landowners who are not involved in the proposal shall be considered;
- h) The extent to which conservation of the land supports long-term private stewardship and continued agricultural production in the region;
- i) The extent to which the proposal demonstrates an innovative approach to agricultural land conservation with a potential for wide application in the state;
- j) The amount of matching funds and in-kind services contributed by local governments and other sources toward the acquisition of the agricultural conservation easement;
- k) The extent to which the price of the proposed acquisition is cost-effective in comparison to the fair market value; and,
- l) Other relevant considerations established by the director:
 - 1) Information providing evidence that, by acquisition of an agricultural conservation easement for a given parcel or parcels, long term conservation of neighboring lands

through any combination of geographic, zoning, or other considerations can logically be expected without incurring costs of additional easement acquisitions.

Easement Acquisition Grant Application: What to Submit

This section provides information regarding the components of the application. Please refer to the CFCP website for all relevant forms and supporting materials.

Executive Summary

This section should provide a brief but thorough description of:

- the proposed project and its scope (including the specific location, number of acres involved, and type of land use (e.g., irrigated row crops, dry land grazing, etc.);
- an explanation of the potential or actual development pressure that may be impacting the site and surrounding areas; and,
- whether the landowner must meet any critical deadlines for concluding the transaction.

The Executive Summary should not exceed one page in length.

Project Specific Details

This section should be used to explain how the project addresses the selection criteria, including relevant project attributes, the applicant's capacity to steward the project, and local government policies and actions that are relevant to the goals of CFCP. This section shall not exceed six pages.

Preliminary Title Report, Assessor's Parcel Map(s)

A preliminary title report that is less than six (6) months old must be submitted with the application. This title report should be accompanied by all relevant underlying documents and associated assessor's parcel maps, as well as a plan to address any potential title concerns. Underlying documents can be submitted as hyperlinks in the preliminary title report or as a separate file. These required documents are critical in evaluating the suitability of a property for an agricultural conservation easement and identifying issues that may need to be resolved prior to recording an agricultural conservation easement on the property. Resolution of outstanding title issues in order to obtain clear title can be time consuming for the applicant and the landowner and should begin early in the easement process.

Applicant-Landowner Letter of Intent

The applicant must provide a letter from the landowner(s) stating their intent to work with the applicant to secure the easement. This letter should address the following items:

1. Landowner's pursuit of sale of the easement is voluntary;
2. The easement will be granted in perpetuity;
3. No government agency has conditioned the issuance of an entitlement to use on the landowner's granting of the proposed easement; and,
4. The number of building envelopes and single family residences allowed within the easement.

Conflict of Interest Certification and Easement Amendment Policies

These two documents are important for transparency and to ensure that the applicant's Board of Directors has considered the circumstances under which they would potentially allow any future amendments to easements. A board-approved copy of the applicant's easement amendment policies should be included with the application.

Nonprofit applicants must provide certification that no conflict of interest or appearance of conflict of interest exists for any members of their Board of Directors as it relates to the proposed easement. In their evaluation of potential conflicts of interest, land trust applicants are encouraged to consider the Land Trust Alliance sample conflict of interest policies.¹ The Department provides sample conflict of interest certification forms on its website.

Appraisal or Estimated Easement Valuation

A current appraisal or estimated easement valuation is a required component of the easement application. The Department may conditionally approve grant applications prior to completion of final appraisals, provided an acceptable appraisal and all other requirements within PRC §10260 are met before any disbursement of grant funds.

Should the applicant not provide a complete appraisal at the time the application is submitted, the applicant must provide support within the application for the easement acquisition value identified in the budget, either via a preliminary appraisal or a detailed estimate and supporting documentation. The Department reserves the right to require that a current easement appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

Additional information on appraisal requirements can be found below. For the purposes of CFCP, disbursement shall mean the issuance of a warrant by the State Controller's Office for funds equal to the CFCP contribution to the agricultural conservation easement purchase.

Project Monitoring

Regular monitoring of properties under easement is necessary to ensure compliance with the terms of the easement. CFCP requires an annual report from the easement holder certifying that the conditions of the easement are being upheld. The monitoring component of the application, not to exceed **three pages**, shall describe how the proposed project will be monitored following its completion, including:

- establishment of baseline information;
- frequency of monitoring;
- who will be responsible for monitoring;
- how monitoring documents are archived; and,
- the budget available for monitoring and any necessary enforcement.

Project Budget

This section should identify the total estimated project costs using the budget table format provided in the application. The total estimated cost should be broken down to clearly delineate funds being requested from CFCP, commitments of funding from all other sources (both

¹ Available at: <http://www.landtrustalliance.org/node/143>

proposed and secured), as well as contributions in the form of donations of easement value (bargain sale) on the part of a willing seller of an agricultural conservation easement.

Subcontractors already identified by the applicant should be listed in the proposed budget, along with the subcontractors' rates. After the grant application is approved, addition or identification of subcontractors requires documentation of a competitive bid process. The bid process and reasonableness of any changes are subject to Department review.

Associated staff costs directly related to the project may be eligible for reimbursement if the costs:

1. are approved as part of the application;
2. were incurred after the submission of a complete application and no more than 180 days before the execution of the grant agreement, or occur during the time period of the written grant agreement; and,
3. include rates comparable to those of a state employee in an equivalent role.

See below for a list of eligible and ineligible costs.

Eligible Costs	Ineligible Costs
<ul style="list-style-type: none"> ○ Easement purchase price ○ Reasonable costs associated with the acquisition of an easement funded in part by CFCP: <ul style="list-style-type: none"> ● Fully-burdened applicant staff time for: <ul style="list-style-type: none"> ● easement negotiations ● title work ● project mapping ● Technical and legal consulting ● Appraisal* ● Preliminary title report ● Baseline conditions report ● Escrow fees ● Title insurance fees ● Survey(s)** ● Environmental site assessment(s)** ● Mineral remoteness evaluation(s)** <p>Payment of associated costs is subject to Department review and approval and shall not exceed ten percent (10%) of the value of the easement for which the costs were incurred.</p> <p>*Only the appraisal approved by DGS and used to support the acquisition invoice will be reimbursed.</p> <p>**Justification of this expense must be provided in the application in order for this cost to be considered for approval.</p>	<ul style="list-style-type: none"> ○ Indirect overhead costs ○ Ceremonial expenses (including food and beverages) ○ Expenses for publicity ○ Bonus payments of any kind ○ Interest expenses ○ Services, materials, or equipment obtained under any other State program. ○ Real estate brokerage fees and/or expenses. ○ Stewardship or legal defense funds ○ Signs

Documentation of Public Notice

CFCP's public notification requirements are detailed below on page 11.

Applications should include a copy of the written notice to the county and/or city in which the property is located. This notice should be dated not less than 30 days before the easement application submission date.

Before applications can be approved by the Department, applicants must submit the following further documentation of public notice to the Department (PRC §10254):

1. a copy of the letter sent to neighboring landowners;
2. a list of those to whom the letter was sent; and,
3. a copy of public notification.

Agricultural Conservation Easement Project Requirements

Appraisals (PRC §10260)

A current easement appraisal will be required to determine the fair market value of the easement, which will be used to determine the state's contribution to the easement acquisition at close of escrow. The Department may conditionally approve grant applications prior to completion of final appraisals, provided an acceptable appraisal and all other requirements within PRC §10260 are met before any disbursement of grant funds.

The appraisal is subject to review and approval by the Department and the California Department of General Services Real Property Services Section (DGS). The Department may, in its sole discretion, require or obtain an additional appraisal should the original appraisal be deemed unacceptable by the Department or DGS. The grant will only fund the appraisal that is approved by the state and used for the actual acquisition. This cost will only be covered if the project is approved for funding and if reimbursement for the appraisal cost is sought in the grant application. In no situation shall the easement purchase price be greater than the appraised fair market value of the agricultural conservation easement.

If the project is approved without a complete appraisal and the appraisal ultimately obtained contains an easement value that is higher than the estimate provided in the application, then the increase in valuation will need to be covered by a landowner bargain sale (donation) or by other match funders. Any savings that result from a valuation that is lower than the estimated value may be apportioned to the participating funders.

The applicant must select and retain an independent, certified appraiser to appraise the project property. The appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled Overview and Preparation of Agricultural Conservation Easement Appraisals, which is available on the Department website.

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses of the proposed easement with the landowner and appraiser early in the appraisal process. Major

issues such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed easement restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (12 months or more) transpires between the effective date of the appraisal and the closing of escrow, applicants may be required to obtain an updated appraisal or a letter of certification from the appraiser stating that the easement value has not changed since the original value was determined.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the Department recommends consulting a tax attorney or accountant for more information and requirements. The Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits.

Model Agricultural Conservation Easement

Please note that CFCP has developed a model agricultural conservation easement which is updated periodically. The model easement and an easement elements checklist are available on the CFCP website.

Grant applicants and recipients are encouraged to utilize the model agricultural conservation easement to the extent possible when discussing easement restrictions with landowners and appraisers. This will expedite the easement negotiation process and ensure an accurate appraisal.

Mortgage and Lien Subordination

As part of the easement acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the easement or payed off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices. Subordination fees are eligible for reimbursement only if requested in the grant application.

Due Diligence

Clean title is required in order to protect the state's investment in the easement. For the purposes of this program, clean title refers to an absence of deeds, easements, leases, or other potential encumbrances that have the potential to undermine the state's investment. Such encumbrances must be addressed prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts CFCP's goals and objectives.

Encumbrances for utility, road, or neighbor right-of-ways are examples of title issues that do not prohibit the conveyance of clean title under CFCP. A gap in the chain of title or deeds of trust are examples of title issues that do impact clean title under this program, such that without a resolution to those issues, CFCP will not pay for the lands impacted by those issues. Applicants are expected to exercise due diligence to discover and disclose such potential issues in the pre-proposal and application. The Department will also work to identify such issues during its

project review. If the applicant submits a full application, a plan to address title issues should be included in the application.

Disbursement of funds into escrow for the purchase of an easement is contingent upon the Department's determination that identified title concerns have been resolved.

For properties where the surface owner does not have control over the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation, prepared by a qualified geologist, which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.
2. Quiet title action(s) to restrict surface access to mineral rights within the proposed easement boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to terminate/merge separated mineral rights.
3. Subordination, surface use agreements or remerger of the separated mineral interests to title.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

Additional Housing-Related Requirements

Each single family residence reserved in the easement will be limited to a maximum living area of 3,000 square feet and must be located within a building envelope. Single family residences that exceed 3,000 square feet of living area at the time the application is submitted will not be allowed to be enlarged, per the terms of the Easement.

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

Public Notification (PRC §10254)

Before an application for an acquisition grant can be approved by the Department, the applicant must provide public notice to parties reasonably likely to be interested in the property, including conservation, agricultural, and development organizations; adjacent property owners; and the general public.

The following items must be submitted to the Department to fulfill the public notification requirement:

1. written notice to the county and/or city in which the property is located;
2. written notice to adjacent landowners; and,
3. a notice provided in a newspaper of general circulation in the area or documented public notice made prior to local governmental meetings where resolutions of support are passed.

Written notice to the county and/or city in which the property is located must be dated not less than 30 days before the easement application submission date, and documentation of this notice must be submitted with the application.

Documentation of written notice to adjacent landowners as indicated in the county tax rolls must be submitted prior to project approval by the Department and not less than 30 days before the expected date of the Board of Supervisors' approval of the Resolution of Support. This documentation should include a copy of the letter sent to the neighboring landowners and a list of those to whom the letter was sent.

Local Government Resolution of Support (PRC §1023, 10255(c))

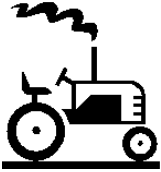
The governing body of the county or city in which the property is located must approve a resolution of support for the project that, at a minimum: (1) certifies that the proposed easement meets the eligibility criteria set forth in Public Resources Code Section 10251; and, (2) further certifies that the easement proposal has been approved by the governing body.

If the property lies within the Sphere of Influence of an incorporated city, both the city and county must pass resolutions of support.

The required resolution(s) must be provided before CFCP can disburse funding. Please note that notification to adjacent landowners must take place at least 30 days prior to the expected date of the resolution of support. Sample documents are available on CFCP's website.

Timing for Notice Requirements

Local government notice	> 30 days	prior to	Application	PRC 10254(b)
Public Notice		prior to	Grant Approval	PRC 10254
Neighboring Landowner Notice	> 30 days	prior to	Grant Approval	PRC 10254
		and prior to	Resolution of Support	PRC 10254(a)
Resolution of support		prior to	Grant disbursement	PRC 10255(b)



Chapter 3: Grant Application Submission

How and When to Apply

Applications must be submitted electronically by 11:59 p.m. on the date specified in the “CFCP At-a-Glance” table located at the front of this document. Applicants are required to submit the entire application to the Department via email.

Receipt of the digital application by the Department determines the official submittal date and time. The CFCP Team will acknowledge receipt of the digital application via email to the Contact Person listed on the Easement Grant Application Cover Sheet.

Applicants may submit multiple CFCP grant proposals. Each project proposal must be submitted in a separate application, which is distinct and can be reviewed independently of any other application.

Applicants must use and submit the CFCP Grant Application Component Checklist to ensure that all necessary materials are included and to facilitate a prompt application review.

CFCP staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application.

Application Review

All applications received by the Department will be evaluated based on the materials provided as of the application deadlines and a review of publicly available information as reasonable to verify the provided information. Applicants interested in receiving technical assistance prior to submission of an application may contact the Department with questions. Full applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Site Visit

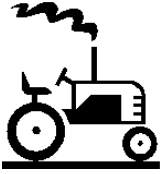
Department staff may perform a site visit of each proposed project prior to a funding decision in order to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the application review. Applicants will be asked to make arrangements for a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative.

Conditions of Funding

In order to receive funding, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Failure to adhere to these conditions will result in denial of funding.

CFCP's conditions of funding are as follows:

- Clear title to the agricultural conservation easement can be conveyed at close of escrow;
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity, subject to review after 25 years;
- The easement shall not restrict agricultural husbandry practices on the property;
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement;
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals;
- The appraisal used to establish the easement value must be approved by State, and,
- The easement acquisition will be completed by February 2021.



Chapter 4: Grant Administration Process

The grant administration guidelines herein are for general information and are subject to change.

Department Approved Projects

All projects approved for funding by the Department are to be considered conditionally approved and will only receive funding disbursements if the conditions of funding identified in this RFGA and any additional conditions identified in the award letter and grant agreement are satisfied.

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and grantee. Only those actual and direct project-related costs incurred after a complete application is submitted to the Department and no more than 180 days before the execution of the grant agreement or during the approved term of the grant agreement, and as specified in the grant agreement budget, will be eligible for payment (see tables, Chapters 2 and 3). All costs must be supported by appropriate invoices, purchase orders, canceled warrants/checks, and other approved documents.

Funds for the purchase of an easement will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements necessary to close the easement, as outlined in the CFCP grant agreement. Prior to payment of grant funds from the escrow account, all other funds necessary to complete the purchase must have been deposited in that escrow account, and the title insurance company must be able at close of escrow to insure title to the interest being recorded. Associated costs for the purchase of the easement will be paid on a reimbursement basis, after escrow has closed and all final documents have been received by the Department.

Accounting of Grant Funds

It is essential that complete and accurate records be maintained. Grant recipients must maintain an accounting and record keeping system that reflects sound fiscal controls and safeguards. The accounting information must be sufficient so that the total cost of the project can be readily determined and records readily available upon demand. Grant recipients must retain all grant transaction records for a period of three years after final payment is made by the State. (Note: This does not limit requirements for permanent record keeping of all easement, baseline reports, and monitoring-related documents.)

Auditing of Bond Funds

All expenditures of public funds under this program are subject to audit by the State of California. All grantees shall maintain books, records, documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds (including State funds, interest earned, and any matching funds by the grant recipient) and the total cost of the project.

Subcontractors and Purchasing

Grant recipients may make use of their own staff and such subcontractor(s) as they deem necessary to complete the easement transaction. Grant recipients are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Workplace Certification and Insurance

Pursuant to the requirements of Government Code §8355, grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grant recipients shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)

The following are examples of actions that may result in a grantee's loss of funding:

- Grant recipient fails to enter into a Grant Agreement;
- Grant recipient withdraws from the grant program;
- Grant recipient fails to adhere to the conditions of funding specified in this RFGA;
- Grant recipient fails to complete the funded work;
- Grant recipient fails to complete work in a manner that meets the requirements agreed upon;
- Grant recipient fails to submit all documentation within the time periods specified in the Grant Agreement;
- Grant recipient changes scope of work without approval of the Department; or,
- Grant recipient changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

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 _____ 2013, 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 the subject 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 U.S. Department of Agriculture's Natural Resources Conservation Service, and by the California Department of Conservation's 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 of the Baseline Report. The Baseline Report may be used to establish whether or not a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

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C. The Department of Conservation’s California Farmland Conservancy Program (hereinafter alternatively referred to as the “Department” or “Department of Conservation”) has made a grant of funds to the Grantee to support the acquisition of this Agricultural Conservation Easement. The Department’s funds represent a substantial investment by the people of the State of California in the long-term conservation of valuable agricultural land and the retention of agricultural land in perpetuity. The Property and this Easement have met the California Farmland Conservancy Program’s mandatory eligibility criteria and certain selection criteria and have multiple natural resource conservation objectives. The rights vested herein in the State of California arise out of the State’s statutory role in fostering the conservation of agricultural land in California and its role as fiduciary for the public investment represented by the Department’s funds.

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

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

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

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

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

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

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

90
91 California Food and Agriculture Code Section 821 states that one of the major
92 principles of the State's agricultural policy is "to sustain the long-term productivity
93 of the State's farms by conserving and protecting the soil, water, and air, which are
94 agriculture's basic resources;"

95
96 The California General Plan law section 65300 et seq. and Section 65400 et seq.
97 of the California Government Code, and the [*County name*] County General Plan,
98 as updated on [*Update date*], which includes as one of its goals to protect
99 farmlands designated as prime, of statewide importance, unique, or of local
100 importance from conversion to and encroachment of non-agricultural uses; and,
101

102 Resolution No. [*Resolution number*], approved by the Board of Supervisors of
103 [*County name*] County on the [*day*] of [*month*], [*year*], which expresses support
104 for the acquisition of this Easement and finds that the acquisition is consistent
105 with the County’s General Plan and the Resolution’s findings. (NOTE: If the
106 Property lies within the Sphere of Influence of an incorporated city, both the city
107 and county must pass resolutions of support.)
108

109 F. The Grantee is a California nonprofit organization within the meaning of
110 California Public Resources Code section 10221 and California Civil Code section 815.3
111 and is a tax exempt and “qualified conservation organization” within the meaning of
112 Sections 501(c)(3) and 170(b)(1)(A)(iv) as defined by the United States Internal Revenue
113 Code. Grantee, as certified by a resolution of Grantee's Board of Trustees, accepts the
114 responsibility of enforcing the terms of this Easement and upholding its conservation
115 purposes forever.
116

117 GRANT OF AGRICULTURAL CONSERVATION EASEMENT

118

119 Now, therefore, for the reasons given, and in consideration of their mutual
120 promises and covenants, terms, conditions and restrictions contained herein, and other
121 good and valuable consideration, the receipt and adequacy of which are hereby
122 acknowledged, the Landowner voluntarily grants and conveys to the Grantee, and the
123 Grantee voluntarily accepts, a perpetual conservation easement, as defined by Section
124 815.1 and 815.2 of the California Civil Code and California Public Resources Code
125 section 10211, and of the nature and character described in this Easement for the purpose
126 described below, and agree as follows:
127

128 1. *Conservation Purpose.*

129

130 The conservation purpose (“Conservation Purpose” or “Purpose”) of this Easement is to

131 enable the Property to remain in productive agricultural use in perpetuity by preventing
132 and correcting uses of the Property prohibited by the provisions of this Easement. To the
133 extent that the preservation of the open space character and [*scenic, habitat, natural, or*
134 *historic, etc.*] values of the Property are consistent with such use, it is within the Purpose
135 of this Easement to protect those values.

136
137 *2. Right to Use Property for Agricultural Purposes.*

138
139 The Landowner retains the right to use the Property for agricultural purposes, or to permit
140 others to use the Property for agricultural purposes, in accordance with applicable law and
141 this Easement.

142
143 *3. Prohibited Uses.*

144
145 The Landowner shall not perform, nor knowingly allow others to perform, any act on or
146 affecting the Property that is inconsistent with this Easement. Any use or activity that
147 would diminish or impair the agricultural productive capacity and open space character
148 [*or scenic, habitat, natural, historic etc. values*] of the Property, or that would cause
149 significant soil degradation or erosion, restrict agricultural husbandry practices, or that is
150 otherwise inconsistent with the Conservation Purpose is prohibited (“Prohibited Use”).
151 “Husbandry practices” means agricultural activities, such as those specified in Section
152 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes
153 in a manner consistent with proper and accepted customs and standards, as established
154 and followed by similar agricultural operations in the same locality. This Easement
155 authorizes the Grantee to enforce these covenants in the manner described herein.
156 However, unless otherwise specified, nothing in this Easement shall require the
157 Landowner to take any action to restore the condition of the Property after any Act of
158 God or other event over which it had no control. The Landowner understands that
159 nothing in this Easement relieves it of any obligation or restriction on the use of the
160 Property imposed by law.

161
162 *4. Permission of the Grantee.*

163
164 Where the Landowner is expressly required to obtain the Grantee’s permission for a
165 proposed use hereunder, said permission (a) shall not be unreasonably delayed or
166 withheld by the Grantee, (b) shall be sought and given in writing, with copies of all
167 documents to be provided to the Department, and (c) shall in all cases be obtained by the
168 Landowner prior to the Landowner's undertaking of the proposed use. The Grantee shall
169 grant permission to the Landowner only where the Grantee, acting in the Grantee's sole
170 reasonable discretion and in good faith, determines that the proposed use is not a
171 “Prohibited Use” per Section 3.

172
173 *5. Construction or Placement of Buildings and Other Improvements.*

174
175 The Landowner may undertake construction, erection, installation, or placement of
176 buildings, structures, or other improvements on the Property only as provided in

177 subsections (a) through (d) below. All other construction, erection, installation, or
178 placement of buildings, structures, or other improvements on the Property is prohibited.
179 Before undertaking any construction, erection, installation or placement that requires
180 permission, the Landowner shall notify the Grantee and obtain prior written permission
181 from the Grantee.

182
183 For purposes of this section, the term “improvements” shall not refer to, and specifically
184 excludes, crops, plants, trees, vines, or other living improvements planted for agricultural
185 purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate
186 the Property for agricultural purposes, all of which may be made without permission of
187 the Grantee.

188
189 (a) Fences – Existing fences may be repaired and replaced without permission of
190 the Grantee. New fences may be built anywhere on the Property for purposes of
191 reasonable and customary agricultural management, and for security of farm
192 produce, livestock, equipment, and improvements on the Property, without
193 permission of the Grantee.

194
195 (b) Agricultural Structures and Improvements – Existing agricultural structures
196 and improvements as shown in Exhibit C and more fully described in the Baseline
197 Report, may be repaired, reasonably enlarged, and replaced at their current
198 locations within the Building envelope for agricultural purposes without
199 permission from the Grantee. New buildings and other structures and
200 improvements to be used solely for agricultural production on the Property or sale
201 of farm products predominantly grown or raised on the Property, including barns
202 and equipment sheds, but not including any dwelling or farm labor housing, may
203 be built on the Property within the Building Envelope depicted in Exhibit B,
204 without permission of the Grantee. All permissible new agricultural structures
205 may be repaired, reasonably enlarged, and replaced without permission of the
206 Grantee. Any other agricultural production or marketing-related structures may
207 be constructed only with permission of the Grantee pursuant to Section 4.

208
209 (c) Residential Dwellings – The single-family dwelling shown in Exhibit C may
210 be repaired, enlarged or replaced at the current location entirely within the
211 Building Envelope shown in Exhibit C without permission of the Grantee. Said
212 single-family dwelling shall not exceed three thousand square feet (3,000 sq. ft.)
213 of living area. No other residential structures may be constructed or placed on the
214 Property except for agricultural employee housing per Section 5(d).

215
216 *(NOTE: With approval of the funder(s), this section may need to be modified*
217 *depending on the circumstances of the property and other factors)*

218
219 (d) Agricultural Employee Housing – The agricultural employee house shown in
220 Exhibit C may be repaired, enlarged or replaced at the current location entirely
221 within the Building Envelope shown in Exhibit C without permission of the
222 Grantee. No additional agricultural employee housing may be constructed or

223 placed on the Property without permission of the Grantee. Grantee may only
224 grant permission pursuant to Section 4 and only if the Landowner can
225 demonstrate to the Grantee's satisfaction that such additional agricultural
226 employee housing is reasonable and necessary for the agricultural operation of the
227 Property. The aggregate living area of agricultural employee housing shall not
228 exceed two thousand five hundred square feet (2,500 sq ft.). All agricultural
229 employee housing must be located entirely within the Building Envelope shown
230 in Exhibit C.

231

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

234

235 (e) Utilities and Septic Systems. Wires, lines, pipes, cables or other facilities
236 providing electrical, gas, water, sewer, communications, energy generation, or
237 other utility services solely to serve the improvements permitted herein or to
238 transmit power generated on the Property may be installed, maintained, repaired,
239 removed, relocated and replaced. In addition, septic or other underground
240 sanitary systems serving the improvements permitted herein may be installed,
241 maintained, repaired, replaced, relocated or improved, but must be located within
242 the Building Envelope. Power generation and transmission facilities primarily for
243 agricultural and other permitted uses on the Property may be constructed within
244 the Building Envelope. Power generated in excess of requirements on the
245 Property may be sold to appropriate public utilities. Notwithstanding the
246 foregoing, commercial power generation, collection or transmission facilities,
247 including wind or solar farms outside of Building Envelope, and the conveyance
248 of any rights-of-way over, under or on the Property for any such purpose, are
249 prohibited.

250

251 6. *No Subdivision.*

252

253 The division, subdivision, defacto subdivision, or partition of the Property, including
254 transfer of development rights, whether by physical, legal, or any other process, is
255 prohibited.

256

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

266

267 Lot line adjustment may be permitted only with the written approval of the Grantee
268 pursuant to Section 4, in conjunction with the approval of the local jurisdiction, and for

269 purposes of maintaining, enhancing or expanding agricultural practices or productivity on
270 the Property.

271

272 *7. Extinguishment of Development Rights.*

273

274 The Landowner hereby grants to the Grantee all development rights except as specifically
275 reserved in this Easement, that were previously, are now or hereafter allocated to,
276 implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that
277 such rights are released, terminated, and extinguished, and may not be used on or
278 transferred by either party to any portion of the Property as it now or later may be
279 bounded or described, or to any other property adjacent or otherwise, or used for the
280 purpose of calculating permissible lot yield of the Property or any other property. This
281 Easement shall not create any development rights.

282

283 *8. Mining.*

284

285 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other
286 mineral substance, using any method that disturbs the surface of the land, is prohibited.

287

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

290

291 *9. Paving and Road Construction.*

292

293 Other than existing roads shown within the Building Envelope as identified in the Baseline
294 Report, no portion of the Property presently unpaved shall be paved or otherwise covered
295 with concrete, asphalt, or any other impervious paving material, unless such measures are
296 required by air quality laws or regulations applicable to the Property. Except as otherwise
297 permitted herein, no road for access or other purposes shall be constructed without the
298 permission of the Grantee pursuant to Section 4. Notwithstanding the foregoing,
299 construction of unpaved farm roads, as necessary or desirable by agricultural operations,
300 is permitted without permission from the Grantee. The Landowner shall notify the
301 Grantee of any significant net relocation or addition of unpaved farm roads.

302

303 *10. Trash and Storage.*

304

305 The dumping or accumulation on the Property of any kind of trash, refuse, vehicle bodies
306 or parts, or "Hazardous Materials," as defined in Section 25 is prohibited. Farm-related
307 trash and refuse produced on the Property may be temporarily stored on the Property
308 subject to all applicable laws. The storage of agricultural products and byproducts
309 produced on the Property and materials reasonably required for agricultural production
310 on the Property, including Hazardous Materials, is permitted as long as it is done in
311 accordance with all applicable government laws and regulations.

312

313

314 11. *Commercial Signs.*

315

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

318

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

320

321 Resort structures, athletic fields, golf courses, non-residential swimming pools, public or
322 commercial airstrips, commercial equestrian facilities, public or commercial helicopter
323 pads, and any other non-agricultural recreational structures or facilities are prohibited on
324 the Property. Recreational structures or improvements for the personal use of the
325 Landowner and its guests (e.g. swimming pool, tennis court) are permitted only within
326 the Building Envelope. The use of motorized vehicles off roadways and outside of the
327 Building Envelope is prohibited except where used for agricultural production, property
328 maintenance and security, or for the purpose of monitoring this Easement.

329

330 13. *Water Rights.*

331

332 The Landowner shall retain and reserve all ground water, and all appurtenant,
333 prescriptive, contractual or other water rights appurtenant to the Property at the time this
334 Easement becomes effective. The Landowner shall not permanently transfer, encumber,
335 lease, sell, or otherwise separate such quantity of water or water rights from title to the
336 Property itself. Permanent separation of water or water rights is prohibited. All water
337 shall be retained in [*County name*] County for agricultural production and used in
338 conjunction with the improvements permitted by Section 5 of this Easement only. Water
339 may be distributed to a contiguous property or other property owned or leased by the
340 Landowner on an annual basis for agricultural production only. Any temporary
341 distribution of water shall not impair the long-term agricultural productive capacity or
342 open space character of the Property.

343

344 14. *Rights Retained by the Landowner.*

345

346 Subject to Section 7 and to interpretation under Section 23, as owner of the Property, the
347 Landowner reserves all interests in the Property not transferred, conveyed, restricted,
348 prohibited or extinguished by this Easement. These ownership rights include, but are not
349 limited to, the right to sell, lease, or otherwise transfer the Property to anyone the
350 Landowner chooses, as well as the right to privacy, the right to exclude any member of
351 the public from trespassing on the Property, and any other rights consistent with the
352 Purpose of this Easement. Nothing contained herein shall be construed as a grant to the
353 general public of any right to enter upon any part of the Property.

354

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

357

358

359 15. *Responsibilities of the Landowner and the Grantee Not Affected.*

360
361 Other than as specified herein, this Easement is not intended to impose any legal or other
362 responsibility on the Grantee, or in any way to affect any existing obligation of the
363 Landowner as owner of the Property. Among other things, this shall apply to:

364
365 (a) Taxes – The Landowner shall be solely responsible for payment of all taxes
366 and assessments levied against the Property. If the Grantee ever pays any taxes or
367 assessments on the Property, or if the Grantee pays levies on the Landowner’s
368 interest in order to protect Grantee’s interests in the Property, the Landowner will
369 reimburse the Grantee for the same. It is intended that this Easement constitute an
370 enforceable restriction within the meaning of Article XIII, Section 8 of the
371 California Constitution and that this Easement qualify as an enforceable
372 restriction under the provisions of California Revenue and Taxation Code
373 Sections 402.1(a)(8) and 423.

374
375 (b) Upkeep and Maintenance – The Landowner shall be solely responsible for the
376 upkeep and maintenance of the Property, to the extent it may be required by law.
377 The Grantee shall have no obligation for the upkeep or maintenance of the
378 Property. If the Grantee acts to maintain the Property in order to protect the
379 Grantee’s interest in the Property, the Landowner will reimburse the Grantee for
380 any such costs.

381
382 (c) Liability and Indemnification – In view of the Grantee’s and the Department
383 of Conservation’s negative rights, limited access to the land, and lack of active
384 involvement in the day-to-day management activities on the Property, the
385 Landowner shall indemnify, protect, defend and holds harmless the Grantee, the
386 Department of Conservation, their officers, directors, members, employees,
387 contractors, legal representatives, agents, successors and assigns (collectively,
388 “Agents and Assigns”) from and against all liabilities, costs, losses, orders, liens,
389 penalties, claims, demands, damages, expenses, or causes of action or cases,
390 including without limitation reasonable attorneys’ fees, arising out of or in any
391 way connected with or relating to the Property or the Easement. The Landowner
392 shall be solely liable for injury or the death of any person, or physical damage to
393 any property, or any other costs or liabilities resulting from any act, omission,
394 condition, or other matter related to or occurring on or about the Property,
395 regardless of cause, unless due to the negligence or willful misconduct of the
396 Grantee, the Department of Conservation, and/or their respective Agents and
397 Assigns. The Grantee shall be named as an additional insured on Landowner’s
398 general liability insurance policy.

399
400 Neither the Grantee, the Department of Conservation, nor their Agents and
401 Assigns shall have responsibility for the operation of the Property, monitoring of
402 hazardous conditions on it, or the protection of the Landowner, the public or any
403 third parties from risks relating to conditions on the Property. Without limiting
404 the foregoing, neither the Grantee, the Department, nor their respective Agents

405 and Assigns shall be liable to the Landowner or other person or entity in
406 connection with consents given or withheld, or in connection with any entry upon
407 the Property occurring pursuant to this Easement, or on account of any claim,
408 liability, damage or expense suffered or incurred by or threatened against the
409 Landowner or any other person or entity, except as the claim, liability, damage, or
410 expense is the result of the gross negligence or intentional misconduct of the
411 Grantee, the Department, and/or their respective Agents and Assigns.
412

413 *16. Monitoring.*

414
415 The Grantee shall manage its responsibilities as holder of this Easement in order to
416 uphold the Purpose of this Easement. The Grantee's responsibilities include, but are not
417 limited to, annual monitoring, such additional monitoring as circumstances may require,
418 record keeping, and enforcement of this Easement, for the purpose of preserving the
419 Property's agricultural productive capacity and open space character in perpetuity.
420 Failure of the Grantee to carry out these responsibilities shall not impair the validity of
421 this Easement or limit its enforceability in any way. With reasonable advance notice
422 (except in the event of an emergency circumstance or prevention of a threatened breach),
423 Grantee shall have the right to enter upon, inspect, observe, monitor and evaluate the
424 Property to identify the current condition of, and uses and practices on the Property and
425 to determine whether the condition, uses and practices are consistent with this Easement.
426

427 Grantee shall indemnify, defend with counsel of Landowner's choice, and hold
428 Landowner harmless from, all expense, loss, liability, damages and claims, including
429 Landowner's attorneys' fees, if necessary, arising out of Grantee's entry on the Property,
430 unless caused by a violation of this Easement by Landowner or by Landowner's
431 negligence or willful misconduct.
432

433 The Grantee shall report to the Department of Conservation by June 30 of each year after
434 the annual monitoring visit, describing method of monitoring, condition of the Property,
435 stating whether any violations were found during the period, describing any corrective
436 actions taken, the resolution of any violation, and any transfer of interest in the Property.
437 Failure to do so shall not impair the validity of this Easement or limit its enforceability in
438 any way.
439

440 *17. Enforcement.*

441
442 The Grantee may take all actions that it deems necessary to ensure compliance with the
443 terms, conditions, covenants, and purposes of this Easement. The Grantee shall have the
444 right to prevent and correct violations of the terms, conditions, covenants, and purposes
445 of this Easement. If the Grantee finds what it believes is a violation or potential
446 violation, it may at its discretion take appropriate legal action to ensure compliance with
447 the terms, conditions, covenants, and purposes of this Easement and shall have the right
448 to correct violations and prevent the threat of violations. Except when an ongoing or
449 imminent violation could irreversibly diminish or impair the agricultural productive
450 capacity and open space character of the Property, the Grantee shall give the Landowner

451 written notice of the violation or potential violation, and thirty (30) days to correct it,
452 before filing any legal action.

453

454 If a court with jurisdiction determines that a violation may exist, has occurred, or is about
455 to occur, the Grantee may obtain an injunction, specific performance, or any other
456 appropriate equitable or legal remedy, including (i) money damages, including damages
457 for the loss of the agricultural conservation values protected by this Easement, (ii)
458 restoration of the Property to its condition existing prior to such violation, and (iii) an
459 award for all of the Grantee's expenses incurred in stopping and correcting the violation,
460 including but not limited to reasonable attorney's fees. The failure of the Grantee to
461 discover a violation or potential violation, or to take immediate legal action to prevent or
462 correct a violation or potential violation known to the Grantee, shall not bar the Grantee
463 from taking subsequent legal action. The Grantee's remedies under this section shall be
464 cumulative and shall be in addition to all remedies now or hereafter existing at law or in
465 equity.

466

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

472

473 In the event the Grantee fails to enforce any term, condition, covenant or purpose of this
474 Easement, as determined by the Director of the Department of Conservation, the Director
475 of the Department and his or her successors and assigns shall have the right to enforce the
476 Easement after giving notice to the Grantee and the Landowner and providing a
477 reasonable opportunity under the circumstances for the Grantee to enforce any term,
478 condition, covenant, or purpose of the Easement. In the event that the Director of the
479 Department determines that the Grantee has failed to enforce any of the terms,
480 conditions, covenants, or purposes of the Easement, the Director of the Department and
481 his or her successors and assigns shall be entitled to exercise the same right to enter the
482 Property granted to the Grantee, including right of immediate entry in the event of an
483 emergency or suspected emergency where the Director of the Department or his or her
484 successor or assign determines that immediate entry is required to prevent, terminate or
485 mitigate a violation of this Easement.

486

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

491

492 18. *Transfer of Easement.*

493

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

497 the California Civil Code and has similar purposes to preserve agricultural lands and
498 open space. If no such private nonprofit organization exists or is willing to assume the
499 responsibilities imposed by this Easement, then this Easement may be transferred to any
500 public agency authorized to hold interests in real property as provided in Section 815.3(b)
501 of the California Civil Code. Such an assignment or transfer may proceed only if the
502 organization or agency expressly agrees to assume the responsibility imposed on the
503 Grantee by the terms of this Easement and is expressly willing and able to hold this
504 Easement for the Purpose for which it was created. All assignment and assumption
505 agreements transferring the Easement shall be duly recorded in <County name> County.
506

507 If the Grantee should desire to assign or transfer this Easement, the Grantee must obtain
508 written permission from the Landowner and the Department of Conservation, which
509 permission shall not be unreasonably withheld.
510

511 If the Grantee or its successors ever ceases to exist or no longer qualifies under Section
512 170(h) of the U.S. Internal Revenue Code, or applicable state law, the Department of
513 Conservation, in consultation with the Landowner, shall identify and select an
514 appropriate private or public entity to whom this Easement shall be transferred.
515

516 *19. Perpetual Duration and No Merger of Title.*
517

518 Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with section 815),
519 which defines and authorizes perpetual conservation easements; this Easement shall run
520 with the land in perpetuity. Every provision of this Easement that applies to the
521 Landowner or the Grantee shall also apply to their respective agents, heirs, executors,
522 administrators, assigns, and all other successors as their interests may appear.
523

524 No merger of title, estate or interest shall be deemed effected by any previous,
525 contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the
526 Property, or any portion thereof, to the Grantee, or its successors or assigns. It is the
527 express intent of the parties that this Easement not be extinguished by, merged into,
528 modified, or otherwise deemed affected by any other interest or estate in the Property
529 now or hereafter held by the Grantee or its successors or assigns.
530

531 *20. Transfer of Property Interest.*
532

533 Any time the Property itself, or any interest in it, is transferred by the Landowner to any
534 third party, the Landowner shall notify the Grantee and the Department of Conservation
535 in writing at least thirty (30) days prior to the transfer of the Property or interest, and the
536 document of conveyance shall expressly incorporate by reference this Easement. Any
537 document conveying a lease of the Property shall expressly incorporate by reference this
538 Easement. Failure of the Landowner to do so shall not impair the validity of this
539 Easement or limit its enforceability in any way.
540
541

542 21. *Amendment of Easement.*

543

544 This Easement may be amended only with the written consent of the Landowner, the
545 Grantee, and the Director of the Department of Conservation. Any such amendment shall
546 be consistent with the Purpose of this Easement and with the Grantee's easement
547 amendment policies, and shall comply with all applicable laws, including Section 170(h)
548 of the Internal Revenue Code, or any regulations promulgated in accordance with that
549 section, and with Section 815 et seq. of the California Civil Code, and the California
550 Farmland Conservancy Program Act as codified in Section 10200 et seq. of the California
551 Public Resources Code, and any regulations promulgated thereunder. No amendment
552 shall diminish or affect the perpetual duration or the Purpose of this Easement, nor the
553 status or rights of the Grantee under the terms of this Easement.

554

555 This Easement and any amendment to it shall be recorded in [*County name*] County.
556 Copies of any amendments to this Easement shall be provided to the Department of
557 Conservation within 30 days of recordation.

558

559

560 22. *Termination of Easement.*

561 *(NOTE: Landowners may waive the administrative termination provision defined in*
562 *Public Resources Code sections 10270-77, in which case Scenario A shall be used below,*
563 *with potential easement termination shall be governed solely by judicial termination*
564 *proceedings. Otherwise, Scenario B on page 15 shall be used.)*

565

566 ***[Scenario A: Landowner's Administrative Termination Rights Waived]***

567

568 (a) It is the intention of the parties that the Conservation Purpose of this Easement
569 shall be carried out forever as provided in the Section 10211 of the Public
570 Resources Code and Section 815 et seq. of the Civil Code. Accordingly,
571 Landowner hereby waives on behalf of the Landowner and the Landowner's
572 successors and assigns all rights at law or inequity to request a termination of this
573 Easement pursuant to Public Resources Code Sections 10270 et seq.

574

575 Waiver of Right to Request Administrative Termination:

576

577 Landowner's Initials: _____ [*and* _____]

578

579 (b) Other than pursuant to eminent domain or purchase in lieu of eminent
580 domain, no other voluntary or involuntary sale, exchange, conversion, or
581 conveyance of any kind of all or part of the Property, or of any interest in it, shall
582 limit or terminate the provisions of this Easement. This Easement can only be
583 terminated or extinguished, whether in whole or in part, by judicial proceedings in
584 a court of competent jurisdiction. The fact that the land is not in agricultural use
585 is not reason for termination of this Easement.

586

587 Termination of the Easement through condemnation is subject to the requirements

588 of Section 10261 of the Public Resources Code, the eminent domain laws of the
589 State of California, federal law, and this Easement. The Property may not be
590 taken by eminent domain or in lieu of eminent domain if the planned use is more
591 than seven (7) years in the future (California Code of Civil Procedure section
592 1240.220). Grantee shall be paid by the condemnor the value of the Easement at
593 the time of condemnation (Public Resources Code section 10261(a)(2)). Purchase
594 in lieu of condemnation, or settlement of an eminent domain proceeding, shall
595 occur pursuant to applicable laws and procedures, including but not limited to
596 California Government Code sections 7267.1 and 7267.2, and shall require
597 approval of the Grantee, the Director of the Department, and the [match funder].
598 Grantee shall have an opportunity to accompany the appraiser for the condemning
599 agency when the appraiser goes on the Property with Landowner. Should this
600 Easement be condemned or otherwise terminated on any portion of the Property,
601 the balance of the Property shall remain subject to this Easement. In this event,
602 all relevant related documents shall be updated and re-recorded by the Grantee to
603 reflect the modified easement area. Encumbrances junior to this Easement shall
604 remain subordinate to the Easement as amended.

605
606 (c) In the event the Landowner is notified that a public entity intends or proposes
607 to acquire the Easement Area in whole or in part by eminent domain, the
608 Landowner shall provide the Grantee, the Department, and the [match funder]
609 with a copy of the notification within five (5) business days of having received
610 such notification. In the event the Landowner intends to seek termination of the
611 easement pursuant to initiation of a judicial proceeding which is not based on
612 eminent domain, the Landowner shall notify the Grantee, the Department and the
613 [match funder] of such intent no later than sixty (60) days before initiating such
614 proceedings. No inaction or silence by the Grantee, the Department, or the
615 [match funder] shall be construed as abandonment of the Easement.

616
617 (d) The grant of this Easement gives rise to a property right immediately vested in
618 the Grantee. For the purpose of determining the amount to be paid by the
619 Landowner in a repurchase of the Easement pursuant to judicial proceedings, and
620 for the purpose of allocating proceeds from a sale or other disposition of the
621 Property at the time of termination, the Easement and the Grantee's property right
622 therein shall have a value equal to the difference between the current fair market
623 value of the Property as if unencumbered by this Easement and the current fair
624 market value of the Property encumbered by this Easement, each as determined
625 on or about the date of termination. The values shall be determined by an
626 appraisal performed by an appraiser jointly selected by the Landowner and the
627 Grantee. The Landowner shall pay the cost of the appraisal, and it is subject to
628 approval by the Department and the [match funder]. Nothing herein shall prevent
629 the Landowner, the Grantee, the Department, or the [match funder] from having
630 an appraisal prepared at its own expense.

631
632 (e) Upon approval of termination of this Easement or any portion thereof, the
633 Landowner shall reimburse the State of California, Department of Conservation

634 California Farmland Conservancy Program Fund and *[match funder]*, the amount
635 equal to the value of the Easement that is terminated. If the entire Easement is
636 terminated, the amount required to be paid in connection with the Landowner's
637 repurchase shall be distributed as follows: (i) to the State of California,
638 Department of Conservation, California Farmland Conservancy Program Fund,
639 ?%; and (ii) to the *[match funder]*, ?%, representing the proportion of easement
640 value originally contributed by these agencies for the purchase of this Easement.
641 If only a portion of the Easement is so terminated, the reimbursement shall be
642 pro-rated. This Easement shall not be deemed terminated under a judicial
643 termination proceeding until such payment is received by the State of California,
644 Department of Conservation California Farmland Conservancy Program Fund, the
645 *[match funder]* and Grantee *[if any bargain sale occurred]*. Grantee, in using any
646 funds received from the termination of this Easement, shall use the funds in a
647 manner consistent with the Purpose of this Easement.

648

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

651

652 (f) If the Grantee obtains payment on a claim under a title insurance policy
653 insuring this Easement, payment shall be distributed as set forth in Section 22(e).

654

655 ***[Scenario B: Landowner's Administrative Termination Rights NOT Waived]***

656

657 (a) Other than pursuant to eminent domain or purchase in lieu of eminent domain,
658 no other voluntary or involuntary sale, exchange, conversion, or conveyance of
659 any kind of all or part of the Property, or of any interest in it, shall limit or
660 terminate the provisions of this Easement. This Easement can only be terminated
661 or extinguished, whether in whole or in part, by judicial proceedings in a court of
662 competent jurisdiction or by administrative termination pursuant to Section
663 10270-10277 of the Public Resources Code. The fact that the land is not in
664 agricultural use is not reason for termination of this Easement.

665

666 Termination of the Easement through condemnation is subject to the requirements
667 of Section 10261 of the Public Resources Code, the eminent domain laws of the
668 State of California, federal law, and this Easement. The Property may not be
669 taken by eminent domain or in lieu of eminent domain if the planned use is more
670 than seven (7) years in the future (California Code of Civil Procedure section
671 1240.220). Grantee shall be paid by the condemnor the value of the Easement at
672 the time of condemnation (Public Resources Code section 10261(a)(2)). Purchase
673 in lieu of condemnation, or settlement of an eminent domain proceeding, shall
674 occur pursuant to applicable laws and procedures, including but not limited to
675 California Government Code sections 7267.1 and 7267.2, and shall require
676 approval of the Grantee, the Director of the Department, and the *[match funder]*.
677 Grantee shall have an opportunity to accompany the appraiser for the condemning
678 agency when the appraiser goes on the Property with Landowner. Should this
679 Easement be condemned or otherwise terminated on any portion of the Property,

680 the balance of the Property shall remain subject to this Easement. In this event,
681 all relevant related documents shall be updated and re-recorded by the Grantee to
682 reflect the modified easement area. Encumbrances junior to this Easement shall
683 remain subordinate to the Easement as amended.

684
685 (b) In the event the Landowner is notified that a public entity intends or proposes
686 to acquire the Easement Area in whole or in part by eminent domain, the
687 Landowner shall provide the Grantee, the Department, and the [match funder]
688 with a copy of the notification within five (5) business days of having received
689 such notification. In the event the Landowner intends to seek termination of the
690 easement pursuant to administrative termination or judicial proceeding that is not
691 based on eminent domain, the Landowner shall notify the Grantee, the
692 Department and the [match funder] of such intent no later than sixty (60) days
693 before initiating such proceedings. No inaction or silence by the Grantee, the
694 Department, or the [match funder] shall be construed as abandonment of the
695 Easement.

696
697 (c) The grant of this Easement gives rise to a property right immediately vested in
698 the Grantee. For the purpose of determining the amount to be paid by the
699 Landowner in a repurchase of the Easement at the time of a administrative
700 termination or pursuant to judicial proceedings, and for the purpose of allocating
701 proceeds from a sale or other disposition of the Property at the time of
702 termination, the Easement and the Grantee's property right therein shall have a
703 value equal to the difference between the current fair market value of the Property
704 as if unencumbered by this Easement and the current fair market value of the
705 Property encumbered by this Easement, each as determined on or about the date
706 of termination. The values shall be determined by an appraisal performed by an
707 appraiser jointly selected by the Landowner and the Grantee. The Landowner
708 shall pay the cost of the appraisal, and it is subject to approval by the Department
709 and the [match funder]. Nothing herein shall prevent the Landowner, the Grantee,
710 the Department, or the [match funder] from having an appraisal prepared at its
711 own expense.

712
713 (d) Upon approval of termination of this Easement or any portion thereof, the
714 Landowner shall reimburse the State of California, Department of Conservation
715 California Farmland Conservancy Program Fund and [match funder], the amount
716 equal to the value of the Easement that is terminated. If the entire Easement is
717 terminated, the amount required to be paid in connection with the Landowner's
718 repurchase shall be distributed as follows: (i) to the State of California,
719 Department of Conservation, California Farmland Conservancy Program Fund,
720 ?%; and (ii) to the [match funder], ?%, representing the proportion of easement
721 value originally contributed by these agencies for the purchase of this Easement.
722 If only a portion of the Easement is so terminated, the reimbursement shall be
723 pro-rated. This Easement shall not be deemed terminated under a judicial
724 termination proceeding until such payment is received by the State of California,
725 Department of Conservation California Farmland Conservancy Program Fund, the

726 [match funder] and Grantee [if any bargain sale occurred]. Grantee, in using any
727 funds received from the termination of this Easement, shall use the funds in a
728 manner consistent with the Purpose of this Easement.

729
730 (NOTE: Additional language IRS language may need to be used for landowners
731 seeking IRS recognition of a charitable donation)

732
733 (s) If the Grantee obtains payment on a claim under a title insurance policy
734 insuring this Easement, payment shall be distributed as set forth in Section 22(d).

735
736 23. Interpretation.

737
738 (a) This Easement shall be interpreted under the laws of the State of California,
739 resolving any ambiguities and questions of the validity of specific provisions so as
740 to give maximum effect to its conservation purposes.

741
742 (b) References to specific authorities in this Easement shall be to the statute, rule,
743 regulation, ordinance, or other legal provision that is in effect at the time this
744 Easement becomes effective.

745
746 (c) No provision of this Easement shall constitute governmental approval of any
747 improvements, construction or other activities that may be permitted under this
748 Easement.

749
750 24. Notices.

751
752 Any notices to the Landowner and the Grantee required by this Easement shall be in
753 writing and shall be personally delivered or sent by First-Class Mail to the following
754 addresses, unless a party has been notified by the other of a change of address:

755
756 To the Landowner:

757
758 _____
759 _____
760 _____

761
762 To the Grantee:

763
764 _____
765 _____
766 _____

767
768 Any notices required by this Easement to be sent to the Department shall be in writing
769 and shall be personally delivered or sent by first class mail, at the following address,
770 unless a party has been notified by the Department of a change of address:

771

772 To the Department of Conservation:

773

774 Department of Conservation

775 801 K Street, MS 18-01

776 Sacramento, CA 95814

777 Attn: California Farmland Conservancy Program

778

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

780

781 (a) Nothing in this Easement shall be construed as giving rise to any right or
782 ability in the Grantee or the Department of Conservation to exercise physical or
783 management control over the day-to-day operations of the Property, or any of the
784 Landowner's activities on the Property, or otherwise to become an "owner" or
785 "operator" with respect to the Property as those words are defined and used in
786 environmental laws, including the Comprehensive Environmental Response,
787 Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any
788 corresponding state and local statute or ordinance.

789

790 (b) The Landowner warrants that it has no actual knowledge of a release or
791 threatened release of any Hazardous Materials on, at, beneath or from the
792 Property. Moreover the Landowner hereby promises to defend and indemnify the
793 Grantee and the Department of Conservation against all litigation, claims,
794 demands, penalties and damages, including reasonable attorneys' fees, arising
795 from or connected with the release or threatened release of any Hazardous
796 Materials on, at, beneath or from the Property, or arising from or connected with a
797 violation of any Environmental Laws. The Landowner's indemnification
798 obligation shall not be affected by any authorizations provided by the Grantee to
799 the Landowner with respect to the Property or any restoration activities carried
800 out by the Grantee at the Property; provided, however, that the Grantee shall be
801 responsible for any Hazardous Materials contributed after this date to the Property
802 by the Grantee.

803

804 (c) The Landowner warrants that it shall remain in compliance with, all applicable
805 Environmental Laws. The Landowner warrants that there are no notices by any
806 governmental authority of any violation or alleged violation of, non-compliance
807 or alleged non-compliance with or any liability under any Environmental Law
808 relating to the operations or conditions of the Property.

809

810 (d) "Environmental Law" or "Environmental Laws" means any and all Federal,
811 state, local or municipal laws, rules, orders, regulations, statutes, ordinances,
812 codes, guidelines, policies or requirements of any governmental authority
813 regulating or imposing standards of liability or standards of conduct (including
814 common law) concerning air, water, solid waste, Hazardous Materials, worker
815 and community right-to-know, hazard communication, noise, radioactive
816 material, resource protection, subdivision, inland wetlands and watercourses,
817 health protection and similar environmental health, safety, building and land use

818 as may now or at any time hereafter be in effect.

819

820 (e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil,
821 waste oils, explosives, reactive materials, ignitable materials, corrosive materials,
822 hazardous chemicals, hazardous wastes, hazardous substances, extremely
823 hazardous substances, toxic substances, toxic chemicals, radioactive materials,
824 infectious materials and any other element, compound, mixture, solution or
825 substance which may pose a present or potential hazard to human health or the
826 environment or any other material defined and regulated by Environmental Laws.

827

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

836

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

838

839 The Landowner represents and warrants that it owns the entire fee simple interest in the
840 Property, including the entire mineral estate, and hereby promises to defend this
841 Easement against all claims that may be made against it. Any and all financial liens or
842 financial encumbrances with priority over this Easement existing as of the date of the
843 recording of this Easement have been subordinated. Exhibit C (Prior Encumbrances) sets
844 forth all prior encumbrances. The Landowner represents and warrants that the Property
845 is not subject to any other conservation easement whatsoever.

846

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

848

849 With permission of the Grantee pursuant to Section 4, the Landowner may grant
850 subsequent easements, including conservation easements, interests in land, or use
851 restrictions on the Property. Under no circumstances shall the Grantee approve the
852 granting of subsequent easements, interests in land, or use restrictions that might diminish
853 or impair the agricultural productive capacity or open space character of the Property.
854 The Grantee's written approval shall be obtained at least thirty (30) days in advance of
855 the Landowner's execution of any proposed subsequent easement, interests in land, or use
856 restriction on the Property, and such subsequent easements, interests in land, and use
857 restrictions shall make reference to and be subordinate to this Easement. The Grantee
858 shall notify the Department immediately upon receipt of request by the Landowner to
859 grant a subsequent easement, interest in land, or use restriction on the Property. The
860 Grantee shall notify the Department in the event that it approves the grant of any
861 subsequent easement, interest in land, or use restriction on the Property.

862

863 28. *Severability.*

864

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

869

870 29. *Entire Agreement.*

871

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

876

877 30. *Acceptance.*

878

879 As attested by the signature of its [*Position title*] affixed hereto, as authorized by
880 Grantee's Board of Directors/Trustees, in exchange for consideration, the Grantee hereby
881 accepts without reservation the rights and responsibilities conveyed by this Deed of
882 Agricultural Conservation Easement.

883

884 To Have and To Hold, this Deed of Agricultural Conservation Easement unto the
885 Grantee, its successors and assigns, forever.

886

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

889

890 LANDOWNER

891

892 [*Landowner's Name*].

893

894 By: _____

895

896 Name: _____

897

898 Title: _____

899

900
901
902
903
904
905
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GRANTEE

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

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958

State of California) ss
County of)

On _____ before me, _____, personally appeared
_____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person 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 _____

Notary Public

State of California) ss
County of)

On _____ before me, _____, personally appeared
_____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the person 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 _____

Notary Public

959 Exhibit A (Legal Description) Attached
960 Exhibit B (Vicinity Map) Attached
961 Exhibit C (Building Envelope and Existing Improvements) Attached
962 Exhibit D (Prior Encumbrances) Attached
963
964

965
966
967
968
969
970

Exhibit A
(Legal Description)

971
972
973
974
975
976

Exhibit B
(Vicinity Map)

977
978
979
980
981
982

Exhibit C
(Building Envelope and Existing Improvements)

983
984
985
986
987

Exhibit D
(Prior Encumbrances)

Rangeland, Grazing Land and

Grassland Protection

Act of 2002

Program Application and Guidelines

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Rangeland, Grazing Land and Grassland Protection Act of 2002

In September of 2002, Chapter 984, Statutes of 2002, enacted the Rangeland, Grazing Land and Grassland Protection Act of 2002. The Act designated the Wildlife Conservation Board (WCB) as the lead agency for carrying out the California Rangeland, Grazing Land and Grassland Protection Program. The purpose of the program is to protect California's rangeland, grazing land and grasslands, through the use of conservation easements.

Purpose and Authority

Pursuant to the provisions of Section 10332, the purpose of the program is to accomplish the following:

1. To prevent the conversion of rangeland, grazing land and grassland to nonagricultural uses.
2. To protect the long-term sustainability of livestock grazing.
3. To ensure continued wildlife, water quality, watershed and open-space benefits to the State of California from livestock grazing.

Definitions

To achieve the objectives of the California Rangeland, Grazing Land and Grassland Protection Program, the following terms have the following meaning:

"Agricultural Intensification" a collective term for converting rangeland, grazing land or grasslands for more intensive agricultural use.

"Board" means the Wildlife Conservation Board.

"Compatible Uses" means the following:

1. Compatible uses will not displace or compromise the rangeland, grazing land, grasslands, wildlife, water quality, watershed or open space benefits that occur from livestock grazing. Compatible uses sustain and do not convert or displace land to other uses.

2. Compatible uses contribute toward the long-term economic viability of the property. Further, the activity will not conflict with or impair agricultural uses on adjacent land.
3. Compatible uses reflect activities that integrate and complement the rangeland, grassland and grazing use of the land and enhance the financial operation of the property. For example, such activities could include a bed and breakfast or dude ranch promoting the scenic, historical and cultural attributes of grazing operations. While such uses promote the value and beauty of the open space and surrounding natural resource conditions of the property, the activity should not compromise the carrying capacity for owner-operated grazing as the primary land use.
 - Other compatible uses could include forage production, recreational or commercial hunting/fishing operations, wildlife viewing or other non-consumptive uses of the resource.
 - Innovative compatible use activities address the external and internal components of sustainability.
4. Compatible uses will not diminish, devalue or result in the removal of adjacent land from agricultural production.
5. Agricultural intensification such as orchards or vineyards, shall not exceed 5 percent of the easement area. For the purposes of the Act, existing lands used for haying and livestock fodder production shall be considered grazing lands and not agricultural intensification. All grazing, haying, livestock fodder production and agricultural intensification shall be conducted in a sustainable manner.

Areas available for agricultural intensification shall be specifically identified in the conservation easement. Agricultural intensification shall generally be limited to those areas that have been previously farmed, will not significantly impair the conservation values and will not significantly displace livestock carrying capacity.

“Conservation Easement” means a conservation easement, as defined by Section 815.1 of the Civil Code that is perpetual.

“Environmental Conditions” means a hazardous substance or other condition that would create hazards and/or liabilities for the landowner, such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, contaminated soil or water.

“Grassland” means land on which the vegetation is dominated by grasses, grass like plants and/or forbs.

“Grazing Land” (1) a collective term for rangeland, pastureland, grazing forest land, native and naturalized pasture, hayland, and grazed cropland. Although grazing is generally a predominate use, the term is used independent of any use. (2) Land is used primarily for production of forage plants maintained or manipulated primarily through grazing management. Includes all land having plants harvestable by grazing without reference to land tenure, other land uses or management practices.

“Local Public Agency” means any city, county, city and county, resource conservation district, special district, joint powers authority made up of two or more local public agencies and one or more state agencies.

“Nonprofit organization” means any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (Division 2 (commencing with Section 5000) of Title 1 of the Corporations Code), qualified to do

business in California, and qualified under Section 501 (c) (3) of Title 26 of the Internal Revenue Code as a tax-exempt corporation that has as a principle purpose the conservation of land and water resources.

“Productivity” means quantitative measure/acre assessment. Average annual forage production/acre as expressed in weight.

“Property” means any real property and any perpetual interest therein, including land, conservation easements, and land containing water rights.

“Qualified property” means property that is rangeland, grazing land or grassland, and is used or is suitable for grazing; is zoned for agriculture, or open-space use; and is used or suitable for habitat for aquatic or terrestrial wildlife species or native plants.

“Rangeland” means land on which the historic climax plant community is predominantly grasses, grass like plants, forbs, or shrubs. Includes land re-vegetated naturally or artificially when routine management of that vegetation is accomplished mainly through manipulation of grazing. Rangeland includes native or naturalized grasslands, savanna, shrub lands, most deserts, alpine communities, coastal marshes and wet meadows.

“State Agency” means any public entity created by statute within the California State Resources Agency.

“Sustainability” means the ability to keep and maintain the rangelands, grazing operation and grasslands in production.

Minimum Program Requirements

- Projects must protect the integrity of the rangeland, grazing land and grassland.
- Applicants interested in obtaining an easement on more intensified agricultural areas are encouraged to contact the Department of Conservation, California Farmland Conservancy Program at cfcf@consrv.ca.gov.
- All conservation easements must be in perpetuity. The holder of the conservation easement must review and monitor the project site at least annually to assess compliance with the terms and conditions of the conservation easement. The holder of the conservation easement must report the findings of the annual review to the WCB.
- The WCB encourages projects designed to address regional landscape issues and involve partnerships. A partnership approach brings to the project a diversity of skills, expertise, ideas and sometimes-even money that may not otherwise be available to complete a desired project. Project proposals that contain funding partners may receive a higher priority than applicants requesting 100 percent of the necessary funds to acquire the conservation easement.
- The terms and conditions of the conservation easement must comply with the “Principles of Compatible Use”.
- The Landowner must disclose any known or suspected environmental conditions associated with the property.
- The Landowner must certify the conservation easement was not, and is not, required to satisfy a condition imposed upon the landowner by any lease, permit, license, certificate, or other entitlement for use issued by one or more public agencies. This includes, but is not limited to, the mitigation of significant effects on the environment, a project pursuant to an approved environmental impact report or mitigated negative declaration.
- Landowners must certify the proposed use is consistent with local land use plans and zoning requirements. Holders of mineral rights will be notified of the intent to purchase a conservation easement.

Administrative Process

Eligible Applicants and Partners

Eligible applicants and partners include willing landowners, a local public agency, special district, resource conservation district, joint powers authority, nonprofit organization or state agency.

Submitting Applications

Applications are accepted on a continuous, year-round basis. Prior to submitting an application, applicants are encouraged to meet with staff from the WCB to discuss the proposed project.

Upon receipt of a proposed project application, the WCB will review the application for compliance with program requirements. If the proposed project demonstrates consistency with the program requirements, meets the program guidelines and selection criteria, and sufficient money exists to fund the request, the project may be scheduled for Board consideration. Applicants will be notified as to when the project will be considered by the Board. For questions regarding the program, please visit our website at www.wcb.ca.gov or call (916) 445-8448, for further information.

All applications should be mailed to the following:

Executive Director, Wildlife Conservation Board
PO Box 944209
Sacramento, California 94244-2090

Baseline Conditions Report

Prior to the close of escrow for the acquisition of a conservation easement, a Baseline Conditions Report shall be delivered to the WCB office for review and approval. The Baseline Conditions Report shall provide detailed information on the condition of the property to be protected. The documentation (Baseline Conditions Report) shall be tailored to the purposes of the WCB Grant Agreement and the specific conservation values to be protected by the conservation easement. Descriptions of the condition of the property and conservation values should be sufficiently detailed to allow for meaningful future comparisons.

The Baseline Conditions Report must be completed, signed and certified by the landowner(s) and the easement holder prior to the close of escrow. The certification must confirm that the Baseline Conditions Report is a current and accurate description and representation of the property, the health of its resources and conservation values, as of the closing.

The Baseline Conditions Report shall provide a narrative that characterizes the overall general condition of the conservation values protected by the conservation easement. For purposes of baseline documentation, the report must provide descriptions that are clearly defined and sufficiently detailed to allow for meaningful future comparisons and must (a) describe and document the features and characteristics of the property in relation to the purposes, conservation values, and terms of the conservation easement at the time the conservation easement is granted; (b) describe and document the conservation values and resources to be protected by the conservation easement; (c) contain all information necessary for the grantee to administer, monitor and enforce the conservation easement; and (d) include a copy of the recorded conservation easement. The WCB Grant Agreement will include minimum requirements for the content of a Baseline Conditions Report.

Monitoring Requirements

Compliance Monitoring: All conservation easements funded in whole or part by the WCB must be monitored for compliance with the terms and conditions of the grant agreement and the conservation easement. The holder of the conservation easement shall monitor the property at least annually to assess compliance with the terms and conditions of the conservation easement, as well as whether the purposes of the conservation easement are being met. Compliance monitoring shall note any changes to the property compared to the Baseline Conditions Report and the prior monitoring report.

Not less than once, in any period of three calendar years, the easement holder shall arrange for the WCB to access the protected property to assess compliance with the terms, covenants and conditions of the grant agreement and conservation easement. To the extent possible, such visits will be scheduled at the time of the annual monitoring visit.

Monitoring Report: The easement holder shall provide an annual written report of its monitoring activities and the results of such monitoring to the WCB in accordance with approved monitoring protocols. The monitoring report shall document and describe the monitoring activities in a manner that demonstrates the monitoring was conducted in accordance with the monitoring protocol approved by the WCB. Summaries of the monitoring effort are not adequate for purposes of reporting to the WCB.

Monitoring Protocol: Prior to the close of escrow, the WCB will review and approve monitoring protocols for the property to be protected. Using the Baseline Conditions Report as a benchmark, the monitoring protocol should be adaptive and address the purposes, frequency, timing and methods of monitoring the property. The protocol is the framework that will guide the preparation for and implementation of the easement holder's annual monitoring of the conservation easement and must be tailored to address the purposes, terms and conditions of the conservation easement, and purposes of the WCB Grant Agreement.

Rangeland, Grazing Land and Grassland Protection Act of 2002 Application Package

Part I	Grantee and Landowner Information
Part II	Guidelines and Selection Criteria
Part III	Required Attachments and Certifications

PART I

Grantee Information

Name of Applicant _____

Project Title _____

Project Manager _____

Mailing Address _____

Telephone Number: () Fax Number ()

Email Address _____

Tax Payer ID Number: _____

Total Cost of Project: _____

Total Amount of Grant Request: _____

Landowner Information

Name of Landowner _____

Mailing Address _____

Telephone Number () Fax Number ()

Email Address _____

Project Location (County, nearest City and major crossroad) _____

Senate District Number: ____ Senator _____

Assembly District Number: ____ Assembly Member _____

PART II Program Guidelines & Selection Criteria

GRAZING GUIDELINE: PROTECT THE LONG-TERM SUSTAINABILITY OF LIVESTOCK GRAZING.

Applicant should describe how the proposed project addresses each of the following criteria:

1. The range sites located on the property and how they contribute toward the sustainability of the ranching operation.
2. The current and historic uses of the property, including carrying capacity, stocking rate, and the long-term plan for continuity and sustainability of the ranch operation.
3. Compatible economic activities in operation or contemplated in the future for the property.
4. Opportunities to work with local ranchers/landowners to further promote grazing opportunities.
5. Stewardship practices the landowner implemented (or agreed to implement) that makes the ranch operation unique and promotes the conservation and integrity of the economic operation and the resource values present on the property.
6. The long-term economic viability reflects a measure of overall net financial return from grazing and/or other compatible economic uses of the property. Please explain how the long-term economic viability will be maintained as a result of this project. Please address the internal & external infrastructure, role in sustaining regional grazing operations & competitive operational activities in the region.

THREAT TO PROPERTY

GUIDELINE: PREVENT THE CONVERSION OF RANGELAND, GRAZING LAND AND GRASSLANDS TO NONAGRICULTURAL USES.

Applicant should describe how the proposed project addresses each of the following criteria:

1. Any current and/or potential land use threat to the property.
2. The property's current zoning contributes or does not contribute to the long-term use of the property as grazing land.
3. Provisions referenced in the "draft" easement that limit non-agricultural uses to those consistent with the Principles of Compatible Use.
4. Interest (if any) in converting rangeland, grazing land or grasslands to intensified agricultural uses.
5. What makes this project unique in protecting rangeland, grazing land and grasslands?
6. As a landowner, what are your reasons for participating in this program?
7. Regional landscape threats or opportunities that may impact the proposed project, i.e., adjacent lands protected in perpetuity with agricultural or conservation easements or adjacent lands proposed for development or conversion.

REGIONAL, COMMUNITY AND ECOLOGICAL GOALS

GUIDELINE: ENSURE CONTINUED WILDLIFE, WATER QUALITY, WATERSHED AND OPEN-SPACE BENEFITS TO THE STATE OF CALIFORNIA FROM LIVESTOCK GRAZING.

Applicant should describe how the proposed project addresses each of the following criteria:

1. The approximate number of acres of habitat types found on the property (for example, wetlands, riparian, grasslands, chaparral, oak woodlands, vernal pools, or mixed conifer). Include a description of the soil types found on the project site.
2. The aquatic, terrestrial, plant and animal species that may benefit from this proposal.
3. How does the size of this property promote ecological integrity and provide wildlife habitat values?
4. How the easement will protect or enhance the property's water quality and watershed, including a description of any water quality projects or activities planned for future implementation.
5. Sufficiency of surface and ground water rights on the property and protected by the easement to achieve the long-term operational goals of the ranch. Describe current and future, compatible uses for the water, for example, grazing, irrigation and future uses (bed and breakfast).
6. Will this project protect historic or archeological values or unique geologic features?
7. Any open space values that will be protected as a result of the project.
8. The project location in relation to other protected areas (for example; state parkland, wildlife areas, Williamson Act lands, land protected with an agricultural or wildlife easement).

PART III

Required Attachments

Complete applications must contain the following attachments and certifications to facilitate the review of the grant request. Applications that do not contain the required attachments will be returned to the applicant.

1. Project location map (regional and site specific).
2. Six color, 4 x 6 photographs of the project site.
3. A map that displays the following information: (1) the exterior boundaries of the entire property with corresponding parcel numbers, (2) the exterior boundaries and parcel numbers of the project site area subject to the conservation easement, (3) the location of any proposed agriculturally intensified areas and, (4) regional landscape areas of importance in relation to the proposed project.
4. Please indicate the total number of acres associated with the entire property and the number of acres subject to the terms and conditions of the conservation easement.
5. If agricultural intensification (see definition) is to be included in the easement area, identify the location, number of acres and a brief history of the present and past use.
6. Name, mailing address and assessors parcel number of all adjacent landowners.
7. Name, mailing address and assessors parcel number of existing mineral right holders as identified in the county where the property is located.
8. Complete Appraisal Report, prepared in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP), currently adopted by the Appraisal Standards Board of the Appraisal Foundation, establishing the fair market value of the fee interest and/or easement value of the property. If the use of federal funds is contemplated as a source of funding the project, the appraisal report must also comply with the Uniform Appraisal Standards for Federal Land Acquisitions (www.usdoj.gov/enrd/land-ack). In addition to the USPAP and federal reporting requirements, the appraisal report must contain a timber appraisal component providing the fair market value of the timber contribution to the land. At the discretion of the applicant and landowner, the appraisal can be submitted with the initial application although, this is not a requirement. Appraisals can be submitted for review after the applicant has been notified by WCB the proposal has met the minimum eligibility requirements and will be considered for further Board review.
9. The appraisal report must be accompanied by an independent review of the timber component contained in the appraisal, performed by an expert in timber valuation qualified to evaluate the timber valuation. The appraisal report, together with the independent review, is subject to review and approval by the State Department of General Services, and if applicable, by the federal agency proposing to contribute federal funds to the project.

10. In an attachment, please describe the easement holder's specific monitoring plan for the property. To facilitate the review process, please describe/list activities that are prohibited by the easement, as well as any compatible uses that may occur.
11. Draft copy of the proposed conservation easement that will be used to protect the rangeland, grazing land and/or grasslands. The easement shall contain at a minimum, information outlined in the attached "WCB Conservation Easements, Minimum Requirements".

Required Certifications

1. Consistent with Board policy, the grantee or holder of the conservation easement hereby certifies to review and monitor the project at least annually to assess compliance with the terms and conditions of the conservation easement, as well as whether the purposes of the conservation easement and the grant agreement are being met. The grantee or holder of the conservation easement further agrees to provide the Wildlife Conservation Board with a written status report detailing the findings of each review.
2. Pursuant to the requirement of Section 10338 (c), the project applicant and the landowner, hereby agree the conservation easement is not required to satisfy a condition imposed upon the seller by any lease, permit, license, certificate, or other entitlement of use issued by one or more public agencies, including but not limited to , the mitigation of significant effects on the environment of a project pursuant to an approved environmental impact report or mitigated negative declaration required pursuant to the California Environmental Quality Act (Division 13 (Commencing with Section 21000)).
3. Pursuant to the requirement of Section 10338 (d), the project applicant and the landowner, hereby acknowledge, unless otherwise specified in an attached Disclosure Statement, that there are no known or suspected environmental conditions associated with the property.
4. The landowner and applicant certify the proposed project is consistent with local governmental land use plans and zoning requirements.

We hereby certify and agree to the terms and conditions of the above requirements.

Applicant Certification:

_____ Date: _____

Landowner (s) Certification:

_____ Date: _____

_____ Date: _____

_____ Date: _____

WCB CONSERVATION EASEMENTS MINIMUM REQUIREMENTS

SCOPE, PURPOSE and RECITALS OF CONSERVATION EASEMENT

1. PURPOSES OF CONSERVATION EASEMENT: The conservation easement and grant agreement shall contain a definition of Purpose that is consistent with the fiscal, legislative and programmatic requirements of the funding source(s) used to pay for the conservation easement. The defined purpose of the grant and conservation easement must be consistent, and identify the resources and conservation values to be protected.
2. PUBLIC POLICY: The conservation easement should provide a statement(s) of state and local public policies the conservation easement supports, for example:

Section 1362 of the California Fish and Game Code, in which the California Legislature has declared an intention to (1) support and encourage voluntary, long-term private stewardship and conservation of California's oak woodlands, and (2) provide incentives to protect and encourage farming and ranching operations that are operated in a manner that protects and promotes healthy oak woodlands and for the protection of oak trees providing superior wildlife values on private lands.

3. CONSERVATION VALUES: The conservation easement shall contain a definition and description of the resources and conservation values protected by the easement. The description and definition shall be consistent with the Baseline Conditions Report. The defined conservation values must be consistent with the intent of the fund source used to pay for the conservation easement, the program goals and objectives of the program from which the project is funded. For example, the following WCB programs have defined goals, objectives and specified legislative intent: The Oak Woodland Program, the Rangeland Program, the Inland Wetland Conservation Program, the California Riparian Program, the Tax Credit Program and /or the statutes authorizing the expenditure of funds.

The definition of the conservation values shall include sufficient detail that explains habitat types, particular species or resources identified for protection, i.e., wildlife, nature of the working landscape, agricultural, historical, cultural, archaeological or recreational values.

4. STANDARD RECITALS, WITNESSETH: Describe the owner in fee simple; provide a brief and general description of property; landowner's willingness to grant a conservation easement with restrictions;

statement describing landowner's willingness to use property consistent with stated purpose, and adherence to terms, covenants and conditions of conservation easement.

5. GRANTEE AUTHORITY: Statement describing the easement holders authority to hold the conservation easement as defined by Section 170(h) (3) of the Internal Revenue Code, Section 815.3 of the California Civil Code and as certified by governing body of easement holder. Statement should express responsibility to monitoring and enforce the terms and conditions of the conservation easement.
6. LANDOWNER CONVEYANCE: Statement of what the landowner desires to convey for valuable consideration to assure the protection of the defined conservation values and purpose of the conservation easement.
7. BASELINE CONDITIONS REPORT: The conservation easement shall contain reference to the Baseline Conditions Report (Report). The Report must be signed and certified by the Landowner and Grantee, as representing a current and accurate description and representation of the protected property, its resources and conservation values. The Report shall be delivered to WCB prior to the close of escrow and become part of the internal acquisition file.
8. COMPLIANCE MONITORING: The conservation easement shall contain language that requires the easement area to be monitored by the easement holder at least annually to assess the condition of the property, including without limitation the conservation values and compliance with the conservation easement and purposes of the grant. The easement must also contain language that allows WCB access to the property no less than once in any period of three calendar years, to assess compliance with the terms, covenants, and conditions of the Grant Agreement between WCB and the easement holder.
9. MONITORING PROTOCOLS: Prior to the close of escrow, the easement holder shall develop monitoring protocols. At a minimum, the protocols shall address the terms and conditions of the conservation easement, the purpose of the easement and the conservation values. The protocols shall include a definition of impairment that in-part includes a statement that if the conservation values are reduced to such level they are no longer sustainable and render the purpose of the conservation easement void. The monitoring protocols shall be reviewed and approved by WCB. **NOTE: Monitoring protocols do not have to be identified in the conservation easement; however, they must be consistent with the defined purpose of the conservation easement and the defined conservation values.**
10. MONITORING REPORT: Commencing one year after the close of escrow and every year thereafter, the easement holder shall provide a written report to WCB describing and assessing the condition of the Easement Area and condition of the conservation values. The monitoring report shall address each of the approved monitoring protocols, including an assessment of the conservation values. **NOTE: The monitoring report is not part of the conservation easement, however, the Report must capture the information outlined in the monitoring protocols and shall include sufficient detail to explain the condition of the conservation easement and the defined conservation values.**

TERMS, CONDITIONS AND RESTRICTIONS

11. GRANTOR RIGHTS: Statements describing the rights of the landowner to engage in land use practices that are consistent with and complimentary to the purpose(s) of the easement and the conservation

values. Such statements shall prohibit activities that significantly impair, interfere with or otherwise burden the sustainability of the conservation values.

12. GRANTEE RIGHTS: Statements of what the Grantor (Landowner) grants and conveys to the Grantee (either an NGO, State and/or third party) to accomplish the purposes of the conservation easement. Specific rights should be detailed, specific, enforceable and consistent with the purpose of the easement and applicable provisions of the WCB grant agreement.
13. PERMITTED USES: Statements of allowable or permitted uses of the property that are consistent with and complimentary to the defined purpose of the easement and the defined conservation values.
14. PROHIBITED USES: Statement of prohibited uses that would result in damage to or loss of value to the conservation values and purpose of the conservation easement. Statements shall include a general provision that specifies that prohibited uses are not an inclusive and exhaustive list and any activity or use that deters from or impairs the conservation values of easement is prohibited.
15. PRIOR APPROVED ACTIVITIES: Some land uses may or may not impair the conservation values. Prior approval from the easement holder must be obtained on questionable or unstated land uses. The easement should describe the process for obtaining prior approval from the easement holder and/or state.
16. APPLICABLE LAWS: The conservation easement shall contain a statement the landowner is responsible for complying with applicable laws.
17. PUBLIC ACCESS: If public access is allowed, the conservation easement should contain language stating that public access rights are created with the easement and specifically define those rights. If public access is not allowed, the easement should contain language stating that public access has not been created.
18. INDEMNIFICATION AND HOLD HARMLESS: The conservation easement shall contain language of indemnification and hold harmless on the part of the landowner.
19. OPERATION AND MAINTENANCE: The conservation easement shall contain language identifying the landowner as the responsible entity for all maintenance and operations of the property including the payment of applicable state, local and federal taxes.
20. TRANSFER OF EASEMENT RIGHTS: The conservation easement shall contain language prohibiting the sale, transfer, or exchange of easement interest (or portions thereof) without the prior approval of the WCB or its successor.
21. SUBORDINATE LIENS ON PROPERTY: Easement shall contain language that all liens must be subordinate to State.
22. SECURITY FOR DEBT: The conservation easement shall contain language stating the easement may not be used as security for any debt without the written approval of the State of California, acting through the WCB or its successor.
23. NOTICES: The conservation easement shall contain all applicable information for notifying the easement holder and the State. Notices must be in writing.

24. BREACH OF ESSENTIAL CONDITIONS: The conservation easement shall contain a description of the notification process in the event any terms, conditions, or covenants of easement are violated. The language shall describe conditions that constitute a default, i.e., cure within 90 days, if possible.
25. REMEDIES: The conservation easement shall describe in the event of a default, all remedies available to cure default. One such remedy must include the option that WCB may require the easement holder to convey its interests in the conservation easement to WCB or, at the election of WCB, to another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all of the obligations and responsibilities of the former easement holder.
26. TERMINATION OF EASEMENT HOLDER: If the easement holder is a nonprofit organization and the existence of the easement holder is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the State of California. However, prior to that termination, upon approval of WCB, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby the real property is being acquired by a nonprofit organization shall be recorded and shall set forth the executory interest or right of entry on the part of the State of California.
27. COST OF ENFORCEMENT: The conservation easement shall contain a statement that any costs incurred by either party for purposes of correcting a default on the part of the landowner or the easement holder shall be borne by the losing party.
28. EXTINGUISHMENT: The conservation easement shall contain language stating the easement shall not be terminated or extinguished, in whole or in part, except through appropriate legal proceedings in a court of competent jurisdiction.

29. TERMINATION AND EXTINGUISHMENT: The conservation easement shall contain language that specifies how the distribution of funds will be made if any part of the property is taken by the exercise of eminent domain, or acquired by purchase in lieu of condemnation, to terminate the conservation easement in whole or in part. The language shall further specify that WCB and the easement holder may act jointly to recover from the condemning authority the full value of the easement holder's interest in the property. WCB shall be entitled to the share of the award, which equals the ratio of the WCB Grant Funds to the purchase price the easement holder paid to acquire the conservation easement.
30. SIGNAGE: The conservation easement must contain language that recognizes WCB participation in funding the easement and permits the posting of one or more sign(s) on the Property displaying the WCB logo.
31. AMENDING CONSERVATION EASEMENT: The conservation easement must contain language that specifies any amendment is subject to the approval of WCB, and that any amendment made without this approval is void. If the easement is modified (and approved by WCB), the easement shall be re-recorded with the County and a copy of the modified recorded easement provided to the State.
32. EXHIBITS: If the conservation easement allows specific activities to occur over the easement area, i.e., intensified agricultural uses, buildings, gravel quarries, etc., these land uses should be described and their general location identified on a map that is included as an Exhibit to the conservation easement. For example:
 - Residential Envelope
 - Agricultural Building Envelope
 - Location of Existing Buildings
 - Agricultural Envelope
 - Gravel Quarries

**CALIFORNIA
SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM**

GRANT GUIDELINES & APPLICATIONS

**PART OF
CALIFORNIA CLIMATE INVESTMENTS**

**STATE OF CALIFORNIA
STRATEGIC GROWTH COUNCIL**

**Draft Final
February 2020**



**CALIFORNIA STRATEGIC
GROWTH COUNCIL**



California
**Department of
Conservation**

For additional information, please contact:

STRATEGIC GROWTH COUNCIL

(916) 322-2318

<http://www.sgc.ca.gov/programs/salc/>

**California Department of Conservation
Division of Land Resource Protection**

(916) 324-0850

<http://www.conservation.ca.gov/dlrp>

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At-A-Glance

Program

The Sustainable Agricultural Lands Conservation Program is a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities Program. The Department of Conservation, in conjunction with the Natural Resources Agency, administers SALC on behalf of the Strategic Growth Council.

Funding Source

This program is funded through the California Climate Investments Program.

Critical Dates for Round 6 (proposed, subject to change)

Draft Guidelines released for comment	December 20, 2019
Public comment closed	January 27, 2020 12 p.m.
Guidelines adopted	February 25, 2020
Acquisition Pre-proposal due	April 30, 2020
Planning Pre-proposal due	July 1, 2020
Determination of available funding	September 2020
Full Applications due	August 28, 2020
Project Awards	December 2020

Contact for Questions

Department of Conservation
Division of Land Resource Protection
Virginia Jameson, Program Manager
salcp@conservation.ca.gov
(916) 324-0868

Section 1: Sustainable Agricultural Lands Conservation Program Introduction and Summary

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Program Components

These **Guidelines** cover the following investment types:

- **Agricultural Conservation Acquisitions**— Grants to protect important agricultural lands under threat of conversion to nonagricultural uses through the acquisition of voluntary, permanent agricultural conservation easements (easements) or fee title purchases.
- **Agricultural Conservation Planning**— Grants to develop and implement plans for the protection of agricultural lands at risk of conversion to non-agricultural uses.

SALC Goals and Objectives

The principal goals of SALC are to:

- Protect agricultural lands to support infill and compact development¹
- Further the purposes of [AB 32](#) by avoiding increases in the greenhouse gas emissions associated with the conversion of agricultural land to nonagricultural uses.

These Guidelines prioritize projects that:

- Demonstrate the greatest potential to protect lands most at risk of conversion to residential or urban development,
- Avoid GHG emissions,
- Promote agricultural sustainability,
- Support land use planning processes consistent with the goals of AHSC,
- Support or improve public health, and
- Provide multiple co-benefits.

Funding

SALC will award an amount equal to ten percent (10%) of the auction proceeds available from the twenty percent (20%) continuously appropriated to the Strategic Growth Council for the AHSC from GGRF each fiscal year. SALC administration costs will be deducted from the available funding prior to project award. The actual funding amount available each fiscal year will not be determined until after the fourth auction for that fiscal year.

Funding should leverage private and other government investment to the maximum extent possible. To the maximum extent feasible, SALC will work with other administering agencies to provide multiple benefits and to maximize the benefits from each program. This coordination may include sharing information about a project or applicant.

SALC will coordinate with local, state, and federal programs to avoid duplicative funding for projects.

SALC funds not awarded or identified for award to alternate projects under one solicitation may be made available in the subsequent solicitation. Additional funding for SALC projects may be available from previously funded projects that withdraw or come in under budget.

¹ [Public Resources Code Section 75210](#)

Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Funds not awarded for fee title acquisition pilot projects may be awarded to fund easement acquisitions or planning grants. Up to five percent (5%) of the available funding may be reserved for Planning grants. Planning grants have a maximum grant award of \$250,000. There is no maximum award for Acquisition grants. Funds not awarded under the Planning component may be used to increase available funding for the Acquisition component.

GHG Quantification and Jobs Reporting

The California Air Resources Board (CARB) adopts [Funding Guidelines for Agencies that Administer California Climate Investments](#) (CARB's Funding Guidelines) to ensure that all programs that receive California Climate Investments dollars distribute those dollars in accordance with applicable law.

Greenhouse Gas Emissions

Per CARB's Funding Guidelines, all California Climate Investments programs must facilitate the achievement of greenhouse gas emission reductions. SALC measures avoided greenhouse gas emissions based on the estimated vehicle miles traveled avoided by protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified and reported for funded easement projects in accordance with a [CARB-approved quantification methodology](#).

Jobs

To the extent feasible, all California Climate Investments programs must foster job creation by selecting and supporting projects carried out by California workers and businesses. For all projects, applicants will be required to report the potential employment benefits associated with their project should they be awarded funding. These benefits must be estimated using the [jobs co-benefit assessment methodology](#) developed by CARB. For projects where the total project cost exceeds \$1 million, grantees will be required to report on the employment outcomes of their projects when the acquisition closes.

As needed, SALC program staff will work with CARB to develop or update project outcome reporting requirements when appropriate.

Co-benefits

Pursuant to AB 1532, GGRF monies shall be used to facilitate reductions of greenhouse gas emissions and, where applicable and to the extent feasible, to maximize environmental, economic, and public health benefits for California. Such benefits are known as co-benefits. Co-benefits associated with SALC projects may include:

Environmental Benefits

- Protection of land of special environmental significance
- Protection of watershed health
- Protection of source water
- Protection of ecosystem services (e.g., wildlife habitat and corridors, pollination, and natural food web adaptation)
- Protection of open space and viewsheds
- Potential for additional carbon sequestration via conservation management practices
- Potential for groundwater recharge
- Reduction in the potential of catastrophic wildfire
- Improvements to air quality

Economic Benefits

- Retention of local jobs and agricultural revenue
- Retention of entrepreneurial opportunities
- Avoidance of spending on municipal services for dispersed development

Public Health Benefits

- Contributions to the preservation of food security
- Access to affordable, nutritious foods
- Potential reductions in food waste
- Cultivation practices that reduce negative public health impacts
- Potential reduction in the risk of wildfire-related air quality issues

Additional Benefits

- Access to cultural resources provided in collaboration with one or more Native American tribes
- Educational opportunities for students or new farmers

Statutory Authority

Public Resources Code sections [75127](#) and [75128](#) direct the Strategic Growth Council to manage and award financial assistance to support the planning and development of communities that achieve sustainability objectives. Public Resources Code Section [75126\(b\)](#) states that these funded activities must be consistent with the California's planning priorities specified in [Government Code Section 65041.1](#) ("California's Planning Priorities"). Public Resources Code, Section [75125](#) states that the Strategic Growth Council shall develop guidelines for awarding financial assistance, including criteria for eligibility and additional considerations.

[AB 32](#) (Chapter 488, Statutes of 2006) and related amendments identify climate change as a serious threat to the economic well-being, public health, natural resources, and environment of California and established the GGRF. Health and Safety Code Section [39719\(b\)\(1\)\(C\)](#) apportions the Strategic Growth Council twenty percent (20%) of GGRF auction proceeds on an annual basis. Health and Safety Code [Section 39712\(b\)](#) requires that GGRF monies be used to reduce GHG emissions consistent with the purposes of AB 32.

Public Resources Code Section [75212](#) lists the types of projects eligible for funding under the AHSC. Specifically:

- Section 75212(h) authorizes the Strategic Growth Council to invest in the "acquisition of easements and other approaches or tools that protect agricultural lands that are under pressure of being converted to nonagricultural uses, particularly those adjacent to areas most at risk of urban and suburban sprawl or those of special environmental significance."
- Section 75212(i) authorizes the Strategic Growth Council to invest in projects for "planning to support implementation of a sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development."

SALC was developed as a component of AHSC to administer projects eligible for GGRF funds pursuant to these sections.

SALC was identified by the Strategic Growth Council as most appropriately administered by the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency). The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

The Department's authority for agricultural land protection derives from various sections of statute:

- Public Resources Code Sections 10200-10277, the California Farmland Conservancy Program
- Public Resources Code Sections 10280-10283, Agricultural Protection Planning Grant Program
- Government Code Section 65570, the Farmland Mapping and Monitoring Program
- Government Code Sections 51200-51294.7, the Williamson Act
- Public Resources Code Division 9, governing Resource Conservation Districts

Priority Population Benefits

[Health and Safety Code section 37913](#) directs state and local agencies to make significant investments that improve California's most vulnerable communities. The statute requires that the GGRF investment plan governing all California Climate Investments programs allocate funding to benefit residents of disadvantaged communities, low-income communities, and low-income households² (priority populations) as follows:

- A minimum of twenty-five percent (25%) of available GGRF monies to projects that are located within and benefit individuals living in disadvantaged communities;
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households or to projects that are located within and benefit individuals living in low-income communities located anywhere in the state; and,
- A minimum five percent (5%) of available GGRF monies to projects that benefit low-income households located within a ½ mile of a disadvantaged community or to projects that are located within and provide benefits to individuals living within low-income communities located within a ½ mile of a disadvantaged community.

[Public Resources Code section 75214](#) establishes a target of expending fifty percent (50%) of overall AHSC funds on projects located in and benefit disadvantaged communities to meet these GGRF goals. Funding allocated by the SALC to priority populations is counted toward this AHSC target.

² Health and Safety Code Section 39711 defines "disadvantaged communities" and Health and Safety Code Section 39713 defines "low-income communities" and "low-income households."

To benefit priority populations a project must meet all the following requirements:

- Fifty percent (50%) or more of the project must be located within:
 - A disadvantaged community census tract, as designated by CalEPA;
 - A low-income community census tract, as defined in HSC 39713; or,
 - A half-mile of a disadvantaged community and within a low-income community census tract;
- The project must address an important community or household need; and,
- The project must provide direct, meaningful, and assured benefits to a priority population.

A mapping tool to determine whether a project location is within a priority population census tract is available on [CARB's Community Investments webpage](#).

Applicants interested in having their proposal considered for priority population benefits must complete the Priority Population Benefits Checklist and provide supporting documentation in their application. Please check www.arb.ca.gov/cci-resources for any updates to the priority population benefit criteria tables. These materials will be evaluated in detail to determine if the benefits provided rise to a level that can be claimed to meet the AB 1550 requirements. Information provided to support a priority population benefits claim will be reviewed by the SALC Interagency Committee, with final concurrence determined by CARB.

- Planning grant applications found to benefit priority populations will receive five additional points.
- Acquisition applications where at least 50% of the property is within a priority population area will receive 5 additional points toward its score.
- Acquisition applicants that benefit priority populations will receive an additional five points on their application and may receive one hundred percent funding for eligible costs.

Grant Application

The application processes for Acquisition and Planning grants are detailed in [Sections 2](#) and [3](#) of these Guidelines, respectively. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadlines specified in the most current solicitation.

SALC forms and sample documents are available in the Addenda and individually on the [SALC website](#).

A summary of each project application, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines the final awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision following the meeting at which the awards are announced.

Publicity and Confidentiality

Acquisition applicants are encouraged to inform landowners and other partners that grant applications may result in publicity.

Because public funds are used to secure acquisitions and fund planning grants, details related to an application are public records that may be publicly released in accordance with the California Public Records Act.

Grantees are required to use SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the grant. Guidance on logo usage, signage, and logo files contained in the Style Guide are available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

Long Form Materials

Long-form written materials, such as reports, must include the following standard language about the SALC Program and the California Climate Investments:

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change.

SALC is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop

innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

Press Releases, Flyers and Visual Materials

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., should include the following:

Long version:

“[Project Name] is supported by California Strategic Growth Council’s Sustainable Agricultural Lands Conservation program with funds from California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.”

Short version:

“[Project Name] is supported by California Strategic Growth Council’s Sustainable Agricultural Lands Conservation program with funds from California Climate Investments—Cap-and-Trade Dollars at Work.”

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging CCI and SGC support is not practical, grantees should instead include the official logos of both SGC and CCI, preceded by the words “Funded by.” Any informational materials that include at least a paragraph of text should include the CCI language below. Please contact the SALC staff with questions.

MEDIA INQUIRIES

Grantees are required to identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. Grantees must also distribute a press release after grant decisions are made at SGC’s Public Council Meeting and are encouraged to do so for other major milestones throughout

the lifecycle of the grant. All press releases must be approved by SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

Nondiscrimination Policy

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

Section 2: Agricultural Conservation Acquisition Grants

Under the [Cap-and-Trade Auction Proceeds Third Investment Plan](#), California aims to invest California Climate Investment dollars in the conservation of working lands in order to facilitate net climate benefits and long term carbon sequestration in the land base.

Preventing the conversion of agricultural land to residential or rural residential development avoids vehicle miles traveled and related greenhouse gas emissions.

A complete list of all the Eligibility Criteria for acquisition projects is listed within the “Eligibility and Selection Criteria for Agricultural Conservation Acquisitions” section.

Applications that do not meet all the Eligibility Criteria will not be considered for funding.

Eligible Applicants

Cities, counties, nonprofit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and California Native American tribes, as identified in Civil Code Section 815.3, are eligible to apply for funding.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or intended conservation buyer or (2) multiple entities that are collaborating on the acquisition, one of which must be identified as the intended easement holder or intended conservation buyer. The easement holder/conservation buyer must have the conservation of agriculture, rangeland, or farmland among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies. The applicant and co-applicant cannot already have an interest in the property.

Nonprofit applicants that intend to be the easement or fee title holder of the acquired property must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement, as relevant, prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

Eligible applicants are not limited in the number of project applications they may submit.

Eligible Projects

Agricultural conservation acquisition grants will be provided to fund the purchase of conservation easements or fee title to agricultural land.

Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

- The restriction is consistent with the property's continuing agricultural use, and
- Agricultural use of the property is not substantially impaired.

Example 1: Restriction permitted

A restriction on conversion of rangeland to vineyards would be permitted because the restriction 1) is consistent with the property's current and reasonably foreseeable future commercial agricultural use and 2) permits continued use as rangeland.

Example 2: Restriction permitted

A restriction that prohibits cattle from accessing sensitive riparian areas containing threatened species so long as alternative water sources are available onsite would be permitted. Such restriction does not 1) interfere with the continuing agricultural use as cattle can drink from the alternative water source and 2) the restriction does not substantially impair agricultural use on the property but only a small portion of the property.

Example 3: Restriction not permitted

A restriction on pasture land that would allow only one llama, a family pet, to be grazed with imported llama feed would not be permitted as such a restriction 1) is not consistent with the property's continuing agricultural use as pasture and 2) substantially limits the agricultural use.

Eligible Costs

Only direct costs incurred to acquire the easement or fee title to the property during the grant term specified in the Grant Agreement are eligible for payment under this program.

Easement Acquisition Cost

Competitive grants will be awarded to cover up to seventy-five percent (75%) of the value of the agricultural conservation easement.

Fee Acquisition Cost

Pilot projects for fee title acquisitions may be awarded to assess the feasibility of these acquisitions. Up to three fee acquisitions and not more than twenty five percent (25%) of available funding is available for fee acquisition pilot projects. Competitive grants may be awarded to cover up to seventy-five (75%) of the agricultural conservation easement value of the property's fair market value. For example, if the property's fair market value is \$1,000,000, and its easement value is 50% of the fair market value (\$500,000), SALC would contribute a maximum of \$375,000 (or 75% of \$500,000) toward the purchase of the property.

Associated Costs

All projects approved for funding are eligible to receive up to \$50,000—in addition to the funding toward the acquisition discussed above—to cover reasonable associated costs incurred to acquire the real property interest.

The Strategic Growth Council will allocate \$50,000 in associated costs funding for each awarded project, unless applicants specify a lower amount in their application. The Strategic Growth Council may increase a project's associated cost allocation if it determines such costs are commensurate with the work needed to complete the project. Applicants may be required to provide a detailed budget for the project, should the project be awarded funding.

All eligible costs must be supported by appropriate documentation during the invoicing process.

Eligible Associated Costs	Ineligible Associated Costs
<ul style="list-style-type: none"> ○ Fully-burdened applicant staff time for: <ul style="list-style-type: none"> ● deed negotiations ● title work ● project mapping ● appraisal review and coordination ● SALC-required reporting ○ Technical and legal consulting ○ Appraisal ○ Preliminary title report ○ Baseline conditions report ○ Escrow fees ○ Title insurance fees ○ Property boundary survey(s) ○ Building Envelope survey(s) ○ Environmental site assessment(s) ○ Mineral remoteness evaluation(s) ○ Tribal consultation(s) ○ Management Plan 	<ul style="list-style-type: none"> ○ Costs incurred outside the grant term ○ Indirect or overhead costs ○ Travel ○ Ceremonial expenses ○ Expenses for publicity ○ Bonus payments of any kind ○ Interest expenses ○ Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise ○ Services, materials, or equipment obtained under any other State program ○ Real estate brokerage fees and/or expenses ○ Stewardship or legal defense funds ○ CEQA documentation ○ Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Adaptive Management Plans

All projects awarded funding are eligible to receive up to \$10,000, in addition to the funding toward the acquisition and associated costs discussed above, to develop an adaptive management plan for the property.

The adaptive management plan must:

- Be incorporated by reference into the deed
- Prescribe sustainable practices for the protection of air, water, and soil resources on the property
- Be approved by the Department prior to close of escrow
- Be updated at least every ten (10) years

Minimum management plan contents are set forth in [Appendix J](#).

Match

Applicants must identify all existing or potential match funders in their pre-proposals and applications. Applicants cannot utilize other Department-administered program funding as match toward the purchase price of the property interest.

CARB encourages all agencies that administer California Climate Investments programs to coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits. To aid SALC's efforts to coordinate investments and leverage funds as recommended by CARB, applicants pursuing project funding through other California Climate Investments programs should indicate which programs they are applying to, and whether such applications are for funding in lieu of or as match to SALC funding, in their application.

Initial Screening--Pre-proposals

Because the acquisition grant application process entails a significant amount of work, applicants are required to submit a pre-proposal to the Department prior to applying.

A pre-proposal consists of a structured summary of the proposed acquisition project, preliminary title report(s) less than twelve months old, as well as maps of the project boundaries, location, and proposed or existing building envelopes. Applicants are highly encouraged to submit a plotted easements map with their title report to facilitate the Department's title review. The pre-proposal worksheet is available in [Appendix B](#).

Department grant managers will utilize pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria; identifying what, if any additional information will be needed in the full application; and ascertaining whether the project has title complexities or other issues.

Eligibility and Selection Criteria for Agricultural Conservation Acquisitions

The Eligibility Criteria are informed by the GHG reduction requirement associated with use of Greenhouse Gas Reduction Funds, [Civil Code section 815 et seq.](#) (Conservation Easements), and the Department's California Farmland Conservancy Program. The information submitted in the application package should demonstrate how effectively the proposal will meet the SALC goals and objectives, criteria, and readiness requirements.

Projects must meet all Eligibility Criteria to be considered for funding.

Eligibility Criteria

1. The application is for an Eligible Project.
2. The applicant(s) is/are an Eligible Applicant.
3. The applicant(s) agree(s) to all Conditions of Funding.
4. The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property.
5. The property has no known agricultural constraints (e.g., due to soil or water contamination).
6. Protection of the property will support infill and compact development.
7. The proposal will support the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
8. The project is consistent with [California's Planning Priorities](#)
9. The property is in an area with the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production.
10. The property is expected to continue to be used for, and is large enough to sustain, commercial agricultural production.
11. The project demonstrates that it will achieve a reduction in GHG emissions using [CARB's Quantification Methodology for Agricultural Lands Conservation](#).
12. The property is at risk of conversion to non-agricultural uses as determined using at least one of the risk options.

For local government applicants only: The local government applicant has not acquired, nor proposes to acquire, the interest in real property through the use of eminent domain, unless requested by the owner of the land.

Projects that meet all the Eligibility Criteria will then be evaluated based on readiness and the extent to which they address the program's Selection Criteria. Projects that receive an A or B Readiness Ranking will be ranked against one another based on their Selection Criteria score. Projects with Readiness Ranking C may be evaluated if funding allows. Projects with Readiness Ranking D will not be funded through SALC in the current round and will not be further evaluated.

Acquisition Readiness Ranking	
A	Project ready (match funding for easement acquisition secured, if applicable; no title concerns, or defined plan to address title concerns prior to close of escrow that is acceptable to Department; project structure clearly defined; and reserved rights clearly defined).
B	Project feasible but requires resolution of specific issues (match funding identified or applied for but not secured; plan to address title concerns does not appear sufficient to address those concern(s), plan is not specific, or plan is unlikely to resolve concerns prior to close of escrow because it involves either litigation or an agreement by a third-party; inconsistencies in project structure; or inconsistencies in reserved rights).
C	Larger potential issue/resolution concerns (no match identified; no plan to address title concerns has been identified; project structure unclear; or reserved rights unclear).
D	Project not ready.

The following table outlines the Selection Criteria by which eligible projects ranked A, B, or C will be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criteria on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Selection Criteria	Maximum Points
Risk of Conversion/Greenhouse Gases Avoided	
The project avoids a greater number of GHG emissions per acre relative to the other projects within the pool of applications evaluated this round.	/5
The property is located within 2 miles of a city sphere of influence for a city with a population greater than 5,000, or within 2 miles of a census designated place (CDP) with a population greater than 5,000.	/25
The conserved property would act as or add to a community separator between two communities or a green-belt along the edge of a single community.	/10
The property is identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy.	/10

Agricultural Use	
The property is likely to support long-term, robust, economically viable, commercial agricultural production. The property provides local or regional food systems benefits.	/15
The property has adequate water availability and water quality for agricultural purposes.	/10
The property incorporates or is in the process of incorporating on-farm conservation management practices that build soil health for soil carbon sequestration or decrease GHG emissions.	/10
The property incorporates or is in the process of incorporating on-farm land management practices that improve water use efficiency, conservation, and reduction; increase use of recycled water; support groundwater recharge; or reduce reliance on groundwater.	/10
The project includes development and implementation of a SALC funded management plan.	/5
Environmental Co-Benefits	
The property provides environmental conservation values or co-benefits in addition to those specified below.	/5
The property is in strategic proximity to other permanently protected lands (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection).	/5
The property is identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan.	/5
Economic and Fiscal Co-Benefits	
The property provides economic co-benefits .	/5
Public Health Co-Benefits	
The property provides public health co-benefits .	/5
Other Co-Benefits	
The acquisition will provide access to cultural resources and will be completed in collaboration with one or more Native American tribes.	/5
The property will support a farm incubator or other new farmer training program.	/5
The property provides other co-benefits .	/5
Priority Populations	
At least 50% of the property is located within a priority population area.	/5
The property provides priority population benefits.	/5
Applicant Capacity	
The applicant has the technical and fiscal capacity to secure and steward the acquired interest, as evidenced by accreditation by the Land Trust Accreditation Commission.	/5
Total points received/Total points possible	/155

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, avoided vehicle miles traveled, geographic distribution of funds, the urgency of the project, the Strategic Growth Council's priorities, and the applicant's past performance in completing SALC grants or Department administered grants. Alternate projects may be identified for funding by the Strategic Growth Council in the current round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill an applicant's request.

Application Review

Applications for acquisition grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allow. Additional application cycles will be announced on the Department's and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Department staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying. Pre-proposal forms are available as [Appendix B](#). Application forms are available as [Appendix C](#).

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Department staff may also review publicly available information as reasonable to verify the provided information. Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Applications will be reviewed for completeness, readiness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria and address program priorities. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the SGC.

Department staff will perform a site visit of each proposed project to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the pre-proposal or application review. Applicants will be asked to arrange a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

Application Requirements

This section provides additional information regarding the components of the Application.

Agricultural Conservation Acquisition Applications <i>(All components are required unless otherwise noted)</i>	
<ul style="list-style-type: none"> ○ Grant Application Cover Sheet ○ Executive Summary (1-page maximum) ○ Acquisition Summary Sheet ○ Risk of Conversion Summary Sheet and Supporting Evidence ○ Certification of Acceptance of Conditions of Funding ○ Detailed Characteristics of the Project ○ Applicant Resolution of Support ○ Letter to Planning Director ○ Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps ○ Applicant-Landowner Letter of Intent 	<ul style="list-style-type: none"> ○ Appraisal or Support for Estimated Easement Value ○ Project Geographic Area Map(s) ○ Building Envelope Map ○ Documentation of Organizational Capacity* ○ Documentation of Organizational Eligibility* (documents differ for nonprofit and governmental applicants) ○ Priority Population Benefits Checklist and supporting documentation <i>(only required if applying for priority population status)</i>

*Applicant may certify that the most current versions of the starred documents are on file with the Department in lieu of submitting the documents themselves.

Applicants are required to notify the local government's planning director about the application. For all applications received, SALC will independently notify the local government's planning director. SALC will also notify the regional transportation planning agency responsible for the applicable sustainable communities strategy or regional transportation plan if a sustainable communities strategy is not required by law. These parties will have 30 days to provide comments regarding the application. SALC will make reasonable efforts to address concerns raised by these parties and may consider feedback in evaluating the application.

For applications where the intended holder of the real property interest is not the applicant, the applicant must provide the following from the intended holder of the real property interest in the application:

- Certification of Acceptance of Conditions of Funding
- Resolution of Support
- Documentation of Organizational Capacity
- Documentation of Organizational Eligibility

The intended holder of the real property interest may certify that the most current versions of the relevant documents are on file with the Department in lieu of submitting the documents themselves.

Application materials can be found in [Appendix C](#).

General Information Regarding Agricultural Conservation Acquisition Requirements

Conditions of Funding

To receive funding from the SALC, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Failure to accept these conditions will result in denial of funding. Failure to adhere to these conditions throughout the grant term will result in loss of funding.

SALC's conditions of funding for **easement** acquisitions are as follows:

- [Clean title](#) to the agricultural conservation easement can be conveyed at close of escrow.
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan.
- Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.
- For projects where the property includes forest lands, the project will comply with [Civil Code Section 815.11](#).

- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The easement acquisition can be completed within 2 years of grant agreement effective date.

SALC's conditions of funding for **fee** acquisitions are as follows:

- Clean title to the property can be conveyed at close of escrow.
- The title to the property will be encumbered in perpetuity with the following covenants that run with the land:
 - The property must actively be used for agricultural uses,
 - Prohibits permanent severance of water rights from the fee,
 - Restricts development potential on the property consistent with an agricultural conservation easement,
 - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region,
 - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow,
 - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property, and
 - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator. The property must be leased within a commercially reasonable time after purchasing the property. If the applicant intends to sell the property, it must be sold within 3 years of purchase.

- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan.
- Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

Property Restrictions

Deed Language

SALC staff developed deed language to address important terms and conditions that should be contained within each SALC-funded acquisition deed. Applicants are encouraged to review this language and discuss it with landowners and appraisers early in the process. Grantees will be required to obtain Department approval of the deed prior to disbursement of the acquisition funding. This language may be updated periodically and is available on the [Department website](#) or upon request.

Property Valuation

Appraisals

A current appraisal will be required to determine the fair market value of the property interest to be acquired, which will be used to determine the state's contribution to the acquisition.

All appraisals are subject to review and approval by the Department and the California Department of General Services Real Property Services Section (DGS).

The grant will only fund the appraisal that establishes the acquisition value used to complete the transaction. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the grantee requests Department reimbursement of associated costs in the grant application. In no situation shall the purchase price be greater than the appraised fair market value of the interest to be acquired.

The appraisal should be submitted prior to close of escrow, and with sufficient time for Department and DGS review.

If the project is approved, funding is available, and the appraisal contains a value that is higher than the estimate provided in the application, then, upon request by the grantee, awards may be increased:

- Up to five percent (5%) without further action by the Strategic Growth Council; or
- Up to fifteen percent (15%) with formal action by and at the discretion of the Strategic Growth Council.

In no case shall the SALC contribution to the purchase price exceed seventy-five percent (75%) of the appraised easement value, except if the project met the requirements for reduced match at the time of award. Funding for any such increases in award amounts will be allocated either from existing non-allocated funds or from future allocations. Any projects that receive award augmentations from future allocations will not be required to participate in any additional competitive solicitation processes. Any additional increase in valuation above fifteen percent (15%) will need to be covered by a landowner bargain sale (donation) or by other match funders.

Any savings that result from an appraised value that is lower than the applicant's estimated value may be apportioned to the participating funders to preserve the match.

The applicant must select and retain an independent, certified appraiser to appraise the project property. For both easement and fee purchases, the appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled *Overview and Preparation of Agricultural Conservation Easement Appraisals*, which is available on the Department website.

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses associated with the proposed acquisition with the landowner and appraiser early in the appraisal process. Applicants should advise appraisers and landowners that appraisals are public records under the California Public Records Act of 1968 (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with §6250). Major considerations such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (12 months or more) transpires between the effective date of the appraisal and the anticipated escrow closing date, applicants may be required to obtain a new appraisal.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the timing and requirements of the easement appraisal are critical. See a tax attorney or accountant for more information – the Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits. A “special use valuation” and qualified IRS deduction may affect the easement valuation.

Title Considerations

Due Diligence

Clean title is required to protect the state's investment. For the purposes of SALC, clean title refers to an absence of deeds, easements, leases, or other encumbrances that have the potential to undermine the state's investment. Such encumbrances must be resolved prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts SALC's goals and objectives.

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. If the applicant submits a full application, a plan to address each title issue should be included in the application. The information within this plan will affect the project's Readiness Ranking. Encumbrances for utility, road, or neighbor rights-of-way are examples of title issues that do not prohibit the conveyance of clean title under SALC.

Disbursement of funds into escrow for the purchase of an easement or fee interest in the property is contingent upon the Department's determination that identified title concerns have been resolved.

For properties where the surface owner does not have control over at least 51% of the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.
2. Quiet title action(s) to restrict surface access to mineral rights within the proposed property boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to remove the separated mineral interests from title.
3. Subordination, surface use agreements, or remerger of the separated mineral interests to title.
4. Deed language that restricts surface access to the mineral rights within the proposed property boundary, or to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, to the extent allowable by law.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

Mortgage and Lien Subordination

As part of the acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the deed or payed off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices.

Additional Requirements and Considerations

Single Family Residences, Secondary Dwelling Units, and Farm Worker Housing

Each single-family residence reserved in the deed will be limited to a maximum living area that is consistent with grantee's policies, local building codes, and

the surrounding neighborhood. The residence must not significantly impair the conservation purpose of the deed.

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

Other reserved rights

Other reserved rights listed here are subject to review and approval by the Department. All other reserved rights must be identified in the application.

Stewardship Fund

Costs related to the acquisition include funds dedicated solely for the long-term stewardship of the encumbered property. For agricultural conservation easements, stewardship typically includes annual monitoring and evaluation of easement threats. A portion of these funds is typically provided by the landowner. SALC funds cannot be used toward stewardship costs.

Within the Grant Agreement, grantees will certify their ability to effectively manage and account for stewardship funds, whether pooled for all acquisitions or held in separate accounts for individual acquisitions funded through the Grant Agreement.

Annual Reporting and Monitoring

Regular monitoring of and reporting on interests acquired with SALC funds is necessary to ensure compliance with the terms of the deed. Beginning the year after the deed is recorded, the Department requires an annual report from the interest holder certifying that the conditions of the deed are being upheld. For fee acquisitions, the report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property.

For fee acquisitions, SALC staff must be allowed access to the property for the purposes of monitoring and verifying compliance with the terms of the deed at least once every twelve months.

Section 3: Agricultural Conservation Planning Grants

Planning grants provide funds to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses, maintaining the economic viability of the region's agricultural lands, and developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products. This component of SALC incentivizes local and regional governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces or avoids greenhouse gas emissions, supports job creation, and benefits priority populations.

Funding is limited to the eligible applicants and projects discussed below.

Projects, Eligible Applicants, and Allowable Costs

Projects

Planning grants assist the development of innovative, consensus-based plans that establish comprehensive goals, policies and objectives such as:

- Identifying priority land for conservation;
- Maintaining the economic viability of the region's agricultural industry;
- Developing the required elements set forth in Government Code;
- Developing the economic viability of regional food systems and infrastructure to support the production, aggregation, processing and distribution of agricultural products;
- Protecting the agricultural land base from conversion nonagricultural uses;
- Avoiding greenhouse gas emissions; and,
- Supporting implementation of sustainable communities strategy, including implementation of local plans supporting greenhouse gas emissions reduction efforts and promoting infill and compact development.

Plans may address unique regional threats to agricultural land and regional food systems, such as groundwater availability, catastrophic wildfire, agricultural economic viability and infrastructure for production, processing and distribution of agricultural products, how rural and urban areas interface with each other, how land use policies impact each region, and how co-benefits (e.g., habitat, groundwater recharge) can be enhanced.

Work plans should include:

- Community consensus building activities to develop a mitigation strategy for agricultural land when converted to other land uses, including providing general education and outreach about agricultural land conservation; and,
- Stakeholder meetings to support proposed project.

SALC encourages grantees and stakeholders to include impacted Native American tribes in developing and implementing Planning projects.

Eligible Applicants

Counties, cities, local area formation commissions (LAFCos), councils of government, municipal planning organizations, regional transportation planning agencies, groundwater management agencies, and special districts with land use or transportation planning authority are eligible to apply. SALC strongly encourages submission of applications that demonstrate a commitment to meaningful, actionable collaboration with stakeholders from multiple organizations (e.g., neighboring counties, cities, local area formation commissions, agricultural organizations, land trusts, open space districts, community-based organizations, and others). While there is no minimum number of partners that can be included in a proposal, priority scoring will be given to those applicants that are able to demonstrate strong and diverse partnerships.

Allowable Costs and Match Funding

Planning grants will reimburse grantees and participating stakeholders for all direct costs, including fully-burdened staff costs, incurred during the grant performance period and related to the project. All eligible costs must be supported by appropriate documentation. Costs incurred outside of the performance period, indirect/overhead costs, travel, food or beverages, and costs for CEQA document preparation are not eligible for reimbursement.

The application must include a minimum ten percent (10%) match funding. At least five percent (5%) of the requested grant amount must be a cash match; the balance may be in-kind. Match funds may be provided directly by the applicant or from other funding sources (e.g., other grant funds, local government contributions, or donations). Applicants cannot utilize another Department-administered program funding as match toward the grant.

Eligibility and Selection Criteria

The Eligibility and Selection Criteria focus on actionable policies and implementation mechanisms to conserve land locally-determined to be strategic and under threat of conversion to other land uses. Project readiness, stakeholder collaboration, and leverage of existing conservation efforts are all important considerations in the review process.

Applications must meet all the Eligibility Criteria to be considered for funding.

Below are the Eligibility and Selection Criteria upon which each proposal will be evaluated.

Eligibility Criteria
<ol style="list-style-type: none">1. The proposal is from an eligible applicant.2. The proposal is consistent with SALC's goals.3. The proposal contains clearly stated and reportable objectives, measures of progress, and deliverables.4. The proposal will avoid greenhouse gas emissions.5. The proposal supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.6. The proposal demonstrates consistency with California's Planning Priorities.

Ineligible applications will not be scored and include applications that:

- Do not meet the goals of SALC or present an Eligible Project;
- Are not from an Eligible Applicant;
- Do not contain adequate documentation and required application materials, including a work plan, objectives, and deliverables;
- Are not received, in full, by the application deadline.

Applications that meet all the Eligibility Criteria will then be scored using the Selection Criteria and ranked based on their score. Applications will be awarded points for each Selection Criterion on a sliding scale from zero to the number listed in the Selection Criteria table. All information submitted in the application package will be used by reviewers to evaluate the proposal and should demonstrate how effectively the proposal meets SALC goals and objectives.

Selection Criteria	Maximum Points
<p><u>Project Need</u> The proposal documents the threat of agricultural land conversion, the need to develop a plan to address the threat, how the proposed project will address the conversion risk, and any potential barriers to implementation. Points will be awarded based on the specificity with which the proposal identifies the types of data that will be used to evaluate agricultural resources, the local policies and ordinances it seeks to align, and the methods that will be used to resolve compatibility issues between these policies and ordinances, if any.</p>	35
<p><u>Co-Benefits</u> The proposal documents economic, environmental, public health, or other co-benefits.</p>	25
<p><u>Proposal Evidences Collaboration</u> The proposal provides evidence of durable collaboration among stakeholders.</p>	20
<p><u>Planning Integration</u> The project complements other efforts in the Project geographic area, including comprehensive planning efforts and agricultural land use policies. The proposal documents how the project will leverage other permanently protected lands to promote location and resource-efficient development.</p>	10
<p><u>Priority population benefits</u> The proposal benefits a priority population.</p>	10
Total possible points	100

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Strategic Growth Council may also consider factors including AHSC's goals and objectives, geographic distribution of funds, the urgency of the project, and the Strategic Growth Council's priorities. Alternate projects may be identified and recommended for approval by the Strategic Growth Council in the current round of funding if funding becomes available. The Strategic Growth Council may award grants that partially fulfill the applicants request.

Application Review and Award Process

Applications for planning grants will be reviewed at least once per year, with the opportunity for additional cycles as funding and staff capacity allows.

Additional application cycles will be announced on the Department and Strategic Growth Council's websites at least 60 days in advance of the pre-proposal deadline.

Applicants are encouraged to submit a pre-proposal to the Department for a preliminary review of the proposed project prior to submission of a full application. Pre-proposals are reviewed, and technical assistance is provided to facilitate the development of the application as needed. Pre-proposal forms are in [Appendix D](#).

Application forms are available as [Appendix F](#). Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and, if the Eligibility Criteria are met, the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Following the Department's initial review of the projects in relation to the Eligibility Criteria, Selection Criteria, and Readiness Rankings, an Interagency Committee that includes Strategic Growth Council staff will review and evaluate all applications. This committee will make the final determination on which projects are recommended to the Strategic Growth Council for funding or as alternates.

A summary of each proposal, the California Climate Investments funding request, and priority population benefits status will be posted at least ten days before the Strategic Growth Council makes project awards. The Strategic Growth Council determines final project awards and will announce these awards at a public meeting. Applicants will be notified in writing of the Strategic Growth Council's decision by the Department upon award following the meeting at which the awards are announced.

Application Requirements

This section provides additional information regarding the components of the Application.

Sustainable Agricultural Lands Conservation Planning Grants

(All components are required unless otherwise noted)

- Grant Application Cover Sheet
- Executive Summary
- Application Questions Responses
- Work Plan
- Budget
- Supporting Documents
- Priority Population Benefits Checklist and supporting documentation (only required if applying for priority population status)

Section 4: Post-Council Meeting and Grant Administration

This section of the Guidelines applies to all SALC projects.

Strategic Growth Council Approved Projects

All projects awarded by the Strategic Growth Council will only receive funding disbursements if the conditions of funding identified in these Guidelines and any additional conditions identified in the staff report, award letter, and grant agreement are satisfied. The State will not pay for projects that are not completed, although the state may reimburse costs incurred up to the point that the project withdraws, at the Strategic Growth Council's discretion. The Strategic Growth Council reserves the right to recover funds expended for projects that are not completed, at its sole discretion.

Overview of the Process After Grants Are Awarded

Steps in Executing the Grant Agreement

1. The Department notifies applicant of award, detailing additional conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a duration of two years. The acquisition grant agreement is attached as [Appendix F](#). The planning grant agreement is attached as [Appendix G](#). With written justification from the applicant and at the discretion of the Strategic Growth Council, the duration of a grant agreement may be extended by up to an additional year.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Strategic Growth Council award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

Steps Upon Signature of the Grant Agreement

1. Grantee commences work.
2. Grantee may submit invoices no more than monthly, beginning sixty (60) days after execution of the grant agreement.
3. Grantee submits progress reports as required by the grant agreement. The Department submits project profiles³ to CARB for use in CARB's annual report to the Legislature.
4. Grantee submits a final report upon completion of the grant agreement in order to receive its final payment. The State may withhold ten percent (10%) of Planning grant project costs and one hundred percent (100%) of remaining acquisition associated costs to ensure that final reports and documentation are received.
5. All acquisitions require post-project annual reports from the interest holder certifying that the conditions of the deed are being upheld.

Funding and Accounting

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the grantee. Only those eligible costs incurred during the grant term will be eligible for payment. All costs must be supported by invoices, purchase orders, canceled warrants/checks, or other approved documents. Additional justification of costs may be requested at the Department's discretion.

Organizational Considerations

Subcontractors and Purchasing

Grant recipients (grantees) may make use of their own staff and subcontractor(s). Grantees are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

³ Profile will include a unique identifier, project and description, project geographic area, budget information, project dates, estimated GHG benefits and any co-benefits, and if applicable, data on priority population benefits.

Workplace Certifications and Insurance

Pursuant to the requirements of [Government Code §8355](#), grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grantees shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)

The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a Grant Agreement within 6 months of project award.
- Grantee withdraws from the grant program.
- Grantee fails to adhere to the conditions of funding specified in these Guidelines.
- Grantee fails to complete the funded work within two years of project award.
- Grantee fails to complete work in a manner that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes scope of work without approval of the Department.
- Grantee changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

APPENDIX A – Risk Options

SALC must facilitate the achievement of greenhouse gas emissions avoided as described in CARB's 2018 Funding Guidelines. SALC measures greenhouse gas emissions avoided based on the estimated avoided vehicle miles traveled, soil disturbance caused by construction, and building energy use resulting from protecting agricultural land at risk of conversion and limiting opportunities for expansive, vehicle-dependent forms of development. These avoided emissions are quantified at the project level for funded acquisition projects.

Each acquisition project is required to demonstrate that the agricultural lands within the project's boundary will result in avoided greenhouse gas emissions. The risk options listed in this Appendix are used to determine whether a property is at risk of conversion and for the purposes of quantifying a project's avoided greenhouse gas emissions.

The risk options categorize the types and land use densities anticipated, should the proposed site be converted to more intense uses based on local conditions. The density type and project size are used to quantify the number of development rights that would be extinguished by completing the project, which are then used to calculate the anticipated GHG emissions that would be avoided by completing the project.

The Department will quantify the number of development rights to be extinguished based on data provided by applicants. Applicants are encouraged to contact the Department should they require assistance in understanding or documenting their project's risk option.

The following list describes those agricultural lands considered at risk for purposes of CARB's most recent Quantification Methodology for Agricultural Lands Conservation. In order to ensure that projects will result in GHG benefits, applicants must demonstrate that agricultural lands within the project boundary are at risk of conversion using one of the risk options listed below.

Residential Risk: Options to demonstrate risk of conversion for which residential zoning can be used to calculate the number of extinguished development rights:

1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years;
2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;

3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan;
4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan;
5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.

Rural Residential Risk: Options to demonstrate risk of conversion for which rural residential zoning can be used to calculate the number of extinguished development rights:

6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years;
7. Agricultural land between two and five miles from land developed or zoned for residential use with an average lot size of one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

APPENDIX B – Acquisition Grant Pre-proposal

Submittal Requirements

Submittal of a pre-proposal worksheet for prospective grant applications is mandatory to be eligible for SALC acquisition funding. Grant applications are due August 28, 2020 and will not be accepted unless a pre-proposal worksheet was received for the project by the April 30, 2020 deadline.

Pre-proposals will be reviewed, and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions.

Please submit this worksheet along with:

- Preliminary title report that is less than twelve months old, and
- Maps of the project boundaries and location of existing and/or reserved building envelopes.

Please submit the below for to the Department of Conservation via email to salcp@conservation.ca.gov.

Basic Information	
Project Title	
Location (County and Nearest City)	
Real property interest to be acquired	<input type="checkbox"/> Easement <input type="checkbox"/> Fee
Located within a <u>priority population</u>	<input type="checkbox"/> Y <input type="checkbox"/> N [Census tract number]
Priority Population Status	<input type="checkbox"/> Y <input type="checkbox"/> N [If yes, attach Priority Population Benefits Checklist]
Risk Option number	
Project Funding	
SALC Acquisition Request Amount	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Does all or a portion of the match come from another CCI program?	Y/N [If yes, indicate source(s) and amounts]
Estimated Fee Title or Easement Fair Market Value	\$
Associated Costs Request	[Up to \$50,000]
Management Plan Request	[Up to \$10,000]

Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	
Co-Applicant Information (if applicable)	
Co-Applicant	
Contact Person	
Phone Number	
Email Address	
Parcel Information	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements	
Restrictions on Agricultural Use?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program.	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Water and Mineral Rights	
Water Rights and Source(s)	
Third party mineral rights holder(s)?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:

Severed mineral rights?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Evidence of past mining?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Existing and Reserved Single-family Residences	
Number of single-family (SF) residences currently on the property	
Approximate size of each SF residence (square footage of living area)	
Number of additional SF residences to be reserved in easement (if any):	
Size restriction (sq. ft), if any, on reserved and/or existing SF residences	
Existing Farm Labor Residences	
Number of farm labor residential structures/units currently on property	
Approximate size of each farm labor residence (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
Additional Information	
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:
Will you utilize the Minimum Deed Terms?	<input type="checkbox"/> Y <input type="checkbox"/> N

Risk of Conversion Summary Sheet and Supporting Evidence

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options set forth in [Appendix A](#). Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property.

The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.
	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.

Preproposal questions

Please answer the following pre-proposal questions. Please limit responses to **five pages or less**.

More detailed information is required in the full grant application.

1. Confirm that the applicant is an Eligible Applicant as defined on Page 6 of the Guidelines.
2. Confirm that the applicant agrees to all the Conditions of Funding for the proposed project type.
3. Is the proposed acquisition part of a local government's condition placed upon the issuance of an entitlement for use of a specific property? If yes, please describe.
4. Does the property have any known agricultural constraints (e.g., due to soil or water contamination)? If so, please describe.
5. If the applicant intends to restrict agricultural intensification on the property, describe the restrictions and discuss (a) how those restrictions are consistent with the property's continuing agricultural use, and (b) whether the restrictions would substantially impair agricultural use on the property.
6. Describe how the property will support infill and compact development.
7. Describe how the proposal will support the implementation of an adopted or draft sustainable communities strategy or, if a sustainable communities strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions.
8. Describe how the project is consistent with California's [Planning Priorities](#).
9. Describe the market, infrastructure, and agricultural support services around the property.
10. Provide a brief description of the project, including the current agricultural use of the property. Is the parcel proposed for conservation expected to continue to be used for, and is it large enough to sustain, commercial agricultural production?
11. Provide a brief discussion of the environmental, economic, public health, and other co-benefits that this project will provide.
12. If the proposal is for fee title acquisition, how will the property be utilized for agricultural use? What is the plan to lease or sell the property? Will this occur as part of the project and if not, what is the anticipated time frame?

Provide any other comments, potential concerns, etc.

APPENDIX C – Acquisition Grant Application

Applying

This is the application form for Agricultural Conservation Acquisition (Acquisition) Grants under the Round 6 Guidelines for the Sustainable Agricultural Lands Conservation Program (Guidelines). The Guidelines detail the background and eligibility requirements for funding. Applicants should familiarize themselves with the Round 6 Guidelines prior to completing this grant application and refer to them for questions regarding this form. SALC staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in applying.

Initial Screening–Pre-proposals

Applicants are required to submit a pre-proposal to the Department prior to applying. Please refer to the Pre-Proposals section of the Guidelines for additional information.

Grant Application Submission

Please use the [Grant Application Checklist](#) to ensure that all necessary materials are submitted. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State. Early consultation with SALC staff regarding proposed projects is strongly encouraged to achieve the most efficient review process possible.

The application process and requirements for Acquisition grants is detailed in Section 2 of the Guidelines. Pre-proposals and applications must be submitted electronically by 11:59 p.m. on the deadlines specified in “At-a-Glance,” to be considered for funding.

Applicants must submit the entire application to the Department via email (salcp@conservation.ca.gov).

Receipt of the digital application by the Department determines the official submittal date and time. SALC will acknowledge receipt of the digital application by email to the Contact Person listed on the Grant Application Cover Sheet.

Acquisition Grant Application Checklist

REQUIRED COMPONENTS	
<i>All grant applications must include the following:</i>	
	Application Cover Sheet
	Executive Summary (1-page maximum)
	Acquisition Summary Sheet
	Risk of Conversion Summary Sheet and Supporting Evidence
	Certification of Acceptance of Conditions of Funding
	Detailed Characteristics of the Proposed Project (7-page maximum)
	Applicant Resolution of Support
	Letter to Planning Director
	Preliminary Title Report, Underlying Documents, Assessor's Parcel Map(s)
	Buyer-Seller Letter of Intent
	Appraisal or Support for Estimated Easement Value
	Project Geographic Area Map
	Building Envelope Map and Excluded Area
Documentation of Organizational Capacity	
<i>I certify here that the most current versions of the documents below are on</i>	
Name, Title	Date
	Proof of Land Trust Accreditation Commission Accreditation OR copies of all policies listed below.
Easement Amendment	Conflict of Interest Policy
Monitoring Policy	Easement Enforcement Policy
Stewardship Endowment Policy	
Documentation of Organizational Eligibility	
<i>I certify here that the most current versions of the documents below are on</i>	
Name, Title	Date
	IRS 501(c)3 status
	Articles of Incorporation
	Bylaws
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland (<i>if different from above</i>)

	Copy of relevant statute (governmental applicants only)
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ADDITIONAL COMPONENTS	
<i>Applicants may submit the following as relevant to their application:</i>	
	Priority Population Benefits Checklist (required if providing a priority population benefit)
	Maps showing parcel number(s), proximity to Spheres of Influence, plotted easements, and proximity to protected lands.

INTEREST HOLDER DOCUMENTATION			
<i>(applicable when the applicant is not the intended holder of the real property interest)</i>			
	Certification of Acceptance of Conditions of Funding		
	Interest Holder's Resolution of Support		
Documentation of Organizational Capacity			
<i>I certify here that the most current versions of the documents below are on record at the Department or attached:</i>			
Name, Title Date			
	Proof of Land Trust Accreditation Commission Accreditation OR copies of all policies listed below.		
	Easement Amendment Policy		Conflict of Interest Policy
	Monitoring Policy		Easement Enforcement Policy
	Stewardship Endowment Policy		
Documentation of Organizational Eligibility			
<i>I certify here that the most current versions of the documents below are on record at the Department or attached:</i>			
Name, Title Date			
	IRS 501(c)3 status		

	Articles of Incorporation
	Bylaws
	Adopted Policy or Statement of Purpose for conservation of agriculture, rangeland, or farmland <i>(if different from above)</i>
	Copy of relevant statute <i>(governmental applicants only)</i>

Acquisition Grant Application Cover Sheet

Basic Information	
Project Title	
Location (County and Nearest City)	
Real Property Interest to be acquired	<input type="checkbox"/> Easement <input type="checkbox"/> Fee
Located within a <u>priority population</u>	<input type="checkbox"/> Y <input type="checkbox"/> N [Census tract number]
Priority Population Status	<input type="checkbox"/> Y <input type="checkbox"/> N [If yes, attach Priority Population Benefits Checklist]
Risk Option number	
Project Funding	
SALC Acquisition Request Amount	\$
Match Amount (toward easement value only)	\$
Matching Funds Source	[i.e., NRCS-ACEP, WCB-CAPP, etc.]
Status of Match	[i.e., application submitted, in grant agreement, etc.]
Does all or a portion of the match come from another CCI program?	Y N [If yes, indicate source(s)]
Estimated Fee Title or Easement Fair Market Value	\$
Associated Costs Request	[Up to \$50,000]
Management Plan Request	[Up to \$10,000]
Applicant Information	
Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Complete if applicable:

Co-Applicant/Intended Interest Holder Information	
Co-Applicant	
Federal Employer ID Number	
Mailing Address	
Contact Person	
Title	
Phone Number	
Email Address	

Nonprofit applicants that intend to be the holder of the real property interest to be acquired must be accredited by the Land Trust Accreditation Commission or have adopted equivalent or greater policies regarding conflict of interest, amendments, monitoring, stewardship endowments, and enforcement prior to submission of an application. Those that haven't must apply with either a co-applicant that has such policies in place or a government entity.

Executive Summary

This section (**one (1) page** maximum) should provide a brief but thorough description of:

- The proposed project and its scope (project type, agricultural use, farmland quality, location, and size),
- An explanation of the development pressure impacting the surrounding area, including a summary of relevant risk option(s),
- Any environmental, economic, or public health co-benefits for California associated with the proposed acquisition, and
- Whether the landowner must meet any critical deadlines for concluding the transaction.

Acquisition Summary Sheet

All fields in this section must be filled out for the application to be considered complete.

General Information	
Project Title	
Landowner Name(s)/ Ownership Structure	
Street Address of Property (or nearest cross streets)	
Project APN(s)	
Current Zoning/ Minimum Parcel Size	
Number of existing legal parcels (Please confirm this information with the relevant County Planning Department.)	
Proposed number of easements <i>(if applicable)</i>	
Project Acreage	
Total Project Acreage (Assessor's Acreage)	
Prime Farmland Acres mapped by the Farmland Mapping and Monitoring Program	
Irrigated Acres	
Non-irrigated / Grazing Acres	
Nonagricultural Acres	
Sale and Subdivision	
Would proposed acquisition prohibit further subdivision of existing legal parcels? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Would proposed acquisition prohibit sale of existing legal parcels separately from other parcels in project area? (please explain)	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Water and Mineral Rights	

Water Rights and Source(s)	
Third party mineral rights holder(s)?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Severed mineral rights?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Evidence of past mining?	<input type="checkbox"/> Y <input type="checkbox"/> N Explanation:
Existing and Reserved Single-family Residences	
Number of single-family (SF) residences currently on the property	
Approximate size of each SF residence (square footage of living area)	
Number of additional SF residences to be reserved in easement (if any)	
Size restriction (sq. ft), if any, on reserved and/or existing SF residences	
Existing Farm Labor Residences	
Number of farm labor residential structures/units currently on property	
Approximate size of each farm labor residence (square footage of living area)	
Building Envelopes	
Existing Building Envelope(s) on the property?	Number: Approximate Acres (each):
Additional Building Envelope(s) to be reserved (e.g., residential, ag. employee, agricultural infrastructure)?	Number: Approximate Acres (each):
Additional Information	
Other Reserved Rights (e.g., oil and gas site, solar, communication towers)	Please list:
Any critical deadlines?	Please describe:
Will you utilize the Minimum Deed Terms?	<input type="checkbox"/> Y <input type="checkbox"/> N

Risk of Conversion Summary Sheet and Supporting Evidence

To be eligible for funds, the proposed property must be considered at risk of conversion to a non-agricultural land use. The applicant must demonstrate this risk of conversion by providing supporting evidence for the selected risk option below. Risk options are discussed in [Appendix A](#). Applicants are encouraged to contact the Department should they require assistance in understanding or documenting the risk of conversion facing the proposed property. The Department will also utilize the selected risk option to determine the number of development rights to be extinguished for purposes of quantifying greenhouse gas benefits associated with the project.

Please check the option below that best describes the risk to the property and describe the supporting evidence provided, such as relevant development proposal, map showing distance to nearest development, etc. Attach supporting evidence.

Check one	Risk	Description and reference to Supporting Evidence included in the Application
	1. Agricultural land identified for development as evidenced by inclusion in a development proposal submitted to the local government, undergoing environmental review, or publicly available from controlling interests within the past 5 years.	
	2. Agricultural land identified for potential rezoning from agricultural to residential use by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	3. Agricultural land within a city's Sphere of Influence or municipal service boundary and, if applicable, within the city's urban growth boundary according to the city's general plan.	
	4. Agricultural land within a proposed expanded city boundary (annexation), Sphere of Influence, municipal service boundary, or specific plan.	

	5. Agricultural land within two miles of a city's Sphere of Influence or municipal service boundary, or within two miles of an unincorporated area which is zoned for or contains residential development where the average lot size is two acres or less.	
	6. Agricultural land identified for potential rezoning from agricultural to rural residential use (one to ten acres) by a jurisdiction as evidenced by a revised zoning proposal or land use plan, or undergoing environmental review, within the past 5 years.	
	7. Agricultural land within two to five miles of land developed or zoned for residential use where the average lot size is one acre or less, or agricultural land up to five miles from land developed or zoned for rural residential use (one to ten acres) in the county General Plan.	

Certification of Acceptance of Conditions of Funding (Easements)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

SALC's conditions of funding for easement acquisitions are as follows:

- o [Clean title](#) to the agricultural conservation easement can be conveyed at close of escrow.
- o The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- o If the Department is funding preparation of an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:
 - The restriction is consistent with the property's continuing agricultural use, and
 - Agricultural use of the property is not substantially impaired.

- For projects where the property includes forest lands, the project will comply with Civil Code Section 815.11.
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.

The easement acquisition can be completed within 2 years of grant agreement effective date.		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Certification of Acceptance of Conditions of Funding (Fee Acquisitions)

This Certification must be signed by the President of the applicant's Board of Directors, or similar governing body, or their authorized designee. An unsigned Certification Sheet may be cause for rejection of the application. By signing this Certification, the applicant [and co-applicant] is/are declaring that:

SALC's conditions of funding for fee acquisitions are as follows:

- Clean title to the property can be conveyed at close of escrow.
- The title to the property will be encumbered in perpetuity with the following covenants that run with the land:
 - The property must actively be used for agricultural uses,
 - Prohibits permanent severance of water rights from the fee,
 - Restricts development potential on the property consistent with an agricultural conservation easement,
 - All net proceeds from the lease revenue will be reinvested only in improvements on the purchased property or in pursuit of agricultural conservation easements in the region,
 - From the subsequent fair market sale of the burdened fee title, the state must be paid its proportionate share of the net proceeds within 30 days of close of escrow,
 - At least once every twelve months, the interest holder shall report to the Department certifying that the conditions of the deed are being upheld. The report must include an account of how each covenant is being upheld, including documentation of income generated from leasing the property and documentation of agricultural use on the property, and
 - At least once every twelve months, the interest holder shall allow the Department access to the property for the purposes of monitoring and verifying compliance with the terms of the deed.
- The buyer agrees to lease the property to one or more private operators for agricultural use or to sell the property to a private operator. The property must be leased within a commercially reasonable time after purchasing the property. If the applicant intends to sell the property, it must be sold within 3 years of purchase.
- If the Department is funding preparation of an adaptive management plan, the Department has approved the plan. Agricultural intensification restrictions on non-cultivated land are permitted if each of the following conditions are met:

- The restriction is consistent with the property's continuing agricultural use, and
- Agricultural use of the property is not substantially impaired.
- The total purchase price of the proposed acquisition shall not exceed the appraised fair market value of the property.
- The appraisal used to establish the easement value (for the purposes of determining Department funding) and the fair market value of the property must comply with DGS standards and must be approved by DGS and the Department.
- The property deed, including any exhibits, must be approved by the Department.
- The grantee will work with SALC staff to report on jobs-related co-benefits as required by CARB.
- The acquisition can be completed within 2 years of grant agreement effective date.

Applicant		
Authorized Signature	Name/Title (Print or Type)	Date Signed
Co-Applicant (If Applicable)		
Authorized Signature	Name/Title (Print or Type)	Date Signed

Detailed Characteristics of the Proposed Project

This section should be used to explain attributes of the proposed easement, the applicant's capabilities, and regional policies that are relevant to the goals of SALC. This section should not exceed **eight (8) pages.** Please answer the following questions, maintaining the lettering format below.

1. Describe any restrictions on agricultural use that would be required in the easement and how the nonagricultural qualities being protected by such restrictions: (a) are consistent with the property's continuing agricultural use, and (b) do not substantially impair agricultural uses on the property.
2. Describe how the project will support infill and compact development.
3. Describe how the project supports the implementation of an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions. Be sure to provide references to the specific goals, objectives, or policies that your project supports.
4. Describe how the project is consistent with California's Planning Priorities.
5. Describe the market, infrastructure, and agricultural support services in the area. How far are these markets, infrastructure, and support services from the property? How does the agricultural operator onsite access them? Are these markets, infrastructure, and services sufficient to support long-term commercial agricultural production?
6. Describe the property's current and proposed agricultural use, including any onsite infrastructure that supports the agricultural use and whether the property is large enough and likely to sustain commercial agricultural production. Are there any known agricultural constraints on the property? If so, describe.
7. Is the property identified for conservation in an adopted agricultural conservation plan, regional agricultural conservation program, agricultural mitigation plan, SALC-funded plan, or sustainable communities strategy? If so, please describe the plan and any priorities the property meets.
8. Does the property have adequate water availability and water quality for agricultural purposes? Is the property within an over drafted or critically over drafted SGMA basin? If so, which one?
9. Describe any on-farm conservation management practices that the landowner has incorporated or is in the process of incorporating on the property to build soil health for carbon sequestration. If the landowner has received funding to incorporate such practices, please attach supporting documentation.
10. Describe any on-farm management practices that the landowner has incorporated or is in the process of incorporating on the property to

improve water use efficiency, conservation, and reduction, increase use of recycled water, support groundwater recharge, or reduce reliance on groundwater. If the landowner has received funding to incorporate such practices, please attach supporting documentation.

11. Describe any [environmental conservation values or co-benefits](#) that may result from the conservation of this property.
12. Is the property within strategic proximity to other permanently protected property?
13. Is the property identified for conservation in an adopted habitat or wildlife conservation plan, regional habitat or wildlife conservation program, or habitat or wildlife mitigation plan? If so, please describe the plan and any priorities the property meets.
14. Describe any [economic co-benefits](#) that may result from the conservation of this property.
15. Describe any public [health co-benefits](#) that may result from the conservation of this property.
16. Describe any [other co-benefits](#) that may result from the conservation of this property.
17. If the proposal is for fee title acquisition, how will the property be utilized for agricultural use? Do you plan to lease or sell the property and in what time frame will that occur?

Applicant Resolution of Support

The applicant is required to submit a signed resolution of support from its board of directors or similar governing body authorizing the submittal of a grant application to the SALC. The resolution must:

- Authorize the submittal of an acquisition grant application to SALC;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template terms and conditions, available in [Appendix F](#) of the Guidelines, if the project is awarded funding;
- Certify that no conflict of interest or appearance of conflict of interest exists for any member of the applicant's Board of Directors as relates to the project; and,
- Authorize a designated individual to execute tasks, such as signing documents, related to the application, grant agreement, and acquisition, if the project is awarded funding.

Notification Letter to the Planning Director

To ensure local support for the project, the applicant must provide written notification to the local government's Planning Director about the application. The letter should indicate the applicant's intent to apply for a grant to acquire an agricultural conservation easement, the Department's contact information in case the local government has comments, and the anticipated date of the Strategic Growth Council meeting at which the easement application is proposed to be considered for approval. The notification should include the applicant and not the landowner's name.

Preliminary Title Report and Assessor's Parcel Map(s)

Applicants are expected to exercise due diligence to discover and disclose potential title issues in the pre-proposal and application. A preliminary title report that is less than twelve (12) months old and a plan to address each title issue must be submitted with the application. The title report should be submitted as a separate file from the application and should be accompanied by all relevant underlying documents, associated assessor's parcel maps, and a plotted easements map. Underlying documents should be submitted as hyperlinks in the preliminary title report unless extenuating circumstances exist.

In the space below, please describe plans to address any potential title concerns, as well as the timeframe for doing so.

Applicant-Landowner Letter of Intent

The applicant must provide a letter from the landowner(s) stating the landowner's intent to work with the applicant to conserve the property via sale of an easement. All landowners listed on title must sign the letter of intent. This letter must address the following items:

1. Landowner's pursuit of sale of the easement or fee, as applicable, is voluntary;
2. Use of the property will be restricted to agricultural and compatible conservation uses in perpetuity; and
3. No government agency has conditioned the issuance of an entitlement to use on the proposed acquisition.

For projects where the land proposed to be conserved under easement includes some forest lands, the letter must also indicate that the landowner agrees to the conditions outlined in Civil Code Section 815.11.

The applicant may provide an option agreement in lieu of a letter of intent if the option agreement includes the above information.

Sample documents are posted on the Department website.

Appraisal/Support for Estimated Acquisition Value

A current appraisal is not a required component of the application. However, the applicant must provide support for the acquisition value identified in the application cover sheet. This support may be in the form of a preliminary or complete appraisal, or a detailed estimate for the anticipated cost of the acquisition, and material to support the valuation estimate. SALC reserves the right to require that a current appraisal accompany the grant application if, in its sole discretion, it determines that insufficient data is available to support an estimate.

SALC will only fund the appraisal that is approved by the state and used for the actual acquisition. This cost will only be covered if the project is awarded funding.

Project Geographic Area Map

In addition to the required assessor's parcel map(s), applicants must submit a legible pdf map of the project boundary with their application.

Applicants may also submit maps depicting the proposed project boundary relative to Important Farmland data, nearest Sphere of Influence, priority planning areas, and other protected lands in the vicinity. If the applicant can

document additional conserved lands or resource values that support the proposal, they are encouraged to provide supplemental maps to that effect.

Applicants are encouraged to provide GIS shapefiles of any data included in their maps.

Map of Building Envelope and Excluded Area

If building envelope(s) is/are to be designated within the project area, applicants must submit a map depicting the location and size/dimensions of existing and/or proposed envelope(s). Building envelopes must be designated around existing residences, as well as sites for proposed future residences.

Similarly, if certain areas of the property are to be excluded from the acquisition, applicants should identify the location and, if possible, approximate acreage of such proposed exclusions on the map.

Documentation of Organizational Capacity

Applicants must provide proof of organizational capacity to acquire and steward easements for their agricultural conservation values as part of their application. Applicants may meet this requirement by:

- Providing proof of LTAC accreditation; or,
- Providing copies of the following documents, as relevant:
 - Conflict of Interest Policy
 - Easement Amendment Policy
 - Monitoring Policy
 - Stewardship Endowment Policy
 - Easement Enforcement Policy

Applicants that have submitted documentation of organizational capacity through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Documentation of Organizational Eligibility

Non-profit applicants must submit the following documentation:

- Internal Revenue Service 501 (c)3 status as a charitable non-profit;
- Articles of Incorporation and by-laws documenting the principal charitable or public purposes of the nonprofit organization; and,

- o Adopted policy that details the organization's goals and purposes, including the organization's commitment to conservation of agriculture, rangeland, or farmland.

Governmental applicants should submit a copy of the relevant statute or other policy outlining their purpose and authority regarding the conservation of agricultural land.

Applicants that have submitted documentation of organizational eligibility through a previous application may certify that the most current versions of these documents are on file with the Department in lieu of submitting the documents themselves.

Additional Components and Certifications

Priority Population Benefits Checklist (AB 1550) - OPTIONAL

This checklist is to be used by applicants claiming to provide a benefit to a priority population. Benefits must address a common need to a disadvantaged community. The chosen approach must be identified on the checklist and accompanied by supporting documentation that a disadvantaged community need is being met. This checklist will be available on the Department website.

Projects must satisfy at least one criterion in Step 1, one criterion in Step 2, and one criterion in Step 3 below to be considered to provide direct, meaningful, and assured benefits to priority populations, receive priority population status through SALC, and count toward statutory investment minimums.

Documentation must be provided to support all claims and will be evaluated by SALC, with final concurrence determined by CARB.

Please see www.arb.ca.gov/cci-resources for any updates to the checklist.

STEP 1 – Identify Priority Population(s)		
<i>Evaluate the project against each of the following criteria. Check all boxes that apply. Supporting documentation required. If a project does not meet at least one of the qualifying criteria in Step 1, the project does not count toward statutory investment minimums and no further evaluation is needed.</i>		
Criteria	Yes	No
A. Is a majority of the project land located within the boundaries of a disadvantaged community census tract?	<input type="checkbox"/>	<input type="checkbox"/>
B. Is a majority of project land located within the boundaries of a low-income community census tract?	<input type="checkbox"/>	<input type="checkbox"/>

C. Is a majority of the project land located outside of a disadvantaged community, but **within 1/2-mile of a disadvantaged community and within a low-income community census tract?**

STEP 2 – Address a Need

Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need. Supporting documentation required. If the project does not address a community or household need, it does not count toward statutory investment minimums and no further evaluation is needed.

Important Community or Household Need

Describe the important community or household need your project meets and how the project addresses said need in the space provided:

STEP 2 – Address a Need (continued)

Method Used to Identify Need	Yes	No
-------------------------------------	------------	-----------

Indicate the method used to identify the important community need described above and provide supporting documentation:

- | | | |
|--|--------------------------|--------------------------|
| <p>A. Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>B. Look at the individual factors in the latest version of CalEnviroScreen that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>C. Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>D. Refer to the list of common needs for priority populations in CARB's Funding Guidelines Table 5 and confirm that the project addresses at least one listed need (should match the need identified above).</p> | <input type="checkbox"/> | <input type="checkbox"/> |

STEP 3 – Provide a Benefit

Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. Project must meet at least one of the following benefit criteria. Supporting documentation required. Check all boxes that apply.

Criteria	Yes	No
A. Project preserves a site that allows public access.	<input type="checkbox"/>	<input type="checkbox"/>
B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities.	<input type="checkbox"/>	<input type="checkbox"/>
C. Project maintains water quality and health of watersheds serving priority populations through avoiding the conversion of forest lands or wetlands that would have resulted in impacts to nearby water bodies located in the same or a directly adjacent disadvantaged or low-income community as the project.	<input type="checkbox"/>	<input type="checkbox"/>
D. Project increases food access to priority populations through regular farmers' markets, donations to food banks or distribution centers serving residents of disadvantaged or low-income communities, or low-income households.	<input type="checkbox"/>	<input type="checkbox"/>
E. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX D – Planning Grant Pre-proposal

Submittal Requirements

All applicants are encouraged to provide the Department with a structured summary of their proposed project prior to the full application deadline.

By providing basic information about the potential project’s scope and goals, Department staff can provide preliminary technical assistance to the applicant in advance of completion of full project application.

Please submit the below form to the Department by email to salcp@conservation.ca.gov

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Claiming Priority Population Benefits Status (circle one)	Y N	If yes, you will need to submit a Priority Population Benefits Checklist with your application (<i>not</i> with this pre-proposal).
Grant Request Amount	\$	
Matching Funds Pending	\$	
Matching Funds Committed	\$	
Total Estimated Project Cost	\$	
Contact Person		

Title	
Phone Number	
Email Address	

Executive Summary and Proposed Planning Project

Please provide a brief overview of the project (**1-page** maximum). This overview should describe the following:

- Provide a brief description of the proposed planning project.
- Why the proposed project is appropriate for protecting agricultural lands in the jurisdiction.
- Participating stakeholders.
- Any critical deadlines.

Preproposal Questions

1. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
2. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks?
3. How will the project avoid or reduce greenhouse gas emissions?
4. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
5. How is the proposed plan consistent with [California's Planning Priorities](#)?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan

objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?

8. What is the applicant's experience in developing and implementing similar projects? What are the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there professional staff qualified to develop and successfully implement the proposal? If not, please describe how will the applicant acquire this expertise.
9. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Map(s) of the Project area

Please provide a map or image depicting the area to be covered by the proposed project. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Examples of maps include Important Farmland Maps, Spheres of Influence, priority planning areas, and other protected lands. Protected lands databases can be found at the following locations:

[National Conservation Easement Database](#)

[California Protected Area Database](#)

[California Conservation Easement Database](#)

Maps or images must print into an 8 ½" x 11" sheet of paper.

Geographic information system (GIS) data may be submitted along with digital map products.

APPENDIX E – Planning Grant Application

SUBMITTAL REQUIREMENTS

Please use the Grant Application Checklist found below to ensure that all necessary materials are submitted to facilitate prompt application review. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

APPLICATION REQUIREMENTS

Applicants are required to submit the entire application to the Department via email (salcp@conservation.ca.gov).

Receipt of the digital application by the Department determines the official submittal date and time. SALC staff will acknowledge receipt of the digital application via email to the Contact Person listed on the Cover Sheet.

ALL GRANT APPLICATIONS MUST INCLUDE THE FOLLOWING:

Please indicate with a checkmark that these items are included in your application.

Checklist	
	Completed Cover Sheet
	Executive Summary
	Application Questions
	Work Plan
	Budget
	Map(s) of the Project's Geographic Area
	Signed Authorizing Resolution from Governing Bodies
	Priority Population Benefits Checklist (Optional)
	Stakeholder Collaboration Letters (Optional)

Materials should be presented in the order indicated in the checklist. Clearly number and label each item, and number all pages in sequential order.

Please do not submit additional materials that have not been specifically requested (e.g., press clippings or brochures) as they will not be considered during the evaluation.

Planning Grant Cover Sheet

Project Title		
Applicant Name		
Department/Office		
Federal Employer ID Number		
Mailing Address		
Project Title:		
Location (County and/or City)		
Requesting Priority Population Benefits Status (circle one)	Y N	If yes, you will need to submit a Priority Population Benefits Checklist with your application
Grant Request Amount	\$	
Matching Funds Pending	\$	
Matching Funds Committed	\$	
Total Estimated Project Cost	\$	
Contact Person		
Title		
Phone Number		
Email Address		

Executive Summary

This section (**1-page** maximum) will provide a brief overview of:

- Describe the planning project(s) being proposed.
- Why the proposed project is an appropriate planning project for protecting agricultural lands in your jurisdiction.

- Who are participating stakeholders and how will they be incorporated into the plan.
- Any critical deadlines.

Application Questions

The questions below are designed to solicit specific facts regarding how the proposal addresses the SALC goals and objectives. Please respond to all questions in the order listed and clearly label each question and answer. Points will be attributed to each section and not to individual questions. If a question does not apply to your proposed work, indicate that it is not applicable (“N/A”). Please limit your response to **ten (10)** pages.

1. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables are expected; agricultural land base, economy, and regional food systems and infrastructure within the project area; amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).
2. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks?
3. How will the project avoid or reduce greenhouse gas emissions?
4. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.
5. How is the proposed plan consistent with California's [Planning Priorities](#)?
6. What economic, environmental, public health or other co-benefits that would arise from the project? How will those co-benefits be measured?
7. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?
8. What is the applicant's agency's experience in developing and implementing similar projects? Are there the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there the professional staff qualified to develop and

successfully implement the proposal? If not, please describe how you will the applicant acquire this expertise.

9. Which stakeholders will participate in the proposed project? How will these stakeholders participate?

Work Plan

Applicants must provide a detailed work plan that specifies the tasks, sub-tasks and deliverables that will be performed including a schedule and cost estimates. The cost estimate and schedule should be of sufficient detail to allow assessment of the applicant’s progress through the work plan at regular intervals. Cost estimates should be consistent with the budget. If awarded funding, this work plan will be incorporated into the Grant Agreement.

The work plan will include:

Summary

1. The tabular summary below must be filled out with the project details and included in the application. Add tasks or subtasks as appropriate for your proposal.

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
Task 1 Identify any subtasks or steps to completing the Task	Identify appropriate deliverable, metrics, or milestones		
Task 2			
Task 3			
Task 4			
Task 5			

Narrative

2. A narrative of each tasks, sub-tasks and schedule for the proposed project. Please limit your response to three (3) pages.

Budget

This section will identify the total estimated project cost using the budget table below. The total estimated cost should be broken down to clearly delineate grant funds requested and match funding. Additional rows may be added to each section as appropriate. All costs must be eligible. If awarded funding, this Budget will be incorporated into the Grant Agreement. Please refer to the [Department's website](#) for an excel version of this spreadsheet.

Budget Item	Units (if applicable) (# hours)	Rate (if applicable) (\$/hour)	Program		Grand Total
			Reimbursement Request	Grantee Match	
Task 1					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 2					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 3					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 4					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Task 5					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Other Direct Costs					
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal			\$ -		\$ -
Grand Total			\$ -	\$ -	\$ -

Map(s) of the Project Geographic area

Applicants must provide a map or image depicting the area to be covered by the proposed plan. The map should generally depict the area, including the extent of its agricultural resources, urban and/or rural land uses, and any ancillary map data to support the need for the proposal. Maps or images must print into an 8 ½" x 11" piece of paper.

Geographic information system (GIS) data or Google Earth (.kmz) files may be submitted along with digital map products.

Signed Authorizing Resolution

Applicants must submit a signed Resolution of Support authorizing work to be completed under the proposal. The resolution must:

- Approve the filing of an application for the proposed project;
- Certify that the Applicant understands the assurances and certification in the application;
- Certify that the Applicant will have sufficient funds to meet the match requirement;
- Certify that the Applicant will work towards the California's Planning Priorities;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template included in the Guidelines; and,
- Authorize a designated individual, or designee, as agent to accept the award of grant funding and to, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the plan.

The resolution must provide acknowledgement that the Applicant understands and accepts that they must cover the costs to complete work related to the development and execution of the planning project until reimbursement by the State.

Priority Population Benefits Checklist (Optional)

Applicants choosing to claim priority population benefits must submit a priority population benefits checklist. Please download and submit a copy of the checklist from the [CARB website](#).

A mapping tool to determine whether a project location is within a priority population census tract is [available](#). Also refer to the Guidelines for further information.

This checklist is to be used by applicants claiming Priority Population status. More information about the priority population checklist is [available](#).

Stakeholder Collaboration Letters (Optional)

Applicants may provide copies of letters from collaborating stakeholders demonstrating the stakeholder's specific role in the development or implementation of the Agricultural Land Conservation Planning project.

Applicants may also provide copies of letters from entities within the project geographic area and from the local community which are not participating stakeholders, but which support the Agricultural Land Conservation Planning project.

APPENDIX F – Acquisition Grant Agreement

[Continues on next page]

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)	GRANT AGREEMENT NUMBER: FISCAL NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").	
2. The Grant Agreement Term is: From _____ through _____ (Or upon execution of this Grant Agreement by both parties, whichever is later)	
3. The maximum amount of this Grant Agreement is: \$ _____	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	
Exhibit A, Scope of Work	Page(s)
Attachment 1: Project Map	Page(s)
Attachment 2: Authorized Signatory Form	Page(s)
Attachment 3: Work Plan	Page(s)
Attachment 4: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions	Page(s)
Attachment 5: Budget Detail Worksheet	Page(s)
Attachment 6: Associated Costs Invoice	Page(s)
Attachment 7: Invoice Dispute Notification Template	Page(s)
Exhibit C, General Terms and Conditions	Page(s)
Exhibit D, Special Terms and Conditions	Page(s)
Exhibit E, Award Letter	Page(s)
Exhibit F, Guidelines	Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.	
GRANTEE	
GRANTEE'S NAME	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. Grant Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities (AHSC) Program, supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

The principal goal of SALC is to further the purposes of AB 32 by supporting infill development and avoiding increases in the greenhouse gas emissions associated with the conversion of California's irreplaceable agricultural land and resources to nonagricultural uses, particularly low-density residential development. The SALC efforts to protect agricultural lands complement the AHSC efforts to promote infill development. In this way, AHSC and SALC work together to reduce GHGs in the aggregate over time.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

2. The Project is Defined by the Application and Award Letter

The Strategic Growth Council approved the Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on February 25, 2020 ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee submitted application [DOC Application Number] for an agricultural conservation acquisition grant on approximately [number of acres] of privately-owned real property known as the [Property Common Name] located in/near [City/CDP] in the County of [County]. The [Property Common Name] is shown on the Project Map ([Attachment 1](#)). The agricultural conservation acquisition will be referred to as the "Project" throughout this Grant Agreement.

The Council awarded Grantee a grant for the Project at its [insert date] meeting subject to any conditions contained in the Award Letter Award Letter ([Exhibit E](#)). The Project includes any conditions in the Award Letter. The Department and

Grantee enter into this Grant Agreement to provide the not to exceed funding identified in this Grant Agreement and set forth the terms and conditions upon which the grant will be administered.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 2](#)).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
TBD	Grant Manager*	TBD	TBD

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department

shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Performing all tasks necessary to complete the acquisition, in accordance with the Budget, Guidelines, Application, and Award Letter. Grantee must obtain the Department's approval of the acquisition deed, include the terms and all exhibits. The Department may reject any changes to the deed after it has approved the deed.
- C. Submitting invoices for reimbursement using the Acquisition Invoice template ([Attachment 5](#)) or the Associated Costs Invoice template ([Attachment 6](#)), as appropriate, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

6. Document Submission

- A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

- A. All reports must be submitted to Grant Manager on the required due date. Reports are not deemed received until the Grant Manager confirms receipt of the report.
- B. All reports must be signed by the Authorized Signatory or designee on file with the Department as stated in Authorized Signatories.
- C. Reports that do not meet the reporting requirements set forth in this Grant Agreement may result in a delay in release of funds.
- D. Grantee is required to report the employment outcomes for projects if the total grant award is \$1 million or more in accordance with the Guideline ([Exhibit F](#)).
- E. If the Project falls substantially behind the implementation schedule agreed to between it and the Department, the Department may require Grantee to submit quarterly Progress Reports for the remainder of the Grant Term, unless or until this requirement is deemed to be no longer necessary by the Department. The initial Progress Report must explain why the project is behind schedule, provide an updated implementation schedule to address the delay, and describe the steps being taken to ensure that the project is continuing to move towards completion within the Grant Term. Subsequent Progress Reports shall detail the Grantee's progress toward completing the acquisition in a timely matter.
- F. A Final Report shall be submitted with the final Associated Costs invoice utilizing the Final Report template ([Attachment 3](#)). If a grantee is not requesting reimbursement for Associated Costs, the Final Report must be submitted within 30 days of close of escrow.

8. Accounting of Stewardship Funds

Grantee certifies that the stewardship fund holder uses accepted accounting practices as promulgated by either the Financial Accounting Standards Board or any successor entity for nonprofit organizations, of the Governmental Accounting Standards Board or any successor entity for public agencies, to the

extent those practices do not conflict with any requirement for special districts in statute for local governmental financial affairs.

Attachment 1: Project Map

Attachment 2: Authorized Signatory Form
Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: _____ **Title:** _____
Signature: _____ **Date:** _____

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____

Document(s) Authorized to sign: All Grant Related Documents **or** Grant Agreement
 Grant Amendments Budget Amendments Reports
 Invoices Other _____

2. **Name:** _____ **Title:** _____
Signature: _____ **Date:** _____

Document(s) Authorized to sign: All Grant Related Documents **or** Grant Agreement
 Grant Amendments Budget Amendments Reports
 Invoices Other _____

**Attachment 3, Final Report
Agricultural Conservation Acquisition Final Report**

Grantee Name

Project Title

Grant Number

Final closing date of the project

Please include copies of news articles and any other media coverage, as well as any promotional and educational materials produced as a result of this grant agreement that have not already been submitted. A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

1. Give a brief summary the organization, the objectives of the project, and how these objectives were accomplished.
2. State the amount awarded and how the funds were used.
3. Describe any problems and/or concerns that may have arisen during the course of this project and the corrective actions that were taken.
4. List any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
5. Present a summary of project successes.
6. Please offer any feedback or suggestions for improvement that may assist future administration of grant funds by the Department.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).
- F. Funds contributed toward the acquisition purchase price will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements outlined in the Scope of Work. Except in the case of a bargain sale, match funds being used to complete the easement purchase must be deposited into the escrow account before the purchase may be completed. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line. Invoices may not be submitted within the first 60 days of the Grant Agreement effective date.
- B. Grantee may not submit an acquisition invoice unless all the Conditions of Funding Disbursal identified in the Guidelines ([Exhibit F](#)) are satisfied.
- C. Send associated costs invoices regularly. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- D. A request for payment shall consist of:
 - i. Either the Acquisition Invoice ([Attachment 5](#)) or Associated Costs Invoice ([Attachment 6](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Supporting documentation for reimbursement of associated costs. Copies of the final escrow closing statement, proof of purchase receipts, sufficiently detailed subcontractor's invoices,

activity logs, timesheets, or canceled check must be submitted for each item requested to be reimbursed. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Grantee

- E. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- F. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines ([Exhibit F](#)).

6. Travel Reimbursement

Travel may not be reimbursed in accordance with the Guidelines ([Exhibit F](#)).

7. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:

- i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to project representatives, see [Exhibit A, Section 4](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
 - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

Attachment 5, Acquisition Invoice

TO: Department of Conservation

Date:

Division of Land Resource Protection

Attn: (grant manager)

801 K Street, MS 14-15

Sacramento, CA 95814

Grant No.:

Invoice No.:

=====

Please remit \$_____ to [Title Company] for the purchase of [fee title] or [an agricultural conservation easement] on Farm/Ranch in County.

[Title Company]

[address]

[phone number]

Escrow No.:

Match funding for the acquisition will be provided by the at \$.

Total request in this invoice: \$

Signature of Authorized Signatory

Attachment 6, Associated Costs Invoice Template

TO: Department of Conservation
 Division of Land Resource Protection
 Attn: (grant manager)
 801 K Street, MS 14-15
 Sacramento, CA 95814

Date:

Grant No:

Invoice No:

For expenditures under this grant during the timeframe:

[Note: The actual invoice line items for Associated Costs should correspond exactly to the line items listed in the Grant Agreement Budget page.]

Associated costs	SALC	GRANTEE MATCH
Totals	\$	\$

Total reimbursement request in this invoice: \$

Name of Grant Agreement Signatory or Designee

Title

Attachment 7, Invoice Dispute Notification

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit A, Section 3 or 4](#), or [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender

expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 7](#)) within fifteen (15) days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

- ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
 - D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
 - E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines ([Exhibit F](#)).

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

[Insert Guidelines here.]

APPENDIX G – Planning Grant Agreement

[Continues on next page]

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)	GRANT AGREEMENT NUMBER: FISCAL NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and ("Grantee").	
2. The Grant Agreement Term is: From _____ through _____ (Or upon execution of this Grant Agreement by both parties, whichever is later)	
3. The maximum amount of this Grant Agreement is: \$ _____	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	
Exhibit A, Scope of Work	Page(s)
Attachment 1: Project Map	Page(s)
Attachment 2: Authorized Signatory Form	Page(s)
Attachment 3: Work Plan	Page(s)
Attachment 4: Final Report	Page(s)
Exhibit B, Budget Detail and Payment Provisions	Page(s)
Attachment 5: Budget Detail Worksheet	Page(s)
Attachment 6: Associated Costs Invoice	Page(s)
Attachment 7: Invoice Dispute Notification Template	Page(s)
Exhibit C, General Terms and Conditions	Page(s)
Exhibit D, Special Terms and Conditions	Page(s)
Exhibit E, Award Letter	Page(s)
Exhibit F, Guidelines	Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.	
GRANTEE	
GRANTEE'S NAME	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY (<i>Authorized Signature</i>) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 801 K Street, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Agricultural Land Conservation Planning grants provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses. This component of the program incentivizes local governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits priority populations.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

2. The Project is Defined by the Application and Award Letter

The Council released the final [name of guidelines] on [Date] ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. [Insert description of project]. The project is subject to any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
	Grant Manager*		

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with the Budget Detail Worksheet ([Attachment 4](#)), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

6. Document Submission

- A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

- B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
- B. Use the Final Report Template, which is attached as [Attachment 3](#).
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name:

Title:

Signature:

Date:

Delegated Authorized Signatories:

Name:

Title:

Signature:

Date:

Document(s) Authorized to sign: All Grant Related Documents **or** Grant Agreement

Grant Amendments Budget Amendments Reports

Invoices Other _____

Name:

Title:

Signature:

Date:

Document(s) Authorized to sign: All Grant Related Documents **or** Grant Agreement

Grant Amendments Budget Amendments Reports

Invoices Other _____

Attachment 2: Work Plan

[Work plan submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Attachment 3: Final Report

Final Report	Date Submitted:
Grantee Name:	Grant Number:
Project Name:	

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan ([Attachment 2 to the Grant Agreement](#)), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
- D. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- E. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
- F. Supporting documentation for reimbursement of funds.
- G. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- H. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit F](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines ([Exhibit F](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines ([Exhibit F](#)).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

7. Budget Modifications

- A. Grantee must keep the [Budget Detail Worksheet](#) up to date.
- B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If

- submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in [Exhibit B, Section 8](#).

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
- i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to project representatives, see [Exhibit A, Section 4](#).
 - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

Attachment 4, Budget Detail Worksheet

[Budget detail worksheet submitted with the application, subject to any changes based on the award letter, will be inserted in the final grant agreement]

Attachment 5, Invoice

Department of Conservation

Date:

Division of Land Resource Protection

Email required invoice documents to: Grant Manager

Invoice Number:

Grantee Name:

Grant Number:

Project Name:

Invoice Period From: To:

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Current Total					
Cumulative Total					
Allocated Total					

Cost Category	Total
Administration (not to exceed 20%)	
Travel	
Cumulative Total	
Allocated Total	

Work Plan Task #	Description of Work Completed

	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Name:

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Invoice not submitted by 5:00 p.m. on the required due date | <input type="checkbox"/> Request reimbursement through another funding source |
| <input type="checkbox"/> Other not listed above: | |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

<p>RETURN A COPY OF THIS NOTIFICATOIN WITH THE CORRECTED INVOICE TO:</p>	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit A, Section 3 or 4](#), or [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender

expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

- ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
 - D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
 - E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines ([Exhibit F](#)).

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, Award Letter

[Insert award letter here.]

Exhibit F, Guidelines

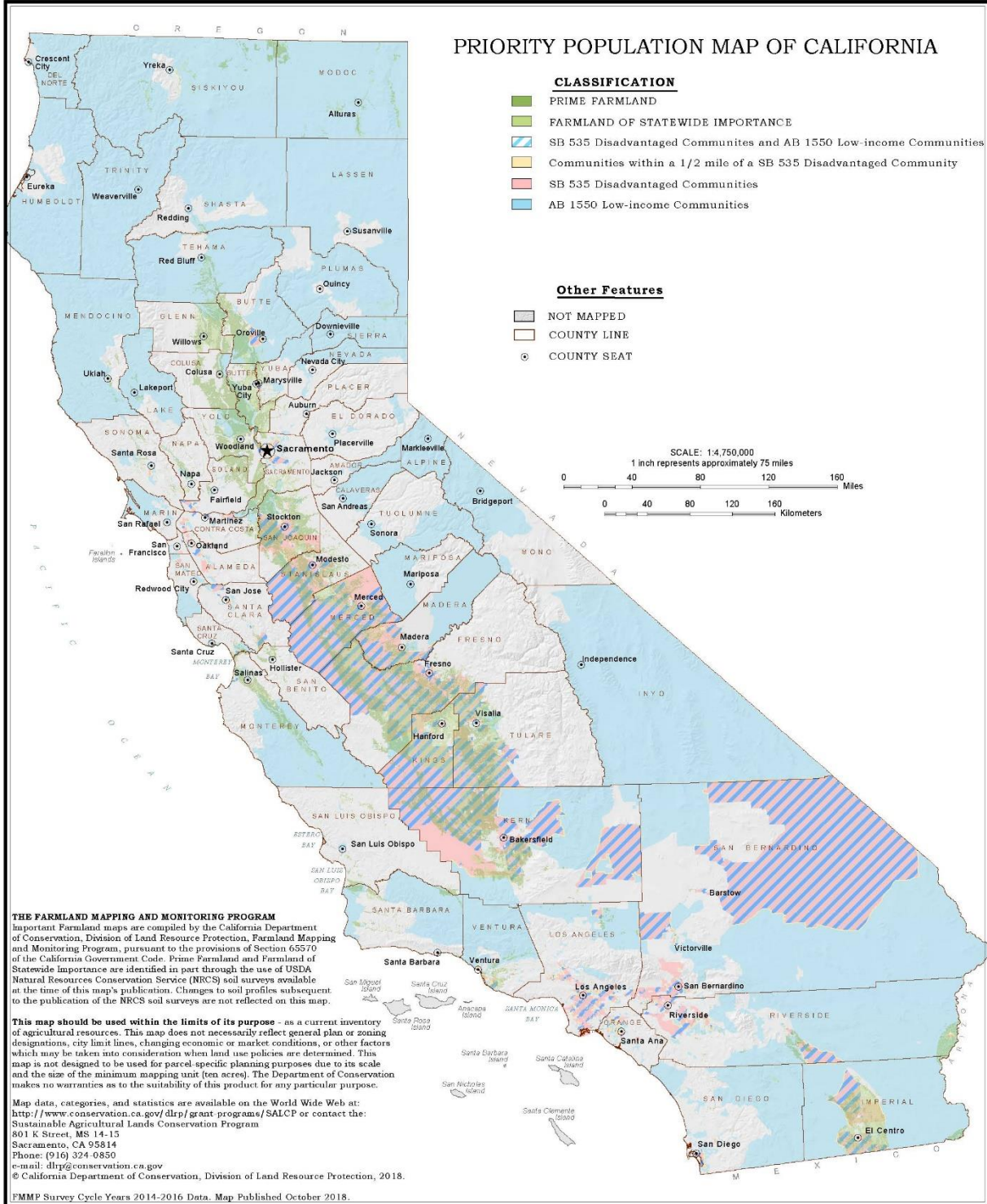
[Insert Guidelines here.]

APPENDIX H – Priority Populations-Important Farmland Map



STATE OF CALIFORNIA
 Edmund G. Brown Jr., *Governor*
 THE NATURAL RESOURCES AGENCY
 John Laird, *Secretary*
 DEPARTMENT OF CONSERVATION
 David Bunn, *Director*

CALIFORNIA DEPARTMENT OF CONSERVATION
 DIVISION OF LAND RESOURCE PROTECTION
 SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM



APPENDIX I – Glossary

The terms used in these grant Guidelines are defined as follows:

AB 32 (Chapter 488, 2006): Assembly Bill 32, or the California Global Warming Solutions Act of 2006, establishes a comprehensive program of regulatory and market mechanisms to achieve real, quantifiable, cost-effective reductions of greenhouse gases. It codifies in the Health and Safety Code declarations about the serious threats posed by global warming and the intent of the Legislature to ensure coordination among state agencies and all affected stakeholders in the development of regulations to implement this law.

Affordable Housing and Sustainable Communities (AHSC) Program: The AHSC Program furthers the regulatory purposes of AB 32 and SB 375 by investing in projects that reduce greenhouse gas emissions by creating more compact, infill development patterns; encouraging active transportation and mass transit usage; and protecting agricultural land from sprawl development. These projects, described in the AB 32 Scoping Plan, support climate objectives and co-benefits by reducing vehicle miles traveled and associated greenhouse gas and other emissions, or by making strategic investments that protect agricultural lands to reduce greenhouse gas emissions.

Agricultural Conservation Easement (easement): A voluntary, legally recorded deed restriction in perpetuity, as defined in Section 815.1 of the Civil Code. The easement removes development pressure, prohibits practices that would damage or interfere with the agricultural use of the property, and prevents the restriction of agricultural husbandry practices. The easement remains in effect even when land changes ownership and maintains the land in private ownership and on the tax rolls. The easement must be held by a qualified Section 501(c)(3) California nonprofit organization, or a local government, both of which must state that one of their primary purposes is the protection of agricultural use.

Agricultural Land: For the purposes of this program, agricultural land includes both cultivated and non-cultivated (e.g., rangeland and pasture) lands.

Agricultural use: For the purposes of SALC, agricultural activity, operation or facility or appurtenances thereof shall include the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including viticulture, apiculture, or horticulture, the raising of livestock, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with those farming operations, including preparation for market, delivery to storage or to market, or delivery to carriers for transportation market. This definition shall also include gathering and activities that promote healthy trees, shrubs, and perennial forbs for the

cultivation of traditional foods, herbal medicine, fibers (such as basketry material), and dyes so long as the project is led by or is in partnership with a California Native American tribe and the deed provides tribal access to those resources.

Applicant: An organization requesting funding from this program to be administered by the State. Eligible applicants for the Sustainable Agricultural Lands Planning Grants are cities and counties. Partners to the Sustainable Agricultural Lands Planning Grants may include nonprofit organizations, resource conservation districts, or a regional park or open-space district or regional park or open-space authority. Eligible applicants for the Agricultural Conservation Easement Grants include local governments, nonprofit organizations, resource conservation districts, or a regional park or open-space district, regional park or open-space authorities, and California Native American tribes as identified in Civil Code Section 815.3.

Applicant's stated purpose: As described in adopted by-laws, articles of incorporation, policy, or resolution of the applicant's governing body (does not include statements on website)

Baseline Conditions Report: A comprehensive document that describes the condition of a property placed under conservation easement. The Baseline Conditions Report (BCR) is compiled by the easement holder and is referred to during future monitoring of the easement to determine whether the terms and conditions of the easement are being upheld.

Co-Applicant: An organization or entity that is eligible to apply for funding under the SALC and applies for funding in partnership with a second organization.

Co-Benefits: The ancillary or additional benefits of policies that are implemented with a primary goal, such as climate change mitigation, acknowledging that most policies designed to reduce greenhouse gas emissions also have other, often at least equally important, benefits (e.g., energy savings, economic benefits, air quality benefits, public health benefits). Also referred to as "multiple benefits." (U.S. Environmental Protection Agency)

Conservation easement: An interest in land, less than fee simple, which represents the right to prevent the development or improvement of the land, as specified in Section 815.1 of the California Civil Code. For the purposes of the SALC, the easement is held to prevent any use that may diminish or impair purposes other than agricultural production.

Conservation management practices: Conservation management practices include agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health. These practices can include United

States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Conservation Practice Standards (CPS), California Department of Food and Agriculture Healthy Soils Program Practices, and Carbon Farm Plans.

Cost effectiveness: Defined as the greenhouse gas reduction identified by the Quantification Methodology per dollar of California Climate Investment Funding requested.

Employment Outcomes: Employment outcomes include the following categories—the job classification or trade supported, any job training credentials, the number of jobs provided per classification, the number of jobs provided to employees from priority populations, total hours worked on the project, total hours worked by employees from priority populations, average hourly wage, average hourly wage for employees from priority populations, total number of workers that completed job training (if relevant), and a description of job quality. Additional information is available on the jobs tab of the SALC CCIRTS reporting template available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

Fully-Burdened rate: The actual cost of a company to have an employee, aside from the salary the employee earns. Labor burden costs include benefits that a company must, or chooses to, pay for employees included on their payroll. These costs include but are not limited to payroll taxes, pension costs, health insurance, dental insurance, and any other benefits that a company provides an employee.

Fund or Funds: Monies authorized by the California Budget Act from the Greenhouse Gas Reduction Fund (GGRF) to the Strategic Growth Council to develop and administer the Affordable Housing and Sustainable Communities (AHSC) Program. Health and Safety Code Section 39719(b)(1)(C), apportions twenty percent (20%) of the GGRF's proceeds on an annual basis to AHSC beginning in FY 2015-16.

Grant Administrator: An employee of the State who manages grants, also called a Grant Manager.

Grant Agreement: A contractual arrangement between the Department and grantee specifying the payment of funds by the Department for the execution of the work program by the grantee.

Grant Performance Period: The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 24 months.

Grant term: The period beginning upon the Department Director's signature of the grant agreement, during which the grantee and the Department execute the work program outlined in said agreement.

Grantee: An applicant that has signed an agreement for grant funding with the State.

Greenhouse Gases: Include, but are not limited to, carbon dioxide, methane, nitrous oxide, hydro fluorocarbons, perfluorocarbons, and sulfur hexafluoride.

Including: Including means "including, but not limited to."

Infrastructure: Specific to SALC, infrastructure refers to the resources upon which an agricultural business relies. This includes, but is not limited to, seed and fertilizer suppliers, veterinary services, water and energy distribution, transportation, drying or processing facilities, and storage or marketing facilities.

Joint Proposal: An application submitted for the Sustainable Agricultural Lands Strategy and Outcome Grants by one lead eligible applicant with one or more eligible applicant(s) (co-applicant). A single Budget and Work Plan must be submitted by the lead applicant. The Budget and Work Plan must describe the funds that will be distributed to lead and co-applicants and identify general activities for which they are used.

Land Trust: A private, nonprofit organization that holds a tax exemption as defined under Section 501(c)(3) of the Internal Revenue Code, and further qualifies as an organization under Section 170(b)(1)(A)(vi) or 170(h)(3) of the Internal Revenue Code. For purposes of the SALC, land trusts eligible to hold agricultural conservation easements must have among their purposes the conservation of agricultural lands.

Living Area: Specific to the SALC, living area is defined by the local jurisdiction that oversees permitting of the project area. Please refer to your local jurisdiction for additional information.

Local Agency Formation Commission (LAFCO): The Cortese-Knox Local Government Reorganization Act (Government Code Section 56000, et seq.) established Local Agency Formation Commissions in each county, empowering them to review, approve or deny proposals for boundary changes and incorporations for cities, counties, and special districts. Among the purposes of a LAFCO are discouraging urban sprawl, preserving open-space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). One of the

primary planning tasks is the establishment of “Spheres of Influence” for the various governmental bodies within their jurisdiction.

Natural Resources: The materials and functions that comprise the natural wealth of an area’s ecosystems, including the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Participating Stakeholder: Cities, counties, local agency formation commissions (LAFCOs), agricultural businesses, agricultural water providers/purveyors, non-governmental organizations (NGOs), community members, and Native American tribes.

Partner(s): Nonprofits, resource conservation districts, or other stakeholders with an interest in conserving agricultural land that are included or play a role in the Applicant’s proposed scope of work.

Project Geographic Area: For purposes of SALC, the physical geographic extent of a proposal assessed to estimate the GHG emission reductions at the application stage; only agricultural lands within the project geographic area that are determined to be at risk of conversion are considered when quantifying the GHG benefit.

Project structure: Attributes that define the agricultural conservation easement project including acreage, boundary, legal access, reserved rights, prohibited uses, fee ownership, mineral estate, and co-benefits.

Reasonable Associated Costs: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the Grant Agreement.
- The restraints or requirements imposed by such factors as: sound business practices; arm’s-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Grant Agreement.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the State.

- o Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Regional Plan: Either of the following: 1) A long-range transportation plan developed pursuant to Section 134(g) of Title 23 of the United States Code and any applicable State requirements, OR 2) A regional blueprint plan, which is a regional plan that implements statutory requirements intended to foster comprehensive planning as defined in Section 65041.1 of Chapter 2.5 (commencing with Section 65080) of Division 1 of title 7, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

Specific Plan: A tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

Sphere of Influence (SOI): The SOI is a plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076). One of the primary planning tasks of each county's LAFCO is the establishment of SOIs for the governmental bodies within their jurisdictions.

State: For purposes of the SALC, State is a general term including the Strategic Growth Council, Department of Conservation, and the Natural Resources Agency or its representatives.

California's Planning Priorities: As defined under Government Code Section 65041.1: The state planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities, shall be as follows:

- A. To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.

- B. To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as deserving special protection.
- C. To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - i. Uses land efficiently.
 - ii. Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
 - iii. Is located in an area appropriately planned for growth.
 - iv. Is served by adequate transportation and other essential utilities and services.
 - v. Minimizes ongoing costs to taxpayers. ([Government code 65041.1\(c\).](#))

Stewardship Fund: Funds dedicated solely for the long-term stewardship of conservation easements. These funds are set aside by the easement holder at the recordation of a conservation easement and dedicated to ensure funding for the cost of annual monitoring and evaluation of easement threats.

Subcontractor: An entity contracting with the applicant that will participate in the proposed work program submitted by the applicant. Subcontractors must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the subcontractor. The State pays the lead applicant, who then pays the subcontractor.

Sustainable Communities Strategy (SCS): A plan that coordinates transportation and land use planning as described in the Sustainable Communities and Climate Protection Act of 2008 in order to meet a region's GHG reduction targets. Each Metropolitan Planning Organization (MPO) shall consider the best practically available scientific information regarding resource areas and farmland in the region when compiling their SCS. Each SCS must be reviewed and accepted by CARB.

APPENDIX J –Management Plan Contents

At a minimum the management plan must:

- A. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Acquisition was acquired. This may include a farm or ranch succession plan.
- B. Include a description of the farm or ranch management system, and, if applicable, irrigation water right volumes needed for the agricultural activity on the property. The management plan may incorporate or refer to information from baseline documentation reports, as appropriate.
- C. Identify required and recommended conservation or management practices that address the purposes and conservation values for which the property was selected, such as those identified in the selection criteria, the eligibility requirements, detailed characteristics of the project, the grant agreement or deed, or other project documents. The management plan may incorporate, or cross-reference practices identified in other plans, such as an organic system plan for organic operations, a comprehensive nutrient management plan for animal feeding operations, or care of historic sites for easements with historical or archeological resources.
- D. Identify additional or specific criteria associated with permissible and prohibited activities consistent with the terms of the deed. For example, if a deed specifies that the location of the building envelope may be adjusted if it does not adversely affect the agricultural resources, the management plan should describe the agricultural resources and how they may be impacted by construction of structures. Not every management plan will need to specify additional or specific criteria for deed terms; whether such criteria are required should be determined by the grantee based on the agricultural resources present on the property and the clarity of the deed restrictions.

The management plan must be approved by the Department and signed by the grantee and landowner prior to the execution of the deed and release of \$10,000 allocated for the management plan. The plan must be developed by a qualified planner or resource conservation district.

The management is a living document that may be updated every 10 years and more frequently as ownership or landowner operations or objectives change and is intended to provide flexibility for management of the land within the purposes of the acquisition the grantee must notify SALC of any changes to the management.

The management plan is considered up-to-date as long as there are no changes to the agricultural operations on the parcel and no changes in

ownership of the parcel. If there are changes to the agricultural operations on the parcel or ownership of the parcel, the management plan must be updated. The grantee and landowner must obtain an updated conservation plan from qualified planner in the event of such changes.

The grantee must report the landowner's management plan's implementation and any changes in the agricultural operation or ownership from the previous year on its annual monitoring report. If the landowner is not complying with the management plan the grantee must identify how compliance will be achieved. If a change in operations or ownership is reported, the grantee must instruct the landowner to update the management plan. If, at the time of the next annual monitoring report, the landowner has not obtained an updated management plan (and it is not due to inaction by SALC), then the landowner is in violation of the provisions of the deed and the grantee is responsible to bring the landowner into compliance.

NOTE TO USERS

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

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

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

☑ EASEMENT ELEMENTS CHECKLIST (ROUND 5)

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

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

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

Recording requested by and when recorded please return to:

[Grantee's name & address]

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

DEED OF AGRICULTURAL CONSERVATION EASEMENT

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

RECITALS

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

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

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

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

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

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

California Civil Code at Part 2, Chapter 4, (commencing with section 815), which defines and authorizes perpetual conservation easements. The California Legislature declares in Section 815 of the California Civil Code that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declares it to be the public policy and in the public interest of the State to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations;

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

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

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

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

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

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

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

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

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

GRANT OF AGRICULTURAL CONSERVATION EASEMENT

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

1. CONSERVATION PURPOSE.

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

2. RIGHT TO USE PROPERTY FOR AGRICULTURAL PURPOSES.

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

3. PROHIBITED USES.

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

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

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

[Use for noncultivated lands where agricultural restrictions were approved]

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

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

[list the permitted restrictions]

4. PERMISSION OF THE GRANTEE.

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

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

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

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

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

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

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

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

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

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

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

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

6. NO SUBDIVISION.

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

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

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

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

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

7. EXTINGUISHMENT OF DEVELOPMENT RIGHTS.

The Landowner hereby grants to the Grantee all development rights except as specifically reserved in this Easement, that were previously, are now or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred by either party to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

This Easement shall not create any development rights.

8. GENERAL PROHIBITION ON SURFACE MINING.

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

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

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

9. PAVING AND ROAD CONSTRUCTION

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

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

10. TRASH AND STORAGE.

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

11. COMMERCIAL SIGNS.

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

12. RECREATIONAL USES

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

13. WATER RIGHTS.

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

14. RIGHTS RETAINED BY THE LANDOWNER.

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

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

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

The Parties intend that this Easement constitute an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Sections 402.1(a)(8) and 423.

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

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

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

damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due to the negligence or willful misconduct of Grantee or any other Grantee Indemnified Party while acting under the authority of Grantee. The Grantee shall be named as an additional insured on Landowner's general liability insurance policy.

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

16. MONITORING.

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

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

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

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

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

17. ENFORCEMENT.

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

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

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

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

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

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

18. TRANSFER OF EASEMENT.

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

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

unreasonably withheld.

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

19. PERPETUAL DURATION AND NO MERGER OF TITLE.

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

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

20. TRANSFER OF PROPERTY INTEREST.

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

21. AMENDMENT OF EASEMENT.

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

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

22. EXTINGUISHMENT, TERMINATION, AND EMINENT DOMAIN

a. Termination.

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

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

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

the Program.

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

The proportionate shares for this Easement are:

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

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

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

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

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

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

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

(NOTE: Additional language may be added for landowners seeking

IRS recognition of a charitable donation)

23. INTERPRETATION.

- a. This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions to give maximum effect to its Purpose.
- b. References to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the Effective Date.

24. NO EFFECT OF GOVERNMENT JURISDICTION.

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

25. NOTICES.

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

To the Landowner:

To the Grantee:

To the Council:

Strategic Growth Council

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

Attn: Sustainable Agricultural Land Conservation Program

801 K Street, MS 14-01

Sacramento, CA 95814

With a copy sent to:

Strategic Growth Council

Attn: Sustainable Agricultural Land Conservation Program

1400 Tenth Street

Sacramento, CA 95814

26. THE LANDOWNER'S ENVIRONMENTAL WARRANTY.

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

- d. "Environmental Law" or "Environmental Laws" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.
- e. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.
- f. If at any time after the Effective Date there occurs a release, discharge or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, the Landowner agrees to take any steps that are required of the Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

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

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

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

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

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

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

29. SEVERABILITY.

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

30. EXECUTION BEFORE A NOTARY PUBLIC AND RECORDATION.

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

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

31. COUNTERPARTS.

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

32. EFFECTIVE DATE.

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

33. ENTIRE AGREEMENT.

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

The exhibits attached to and included in this Easement are:

Exhibit A - Legal Description

Exhibit B - Vicinity Map

Exhibit C - Building Envelope and Existing Improvements

Exhibit D - Prior Encumbrances

34. GRANTEE ACCEPTANCE OF CONVEYANCES AND CONSENT TO RECORDING.

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

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

LANDOWNER

[Landowner's Name].

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

GRANTEE

[Grantee's Name],

a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

Exhibit A
(Legal Description)

Exhibit B
(Vicinity Map)

Exhibit C

(Building Envelope and Existing Improvements)

Exhibit D
(Prior Encumbrances)

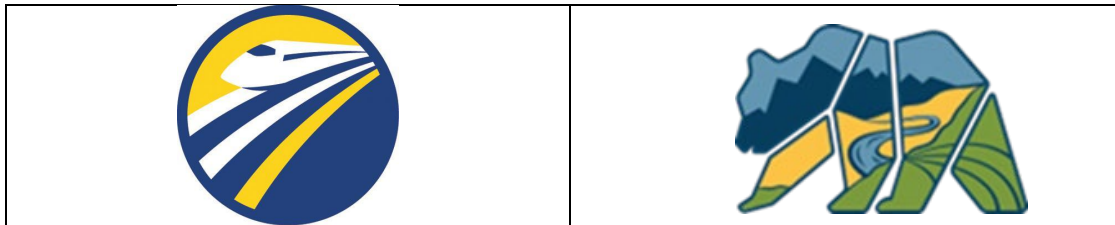
AGRICULTURAL LAND MITIGATION PROGRAM

GRANT GUIDELINES & APPLICATION

STATE OF CALIFORNIA

**DEPARTMENT OF CONSERVATION
&
HIGH-SPEED RAIL AUTHORITY**

Approved for release on June 17, 2019



For additional information, please contact:

**California Department of Conservation
Division of Land Resource Protection**

(916) 324-0850

<http://www.conservation.ca.gov/dlrp>

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ALMP At-A-Glance

Program

The Agricultural Lands Mitigation Program is administered by the Department of Conservation on behalf of the California High-Speed Rail Authority.

Funding Source

This program is funded through the California High-Speed Rail Authority.

Critical Dates (proposed, subject to change)

- Draft Guidelines released for comment—May 9, 2019
- Guidelines adopted—June 17, 2019
- Pre-proposal summaries due—July 22, 2019
- Full Applications due—October 31, 2019

Anticipated approval of projects by the HSRA—January 2020

Contact for Questions

Department of Conservation
Division of Land Resource Protection
Virginia Jameson, Program Manager
almp@conservation.ca.gov
(916) 324-0850

Section 1: Agricultural Lands Mitigation Program Introduction and Program Summary

On behalf of the California High-Speed Rail Authority (Authority), the Department of Conservation administers the Authority's Agricultural Land Mitigation Program. Through permanent agricultural conservation easements, the program compensates for the loss of Important Farmland due to impacts from the alignment and maintenance facilities. To date, there have been two rounds of easement acquisition funding. Round 1 and Round 2 closed February 2017 and May 2017, respectively.

Request for Grant Applications

These **ALMP Guidelines** serve as the basis for the ALMP Request for Grant Applications and cover the following investment types:

- **Agricultural Conservation Easements (Easements)** – Grants to protect Important Farmland through the acquisition of voluntary, permanent agricultural conservation easements (easements).

Program Goals and Objectives

The principal objective of ALMP is to pursue the establishment of agricultural conservation easements in furtherance of the mitigation measure set out in the Authority-approved individual EIR/EIS documents and Mitigation Monitoring and Reporting Plans for the high speed rail (HSR) project. The goal will be to protect agricultural land of equivalent quality and acreage in the general vicinity of the HSR project's alignment, stations, and maintenance facilities at a replacement ratio of not less than 1:1.

Funding

ALMP has approximately \$17 million available for easement acquisitions. There are no minimum or maximum levels of grant funding.

Statutory Authority

The Department's authority for agricultural land protection derives from various sections of statute:

- Public Resources Code Sections 10200-10277, the California Farmland Conservancy Program
- Public Resources Code Sections 10280-10283, Agricultural Protection Planning Grant Program
- Government Code Section 65570, the Farmland Mapping and Monitoring Program
- Government Code Sections 51200-51294.7, the Williamson Act

- Public Resources Code Division 9, governing Resource Conservation Districts

Grant Application

The application process is detailed in Section 2 of these Guidelines. Pre-proposals and applications must be received electronically by 11:59 p.m. on the deadlines specified in the "ALMP At-a-Glance," located at the beginning of the Guidelines.

ALMP applications, forms, and sample documents are available on the Department's website.

Publicity and Confidentiality

Applicants are encouraged to inform landowners and other partners that grant applications may result in publicity.

Because public funds are used to secure easements under this program—or any similar government program—details related to an easement, such as the landowner's name and the amount of the grant, are public records that may be publicly released in accordance with the California Public Records Act.

Nondiscrimination Policy

Consistent with Article I, Section 31 (a) of the California Constitution, the State of California and its programs shall not discriminate against, nor grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

Section 2: Agricultural Conservation Easement Grants

On behalf of the Authority, the Department will work with local, regional, or statewide entities to conserve Important Farmland in an amount commensurate with the quality and quantity of impacted farmland, within the same agricultural regions as the impacts occur.

Eligible Applicants

Cities, counties, nonprofit organizations, resource conservation districts, regional park or open-space districts, regional park or open-space authorities, and California Native American tribes, as identified in Civil Code 815.3, are eligible to apply for funding.

An application can be submitted by either (1) a single applicant where the applicant is the intended easement holder or (2) multiple entities that are collaborating on the acquisition, one of which must be the intended easement holder.

The easement holder must have the conservation of agriculture, rangeland, or farmland among their stated purposes, as is prescribed by statute, or as expressed in the entity's adopted policies.

Nonprofit organizations must hold a tax exemption as defined under Section 501(c)3 of the Internal Revenue Code and further qualify under Internal Revenue Code Sections 170(b)(1)(A)(vi) or 170(h)(3).

Eligible Projects

Easement grants will only be provided to fund the purchase of agricultural conservation easements in Fresno, Madera, Merced, Kern, Kings or Tulare counties.

The property proposed for conservation must contain predominately Prime Farmland, Farmland of Statewide Importance, Farmland of Local Importance, and Unique Farmland.

A complete list of all of the Eligibility Criteria for agricultural conservation easement proposals is listed within the "Eligibility and Selection Criteria for Agricultural Conservation Easement Acquisitions" section.

Proposals that do not meet all of the Eligibility Criteria will not be considered for funding.

Eligible Costs

Only direct costs incurred to acquire the easement during the performance period specified in the Grant Agreement are eligible for payment under this program.

Easement Acquisition Cost

Grants will be awarded to cover up to 100% of the value of the agricultural conservation easement.

Associated Costs

Associated staff costs directly related to the easement acquisition may be eligible for reimbursement if the costs:

- Are approved as part of the application.
- Were incurred after the submission of a complete application and no more than 180 days before the execution of the Grant Agreement.
- Occur during the time period of the written Grant Agreement.
- Include rates comparable to those of similar expertise in the applicable professions.

The stewardship fund amount will be paid after the easement has been recorded with the county. All eligible costs must be supported by appropriate documentation during the invoicing process.

Eligible Associated Costs	Ineligible Associated Costs
<ul style="list-style-type: none"> ○ Fully-burdened applicant staff time for: <ul style="list-style-type: none"> ○ easement negotiations ○ title work ○ project mapping ○ appraisal review and coordination ○ Stewardship funds ○ Technical and legal consulting ○ Appraisal ○ Preliminary title report ○ Baseline conditions report ○ Escrow fees ○ Title insurance fees ○ Property boundary survey(s) ○ Building Envelope survey(s) ○ Environmental site assessment(s) ○ Mineral remoteness evaluation(s) ○ Tribal consultation(s) <p>Payment of associated costs is subject to Department review and approval and shall not exceed ten percent (10%) of the value of the easement for which the costs were incurred.</p>	<ul style="list-style-type: none"> ○ Indirect or overhead costs ○ Travel ○ Ceremonial expenses ○ Expenses for publicity ○ Bonus payments of any kind ○ Interest expenses ○ Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise ○ Services, materials, or equipment obtained under any other State program ○ Real estate brokerage fees and/or expenses ○ CEQA documentation ○ Food or beverages (whether or not incurred as part of meetings, workshops, training, ceremonies, or other events)

Match

Matching contributions are not required under ALMP, however, there may be circumstances in which multiple sources of funds are used. For example, easements could use a different fund source to protect habitat values on the nonagricultural portions of properties. In these situations, the Applicant would report any contributions or donations, including those that affect the purchase price of the easement or the stewardship fund calculation, under the "Other Funds" column of the Budget.

The Authority shall have approval over apportionment of mitigation credits for any easement for which the Authority is not the sole funder or the sole recipient of mitigation credits.

Initial Screening–Pre-proposals

Because the easement grant application process entails a significant amount of work, applicants are required to submit a pre-proposal to the Department prior to submitting an application.

A pre-proposal consists of a structured summary of the proposed easement project, preliminary title report(s) less than twelve months old, as well as maps of the project boundaries, location, and proposed or existing building envelopes. The pre-proposal worksheet is available on the Department's website.

Department grant managers will utilize pre-proposal information to assist the applicant in determining whether the project meets the Eligibility Criteria; identifying what, if any additional information will be needed in the full application; and ascertaining whether the project has title complexities or other issues.

Eligibility and Selection Criteria for Agricultural Conservation Easement Acquisitions

The Eligibility Criteria for this program have been informed by the Department's California Farmland Conservancy Program and the Authority's mitigation requirements. The information submitted in the application package should demonstrate how effectively the proposal will meet ALMP Program goals and objectives, criteria, and readiness.

Projects must meet all Eligibility Criteria to be considered for funding.

Agricultural Conservation Easement Acquisition Eligibility Criteria
<ul style="list-style-type: none"> • The applicant(s) is/are an Eligible Applicant. • The applicant(s) agree(s) to all Conditions of Funding. • The project contains predominately Important Farmland. • The project is located in Fresno, Madera, Merced, Kern, Kings or Tulare county. • The parcel(s) proposed for conservation is/are expected to continue to be used for, and is/are large enough to sustain, commercial agricultural production. • The parcel(s) is/are in an area that possesses the necessary market, infrastructure, and agricultural support services to support long-term commercial agricultural production. • The proposed acquisition is not part of a local government's condition placed upon the issuance of an entitlement for use of a specific property. <p><u>For local government applicants only:</u> The local government applicant has not acquired, nor proposes to acquire, the agricultural conservation easement through the use of eminent domain, unless requested by the owner of the land.</p>

The following table outlines the Selection Criteria on which projects will be scored.

Agricultural Conservation Easement Acquisition Grants	
Selection Criteria	Points
Property is in active agricultural production.	/15
Property located within five miles of the HSR alignment, stations, and maintenance facilities.	/15
The property is in strategic proximity to other permanently protected lands (e.g., other agricultural conservation easements, habitat conservation easements, or other fee-title protection).	/15
The conserved property would act as or add to a community separator between two communities or a green-belt along the edge of a single community.	/15
Property falls within the Applicant's Priority Areas or within a larger, comprehensive permanent protection plan.	/15
Property has adequate water availability and water quality for agricultural purposes.	/10
Property has no known agricultural constraints due to soil or water contamination.	/10

The property is greater than 40 acres.	/10
Property is within 2 miles of a city Sphere of Influence.	/10
Property provides additional conservation values (e.g., open space, view shed, habitat, riparian).	/10
The size of the parcel or parcels comprising the property are above their current minimum zoning.	/5
Property is not encumbered with third party mineral interests.	/5
The property is surrounded by other parcels with sizes and land uses likely to support long-term commercial agricultural production.	/5
The irrigated farmland portion of the property is not within a flood zone and is not on highly erodible land as designated by NRCS.	/5
The proposal demonstrates an innovative approach to agricultural land conservation with a potential for wide application in the state.	/5
The price of the proposed acquisition with the associated costs is cost-effective in comparison to the estimated fair market value of the easement itself.	/5
For land trusts only: The applicant has the technical and fiscal capacity to secure and steward the easement, as evidenced by accreditation by the Land Trust Accreditation Commission.	/5
The property is located within an agricultural preserve.	/5
Total points received/Total points possible	/165

Selection for funding may not be determined by a project's selection criteria score alone. In determining which projects to award grant funding, the Authority may also consider factors including the Authority's goals and objectives, geographic distribution of funds, the urgency of the project, mitigation needs, and the Authority's priorities. Alternate projects may be identified and recommended for approval by the Authority in the current round of funding in the event that any of the recommended projects loses funding or comes in under budget. The Authority may award grants that partially fulfill an applicant's request.

Grant Application Review Process

ALMP staff are available prior to the application deadline to provide technical assistance to eligible applicants interested in submitting an application.

Application Review

All pre-proposals and applications received by the Department will be evaluated based on the materials provided as of the pre-proposal and application deadlines, respectively. Department staff may also review publicly available information as reasonable to verify the provided information. Pre-proposals will be reviewed and technical assistance provided to facilitate the development of competitive grant applications. Applicants interested in receiving technical assistance prior to submission of a pre-proposal may contact the Department with questions. Applications will be reviewed for completeness, whether they meet the Eligibility Criteria, and the extent to which they meet the Selection Criteria. Incomplete applications may not be evaluated or considered for funding at the sole discretion of the State.

Department staff may perform a site visit of each proposed project in order to verify the accuracy of and better understand the proposal, as well as to clarify any outstanding questions identified through the application review. Site visits may be conducted before or after a funding decision by the Authority. Applicants will be asked to make arrangements for a tour of the property, which must be attended by a representative of the applicant and by the property owner or property owner representative.

The Department seeks to provide tentative funding decisions within 90 days of receipt of a complete application. However, complexities associated with some applications may require additional review time and submission of additional documents.

Final funding decisions will be based on the concurrence of the Director of the Department and the Chief Executive Officer of the High-Speed Rail Authority or their designees. Applicants will be notified in writing of the funding decision.

Application Requirements

This section provides additional information regarding the components of the Application.

Agricultural Conservation Easement Acquisition Applications <i>(All components are required unless otherwise noted)</i>	
<ul style="list-style-type: none">○ Grant Application Checklist○ Grant Application Cover Sheet○ Executive Summary (1-page maximum)○ Budget○ Easement Acquisition Summary Sheet○ Certification of Acceptance of Conditions of Funding○ Detailed Characteristics of the Proposed Project (6 pages maximum)○ Applicant Resolution of Support○ Preliminary Title Report, Underlying Documents, and Assessor's Parcel Maps○ Landowner Letter of Intent○ Environmental Documents○ First Opportunity Landowner Supplement (if applicable)	<ul style="list-style-type: none">○ Appraisal or Support for Estimated Easement Value○ Project Geographic Area Map(s)○ Building Envelope Map○ Documentation of Organizational Capacity*○ Documentation of Organizational Eligibility* (documents differ for nonprofit and governmental applicants)
<p>*Applicant may certify that the most current versions of the starred documents are on file with the Department in lieu of submitting the documents themselves.</p>	

For proposals where the proposed easement holder is not the applicant, the applicant must provide the following from the easement holder in the application:

- Certification of Acceptance of Conditions of Funding
- Easement Holder Resolution of Support
- Documentation of Easement Holder's Organizational Capacity
- Documentation of Easement Holder's Organizational Eligibility

Proposed easement holders may certify that the most current versions of the relevant documents are on file with the Department in lieu of submitting the documents themselves.

Eligible applicants are not limited in the number of project proposals they may submit.

Application materials can be found on the Department's website¹ or attached.

¹ <https://www.conservation.ca.gov/dlrp/grant-programs>

General Information Regarding Agricultural Conservation Easement Acquisition Requirements

Conditions of Funding

In order to receive funding from ALMP, the applicant must agree to the following conditions within their application and adhere to these conditions for the entirety of the grant term. Failure to adhere to these conditions will result in denial of funding.

ALMP conditions of funding for easement acquisitions are as follows:

- Clean title to the agricultural conservation easement can be conveyed at close of escrow.²
- The applicant and seller of the agricultural conservation easement agree to restrict the use of the land in perpetuity.
- The easement will prohibit permanent restrictions of agricultural use on existing cultivated lands. Projects may restrict uses on non-cultivated portions of the property, including within or adjacent to riparian or wetlands areas or complexes.
 - For the purposes of this program, sustainable management practices are not considered restrictions on agricultural use.
- The Authority shall have approval over apportionment of mitigation credits for any easement for which the Authority is not the sole funder or the sole recipient of mitigation credits.
- The total purchase price of the proposed easement shall not exceed the appraised fair market value of the easement.
- The easement appraisal must comply with the Department's published Overview and Preparation of Agricultural Conservation Easement Appraisals.
- The appraisal used to establish the easement value must be approved by DGS and the Department.
- The easement acquisition can be completed within 2 years of grant agreement signature.
- The applicant uses accepted accounting practices as promulgated by either the Financial Accounting Standards Board or any successor entity for nonprofit organizations, of the Governmental Accounting Standards Board or any successor entity for public agencies, to the extent those practices do not conflict with any requirement for special districts in statute for local governmental financial affairs.

Property Restrictions

Easement Language

Securing an agricultural conservation easement is a complicated transaction. It represents a multi-generational commitment on the part of the farm family and an equivalent commitment by the easement holder to steward the easement in perpetuity. These factors differentiate the easement application and due diligence process from most grant funding opportunities.

² For the purposes of this program, clean title is defined in the *Title Considerations* section below.

The Department has developed model easement language specific to ALMP to address important terms and conditions that should be contained within each grantee's easement(s). Use of the model easement language will streamline the easement approval process. Should a grantee choose to utilize an alternative template, additional review may be necessary to ensure that the required terms contained in the model easement have been included. Grant applicants should include the ALMP model easement language when discussing easement restrictions with landowners and appraisers.

Discussion of the terms and conditions for the proposed easement with landowners early in the process will significantly expedite easement negotiation and review.

Property Valuation Appraisals

A current easement appraisal will be required to determine the fair market value of the easement, which will be used to determine the state's contribution to the easement acquisition. All appraisals are subject to review and approval by the Department and the California Department of General Services Real Property Services Section (DGS). The grant will only fund the appraisal that establishes the acquisition value used in the easement transaction. This cost will only be covered if the project is approved for funding, the appraisal is approved by the state, and the grantee requests Department reimbursement of associated costs in the grant application. In no situation shall the easement purchase price be greater than the appraised fair market value of the agricultural conservation easement.

The appraisal must be submitted prior to close of escrow, and with sufficient time for Department and DGS review and approval prior to close of escrow.

Any savings that result from a valuation that is lower than the estimated value may be apportioned to the participating funders to preserve the required match.

The applicant must select and retain an independent, certified appraiser to appraise the project property. The appraiser must use the "before and after" method of valuation to calculate the difference between the fair market value and the restricted value. The "before and after" method evaluates the property's market value under two scenarios: first, the current market value without restriction; and second, the diminished value as though encumbered by an agricultural conservation easement. The Department has developed a resource for appraisers and applicants, entitled *Overview and Preparation of Agricultural Conservation Easement Appraisals*, which is available on the Department website.

Applicants are encouraged to thoroughly discuss the restrictions and permitted uses associated with the proposed easement acquisition with the landowner and appraiser

early in the appraisal process³. Major considerations such as reserved home sites or other areas that will not be utilized exclusively for agriculture must be confirmed prior to and be identified in the appraisal, as they will likely affect the easement valuation. Subsequent changes to proposed easement restrictions or permitted uses may necessitate an update to the appraisal.

If a significant amount of time (12 months or more) transpires between the effective date of the appraisal and the anticipated escrow closing date, applicants may be required to obtain an updated appraisal or a letter of certification from the appraiser stating that the easement acquisition value has not changed since the original value was determined.

Use-Based IRS Deductions

If a landowner seeks tax benefits from the Internal Revenue Service in return for the charitable donation of an easement or portion thereof, the timing and requirements of the easement appraisal are critical. See a tax attorney or accountant for more information – the Department is not able to provide the applicant or landowner with assistance relating to this or other tax-benefits. A "special use valuation" and qualified IRS deduction may affect the easement valuation.

³ Applicants should advise appraisers and landowners that appraisals are public records under the California Public Records Act of 1968 (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with §6250).

Title Considerations Due Diligence

Clean title is required in order to protect the state's investment in the easement. For the purposes of ALMP, clean title refers to an absence of deeds, easements, leases, or other potential encumbrances that have the potential to undermine the state's investment. Such encumbrances must be addressed prior to close of escrow because they may grant another person or entity the ability to take action to prohibit the project or impact the easement terms in a manner that contradicts ALMP's goals and objectives.

Encumbrances for utility, road, or neighbor right-of-ways are examples of title issues that do not prohibit the conveyance of clean title under ALMP. A gap in the chain of title or deeds of trust are examples of title issues that do impact clean title under this program, such that without a resolution to those issues, ALMP will not pay for the lands impacted by those issues. Applicants are expected to exercise due diligence to discover and disclose such potential issues in the pre-proposal and application. The Department will also work to identify such issues during its project review. If the applicant submits a full application, a plan to address title issues should be included in the application. The information within this plan will affect the project's readiness.

Disbursement of funds into escrow for the purchase of an easement is contingent upon the Department's determination that identified title concerns have been resolved.

For properties where the surface owner does not have control over at least 51% of the underlying minerals, the mineral rights may be addressed through:

1. A Mineral Remoteness Evaluation which finds that the likelihood of the separated mineral rights being exercised on the relevant parcel(s) is so remote as to be negligible. This finding may be confirmed by the Department's Division of Oil, Gas, and Geothermal Resources and/or the Division of Mine Reclamation.
2. Quiet title action(s) to restrict surface access to mineral rights within the proposed easement boundary, to set aside drilling pads to direct the separated mineral rights holders' extraction to a specific area, or to remove the separated mineral interests from title.
3. Subordination, surface use agreements, or remerger of the separated mineral interests to title.

Advance coordination with the Department and the applicant's title company is highly recommended if any separated mineral interest exists.

Mortgage and Lien Subordination

As part of the easement acquisition process, any liens or other financial encumbrances on the property are required to be either subordinated to the terms of the easement or payed off in closing. Subordination documents are subject to review and approval by the Department.

It is possible that the lender may charge a fee to provide the subordination. Applicants are encouraged to consult lenders early regarding subordination practices.

Affected Landowners – First Opportunity Landowner Supplement

Applications for the purchase of an agricultural conservation easement that are submitted on behalf of landowners whose farmland has been purchased for the construction of the high-speed rail system's right of way or related facilities will be reviewed prior to others received that cycle.

While all proposals must meet the Eligibility Criteria, this provision provides an opportunity for those most affected by high-speed rail to protect their remaining property.

Documentation of the impacts to these landowners, describing the location and scope of impacts relative to the property being proposed for placement of an easement, will be submitted as a one page supplement to the application.

Additional Requirements and Considerations

Secondary Dwelling Units and Farm Worker Housing

The California Legislature has enacted numerous policies to address the state's shortage of housing, particularly affordable housing. Easements funded through this program shall not prohibit either secondary dwelling units or farmworker housing. Any easement restrictions on these dwellings cannot be more restrictive than California Government Code section 65852.2 or California Health and Safety Code section 17021.6, respectively.

Stewardship Funds

The total cost of the easement acquisition includes funds dedicated solely for the long-term stewardship of that easement. Stewardship typically includes the cost of annual monitoring, evaluation and defense of easement threats and are normally not more than 5% of the easement valuation.

Within the Grant Agreement, grantees will certify their ability to effectively manage and account for stewardship funds, whether pooled for all easements or held in separate accounts for individual easements conveyed through the Grant Agreement.

In the Budget itemization, the Applicant should include a stewardship amount that has been calculated to include a principle amount that, when managed and invested, is reasonably anticipated to cover the annual stewardship costs of the property in perpetuity. The stewardship fund amount will be subject to review and approval by Department, and may be different from the original budgeted amount concurrent with any changes to final easement configuration or property valuation. Stewardship funds

will be paid at the same time as the easement transaction costs, after the easement has been recorded with the county.

Annual Compliance Monitoring and Reporting

Regular monitoring of properties under easement is necessary to ensure compliance with the terms of the easement. Beginning the year after the easement is recorded, the Department requires an annual report from the easement holder certifying that the conditions of the easement are being upheld.

Section 3: Post-Funding Decision and Grant Administration

Authority-DOC Approved Projects

All projects approved by the Authority will only receive funding disbursements if the conditions of funding identified in these Guidelines and any additional conditions identified in the award letter are satisfied. The State will not pay for easements that do not close, although the state may reimburse associated costs incurred up to the point that the project withdraws, at the Authority's discretion.

Overview of the Process After Grants Are Awarded

Steps in Executing the Grant Agreement

1. The Department notifies applicant of award, detailing conditions of funding, if any.
2. Department sends grant agreement and materials to grantee. Grant agreements are based on a standard template and have a maximum duration of two years. With written justification from the applicant, the duration of a grant agreement may be extended by up to an additional year.
3. Grantee must submit all supporting materials and a signed agreement within six (6) months of the Authority's award or risk forfeiting the grant award.
4. Grantee signs and returns all required copies back to the State (a fully executed copy will be returned to the grantee).

Steps Upon Signature of the Grant Agreement

1. Grantee commences work and submits invoices at time of easement acquisition and post-closing.
2. Grantee submits quarterly progress reports via electronic file if the grantee is more than one month behind schedule on any task.
3. Grantee submits a project closeout report upon completion of the grant agreement in order to receive its final payment. The State may withhold one hundred percent (100%) of remaining agricultural conservation easement associated costs to ensure that final reports and documentation have been received.
4. All easements require post-project annual monitoring reports and annual endowment reports from the easement holder.

Funding and Accounting

Payment of Grant Funds

Funds cannot be disbursed until there is a fully executed Grant Agreement between the Department and the grantee. Only those eligible costs incurred during the grant term, as outlined in these Guidelines, and as specified in the Grant Agreement will be eligible for payment. All costs must be supported by appropriate invoices, purchase orders, canceled warrants/checks, or other approved documents. Additional

justification of costs such as environmental site assessments, boundary surveys, and mineral remoteness evaluations may be requested at the Department's discretion.

Funds for the purchase of an easement will be deposited into an escrow account established with a title insurance company licensed by the California Bureau of Real Estate for disbursement upon completion of all requirements necessary to close the easement, as outlined in the ALMP grant agreement. At close of escrow, the title insurance company must be able to insure title to the interest being recorded.

Accounting of Grant Funds

It is essential that complete and accurate records be maintained. Grant recipients must maintain an accounting and record keeping system that reflects sound fiscal controls and safeguards. The accounting information must be sufficient so that the total cost of each aspect of the project can be readily determined and records are readily available upon demand. Grant recipients must retain all grant transaction records for a period of three years after final payment is made by the State.

This does not limit requirements for permanent record-keeping of all conservation easement, baseline report, and monitoring-related documents.

Auditing of Fund Expenditures

All expenditures of public funds under this program are subject to audit by the State of California. All grant recipients shall maintain books, records, documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds (including State funds, interest earned, and matching funds by the grant recipient) and the total cost of the project.

Organizational Considerations

Subcontractors and Purchasing

Grant recipients (grantees) may make use of their own staff and such subcontractor(s). Grantees are expected to adhere to the jurisdiction's or organization's competitive bid, internal contracting and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Workplace Certifications and Insurance

Pursuant to the requirements of Government Code §8355, grantees must sign a certification that a drug-free workplace will be provided.

Governmental grantees will be required to show evidence of self-insurance. All other grantees must obtain and keep Worker's Compensation, commercial general liability, and automobile liability insurance policies compliant with specifications provided by

the Department for the term of the Grant Agreement. The insurance specifications are included within the standard grant agreement template. These policies shall cover any acts or omissions of the grantee or its employees engaged in the provision of service specified in the grant agreement.

Grantees shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and are responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the Department within thirty (30) days of Grant Agreement signature.

Loss of Funding (Not a complete list)

The following are examples of actions that may result in a grantee's loss of funding:

- Grantee fails to execute a Grant Agreement within 6 months of project award.
- Grantee withdraws from the grant program.
- Grantee fails to adhere to the conditions of funding specified in these Guidelines.
- Grantee fails to complete the funded work within two years of project award.
- Grantee fails to complete work in a manner that meets the requirements agreed upon.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes scope of work without approval of the Department.
- Grantee changes the subcontractor or partner(s) identified in the work plan or application without approval from the Department.

APPENDIX A – Glossary

The terms used in these grant Guidelines are defined as follows:

Agricultural Conservation Easement (easement): A voluntary, legally recorded deed restriction in perpetuity, as defined in Section 815.1 of the Civil Code. The ACE removes development pressure, prohibits practices that would damage or interfere with the agricultural use of the property, and prevents the restriction of agricultural husbandry practices. The ACE remains in effect even when land changes ownership and maintains the land in private ownership and on the tax rolls.

Agricultural Land: For the purposes of this program, agricultural land includes both cultivated and non-cultivated (e.g., rangeland and pasture) lands.

Agricultural use: For the purposes of the ALMP Program, agricultural activity, operation or facility or appurtenances thereof shall include the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity including timber, viticulture, apiculture, or horticulture, the raising of livestock, fur bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with those farming operations, including preparation for market, delivery to storage or to market, or delivery to carriers for transportation market.

Applicant: An organization requesting funding from this program to be administered by the State and will likely be the same entity as the easement holder. Eligible applicants for the Agricultural Conservation Easement Grants include local governments, nonprofit organizations, resource conservation districts, or a regional park or open-space district, regional park or open-space authorities, and California Native American tribes as identified in Civil Code section 815.3.

Applicant's stated purpose: As described in enabling legislation, adopted by-laws, articles of incorporation, policy, or resolution of the applicant's governing body (does not include statements on website).

Baseline Conditions Report: A comprehensive document that describes the condition of a property placed under conservation easement. The Baseline Conditions Report (BCR) is compiled by the easement holder and is referred to during future monitoring of the easement to determine whether the terms and conditions of the easement are being upheld.

Co-Applicant: An organization or entity that is eligible to apply for funding under ALMP and applies for funding in partnership with a second organization.

Conservation easement: An interest in land, less than fee simple, which represents the right to prevent the development or improvement of the land, as specified in Section 815.1 of the California Civil Code. For the purposes of the ALMP Program, the easement

is held to prevent any use that may diminish or impair purposes other than agricultural production.

Conservation management practices: Conservation management practices include agricultural management practices that sequester carbon, reduce atmospheric GHGs and improve soil health. These practices can include United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Conservation Practice Standards (CPS), California Department of Food and Agriculture Healthy Soils Program Practices, and Carbon Farm Plans.

Fully-Burdened rate: The actual cost of a company to have an employee, aside from the salary the employee earns. Labor burden costs include benefits that a company must, or chooses to, pay for employees included on their payroll. These costs include but are not limited to payroll taxes, pension costs, health insurance, dental insurance, and any other benefits that a company provides an employee.

Fund or Funds: Monies authorized by the California High Speed Rail Authority to the Department of Conservation to develop and administer the Agricultural Land Mitigation Program.

Grant Administrator: An employee of the State who manages grants, also called a Grant Manager.

Grant Agreement: A contractual arrangement between the State and grantee specifying the payment of funds by the State for the execution of the work program by the grantee.

Grant Performance Period: The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be funded from the grant. No work plan should exceed 24 months.

Grant term: The period beginning upon the Department Director's signature of the grant agreement, during which the grantee and the Department execute the work program outlined in said agreement.

Grantee: An applicant that has signed an agreement for grant funding with the State.

Highway: ALMP will rely on CalTrans definitions of a major highway, arterial highway, and intersection. CalTrans defines a major highway as an arterial highway with intersections at grade and direct access to abutting property and on which geometric design and traffic control measures are used to expedite the safe movement of through traffic. Arterial highway is a general term denoting a highway primarily for through traffic usually in a continuous route. For the purposes of ALMP, major highway includes, but is not limited to, freeways. Appropriate traffic control measures for a highway to be considered major include traffic signals and dedicated turn lanes; a traffic sign (i.e. stop sign) alone is not sufficient. Multiple lanes in a single direction would also qualify a highway as major. An intersection is the general area where two or more

roadways join or cross, within which are included roadside facilities for traffic movements in that area. See www.dot.ca.gov/hq/oppd/hdm/pdf/chp0060.pdf.

Including: Including means “including, but not limited to.”

Land Trust: A private, nonprofit organization that holds a tax exemption as defined under Section 501(c)(3) of the Internal Revenue Code, and further qualifies as an organization under Section 170(b)(1)(A)(vi) or 170(h)(3) of the Internal Revenue Code. For purposes of ALMP, land trusts eligible to hold agricultural conservation easements must have among their purposes the conservation of agricultural lands.

Local Agency Formation Commission (LAFCO): The Cortese-Knox Local Government Reorganization Act (Government Code Section 56000, et seq.) established Local Agency Formation Commissions in each county, empowering them to review, approve or deny proposals for boundary changes and incorporations for cities, counties, and special districts. Among the purposes of a LAFCO are discouraging urban sprawl, preserving open-space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). One of the primary planning tasks is the establishment of “Spheres of Influence” for the various governmental bodies within their jurisdiction.

Natural Resources: The materials and functions that comprise the natural wealth of an area’s ecosystems, including the plants, animals, minerals, air, water, and soil. Among these functions are watershed catchment, wildlife migration and habitation, forestry, grazing, and crop production. Of particular importance for complex, large scale natural resources functions are lands that flood, lands that are farmed, lands dedicated to open space, lands designated for mineral extraction, greenbelts, parks and trails, and lands valued for their aesthetics.

Project structure: Attributes that define the agricultural conservation easement project including acreage, boundary, legal access, reserved rights, prohibited uses, fee ownership, mineral estate, and co-benefits.

Reasonable Associated Costs: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the Grant Agreement.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Grant Agreement.
- Market prices for comparable goods or services for the geographic area.

- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the State.
- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Reserved rights: Rights expressly retained or proposed to be retained by the landowner/grantor of an agricultural conservation easement.

Specific Plan: A tool for local government implementation of all or part of an area covered by a general plan. A specific plan can combine policy statements with development regulations. It is often used to address the development requirements for projects such as urban infill developments or planned communities. Its emphasis is on standards and development criteria for projects within the area of the specific plan. A specific plan may be adopted either by resolution or by ordinance. Specific plans must be consistent with all facets of the General Plan (§65450, et seq.).

Sphere of Influence (SOI): The SOI is a plan for the probable physical boundaries and service area of a local government agency (Government Code Section 56076). One of the primary planning tasks of each county's LAFCO is the establishment of SOIs for the governmental bodies within their jurisdictions.

State: For purposes of the this Program, State is a general term including the High-Speed Rail Authority and Department of Conservation or its representatives.

State Planning Priorities: As defined under Government Code Section 65041.1: The State planning priorities, which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the State, including in urban, suburban, and rural communities, shall be as follows:

- (a) To promote infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.
- (b) To protect environmental and agricultural resources by protecting, preserving, and enhancing the State's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the State as deserving special protection.
- (c) To encourage efficient development patterns by ensuring that any infrastructure associated with development, other than infill development, supports new development that does all of the following:
 - (1) Uses land efficiently.

- (2) Is built adjacent to existing developed areas to the extent consistent with the priorities specified pursuant to subdivision (b).
- (3) Is located in an area appropriately planned for growth.
- (4) Is served by adequate transportation and other essential utilities and services.
- (5) Minimizes ongoing costs to taxpayers.⁴

Stewardship Funds: Funds dedicated solely for the long-term stewardship of conservation easements. These funds are set aside by the easement holder at the recordation of a conservation easement and dedicated to ensure funding for the cost of annual monitoring and evaluation of easement threats.

Subcontractor: An entity contracting with the applicant that will participate in the proposed work program submitted by the applicant. Subcontractors must be included in the work plan and budget form. The lead applicant submits invoices on behalf of the subcontractor. The State pays the grantee, who then pays the subcontractor.

⁴ (Amended (as added by Stats. 2002, Ch. 1016) by Stats. 2002, Ch. 1109, Sec. 1. Effective January 1, 2003.)

APPENDIX B – Online Resources

Datasets and Databases including Geographical Information System Layers	
<p>Farmland Mapping and Monitoring Program Department of Conservation http://www.consrv.ca.gov/DLRP/fmmp/Pages/index.aspx</p>	<p>Healthy Communities Data and Indicators Project Department of Public Health https://www.cdph.ca.gov/Programs/OHE/Page/Healthy-Communities-Data-and-Indicators-Project-(HCI).aspx</p>
<p>National Conservation Easement Database U.S. Endowment for Forestry and Communities https://www.conservationeasement.us/</p>	<p>Natural Community Conservation Plans Map Department of Fish and Wildlife https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline</p> <p>Riparian Habitat Conservation Program https://www.wcb.ca.gov/Programs/Riparian</p>
<p>California Protected Areas Database GreenInfo Network http://www.calands.org/data</p>	<p>Geoportal Public Access Department of Technology http://portal.gis.ca.gov/geoportal/catalog/main/home.page</p>
<p>California Conservation Easement Database GreenInfo Network http://www.calands.org/cced</p>	<p>GHG Emission Inventory – Query Tool for 2000-2012 CAL EPA http://www.arb.ca.gov/app/ghg/2000_2012/ghg_sector.php</p>
Land Conservation and Technical Assistance Programs	
<p>California Council of Land Trusts http://www.calandtrusts.org/</p>	<p>California Resource Conservation Districts Department of Conservation http://www.conservation.ca.gov/dlrp/RCD</p>
<p>California Farmland Conservancy Program Department of Conservation http://www.conservation.ca.gov/dlrp/cfcp/Pages/Index.aspx</p>	<p>California State Conservancies Natural Resources Agency http://resources.ca.gov/offices/</p>
<p>Habitat Conservation Planning Programs Department of Fish and Wildlife https://www.wildlife.ca.gov/Explore/Organizations/HCPB</p>	<p>Environmental Quality Incentive Program-NRCS United States Department of Agriculture http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/financial/eqip/</p>
Agriculture	
<p>California Climate Change Portal Department of Food and Agriculture https://www.cdffa.ca.gov/oefi/climate/ Climate Change Consortium for Specialty Crops: Impacts and Strategies for Resilience http://www.cdffa.ca.gov/environmentalstewardship/pdfs/ccc-report.pdf</p>	<p>California Farm Bureau Federation http://www.cfbf.com/</p>
<p>California Climate and Agriculture Network http://calclimateag.org/</p>	<p>Land Conservation Act (Williamson Act) Department of Conservation http://www.consrv.ca.gov/dlrp/lca/Pages/Index.aspx</p>

Farmland Studies and Reports American Farmland Trust https://www.farmland.org/publications	Agricultural Conservation Easement Program-NRCS United States Department of Agriculture http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/easements/acep/
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Land Use	
California Environmental Quality Act (CEQA) Guidelines Office of Planning & Research http://www.opr.ca.gov/ceqa/	Land Use, General Plans, and Disadvantaged Communities Technical Advisory Office of Planning & Research http://opr.ca.gov/docs/SB244_Technical_Advisory.pdf
Guidelines for Classification and Designation of Mineral Lands Department of Conservation http://www.conservation.ca.gov/smgb/Guidelines/Documents/ClassDesig.pdf	Planner's Guide to Specific Plans Office of Planning & Research http://opr.ca.gov/docs/specific_plans.pdf
General Plan Guidelines Office of Planning & Research http://www.opr.ca.gov/planning/general-plan/	Transit Oriented Development (TOD) Resources Department of Housing & Community Development http://www.hcd.ca.gov/financial-assistance/transit-oriented-development-housing-program/tod_housing_program_guidelines.pdf
LAFCOs, General Plans, and City Annexations Office of Planning & Research http://opr.ca.gov/docs/LAFCOs_GeneralPlans_City_Annexations.pdf	California Strategic Growth Council Strategic Plan Strategic Growth Council http://sgc.ca.gov/
Important Farmland Maps Department of Conservation http://www.consrv.ca.gov/dlrp/fmmp/Pages/Index.aspx	Oil and Gas Resources Department of Conservation http://www.consrv.ca.gov/dog/Pages/Index.aspx

Water	
California Water Plan Department of Water Resources https://www.water.ca.gov/Programs/California-Water-Plan	California State Coastal Conservancy Strategic Plan Coastal Conservancy http://scc.ca.gov/files/2013/03/SCC-Strategic-Plan-2013-18.pdf
Safe Drinking Water State Revolving Fund Public Health http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml	Regional Board Water Quality Control Plans (Basin Plans) State Water Resources Control Board http://www.waterboards.ca.gov/plans_policies/

**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 _____ 201_, 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 the subject 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, unique farmland, or farmland of local importance] by the U.S. Department of Agriculture's Natural Resources Conservation Service, and by the California Department of Conservation's 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 warrant 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 of the Baseline Report. The Baseline Report may be used to establish whether a change in the use or condition of the Property has occurred,

1 but its existence shall not preclude the use of other evidence to establish the
2 condition of the Property as of the date of this Easement.

- 3
- 4 C. The California High-Speed Rail Act of 1996 (Chapter 796, Statutes of 1996 [SB
5 1420, Kopp]) authorized the planning and construction of an intercity high-speed
6 train that links the state's major population centers, including Sacramento, the San
7 Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange
8 County, and San Diego. Under the enabling legislation, the California High-
9 Speed Rail Authority ("Authority") was created to oversee the development and
10 implementation of the high-speed train project ("Project"). On June 28, 2013, the
11 Authority entered into an Interagency Agreement with the Department of
12 Conservation ("Department"), amended in part on April 16, 2014 and September
13 24, 2019. Under the Interagency Agreement, the Department is to assist the
14 Authority by providing services to meet the Authority's environmental
15 commitments associated with the conversion of agricultural land to non-
16 agricultural uses by the Project. The Department will assist the Authority with
17 partial mitigation of those impacts via the establishment of permanent agricultural
18 conservation easements on land of similar acreage, location, and quality to that
19 impacted by the alignment and maintenance facilities located within the Central
20 Valley.
- 21
- 22 D. On behalf of the Authority, the Department's California Farmland Conservancy
23 Program ("Program") has made a grant of high-speed rail mitigation funds to the
24 Grantee. This grant of mitigation funds includes an endowment, as defined per
25 Government Code section 65965, which was conveyed solely for the long-term
26 stewardship of the Easement ("Endowment"). The California High-Speed Rail
27 Authority has funded this agricultural land conservation easement to mitigate for
28 the impacts of the high-speed rail project in the [*Merced to Fresno or Fresno to*
29 *Bakersfield*] section on Agricultural Lands. This funding fulfills, in part, the
30 Authority's mitigation commitments for impacts to Important Farmland, by
31 permanently preserving Important Farmland for agricultural use and preventing
32 its conversion to non-agricultural use.
- 33
- 34 E. The Department's grant of funds represents a substantial investment by the people
35 of the State of California in the long-term conservation of valuable agricultural
36 land and the retention of agricultural land in perpetuity. The Property and this
37 Easement have met the Program's eligibility criteria stated in the Request for
38 Grant Applications, including the multiple natural resource conservation
39 objectives that derive from the conservation of agricultural and open space land.
40 The rights vested herein in the State of California arise out of the State's statutory
41 role in fostering the conservation of agricultural land in California, mitigating the
42 significant environmental impacts of its projects, and its role as fiduciary for the
43 public investment represented by these funds.
- 44
- 45 F. The Landowner grants this Easement for valuable consideration to the Grantee for
46 the purpose of assuring that, under the Grantee's perpetual stewardship, the

1 agricultural productive capacity and open space character of the Property will be
2 conserved and maintained forever, and that uses of the land that are inconsistent
3 with these conservation purposes will be prevented or corrected. The parties
4 agree, however, that the current agricultural use of, and improvements to, the
5 Property, as represented in the Baseline Report completed at the time of this
6 Easement’s recordation, are consistent with the conservation purposes of this
7 Easement.
8

9 G. The conservation purposes of this Easement are recognized by, and the grant of
10 this Easement will serve, the following clearly delineated governmental
11 conservation and environmental policies:
12

13 The California Environmental Quality Act (PRC §§21000 et seq.) which
14 requires that significant impacts to the environment resulting from a
15 project be mitigated to the extent feasible;
16

17 California Civil Code at Part 2, Chapter 4, (commencing with section
18 815), which defines and authorizes perpetual conservation easements. The
19 California Legislature declares in Section 815 of the California Civil Code
20 that the preservation of land in its natural, scenic, agricultural, historical,
21 forested, or open-space condition is among the most important
22 environmental assets of California, and further declares it to be the public
23 policy and in the public interest of the State to encourage the voluntary
24 conveyance of conservation easements to qualified nonprofit
25 organizations;
26

27 California Government Code Section 65966 (a), which states that “any
28 conservation easement created as a component of satisfying a local or state
29 mitigation requirement shall be perpetual in duration”;
30

31 California Constitution Article XIII, section 8, California Revenue and
32 Taxation Code sections 421.5 and 422.5, and California Civil Code
33 section 815.1, under which this Agricultural Conservation Easement is an
34 enforceable restriction, requiring that the Property’s tax valuation be
35 consistent with restriction of its use for purposes of food and fiber
36 production and conservation of natural resources;
37

38 Section 75210 of California Public Resources Code, which lists the
39 protection of “agricultural lands to support infill development” as a public
40 policy objective supported by the Program to achieve the long term goals of
41 AB 32 (Chapter 488, Statutes of 2006) and related amendments;
42

43 Section 65041.1 of the California Government Code, which enumerates the
44 protection of “environmental and agricultural resources by protecting,
45 preserving, and enhancing the state’s most valuable natural resources,

1 including working landscapes such as farm, range, and forest lands” among
2 the State’s planning priorities;

3
4
5 Section 10200 et seq. of the California Public Resources Code, which
6 creates the California Farmland Conservancy Program within the
7 Department, provides the Department authority for agricultural land
8 protection, and informs eligibility for funding under ALMP;

9
10 Section 51220 of the California Government Code, which declares a
11 public interest in the preservation of agricultural lands, by providing that
12 “agricultural lands have a definitive public value as open space” and “that the
13 discouragement of premature and unnecessary conversion of agricultural
14 land to urban uses is a matter of public interest”;

15
16 California Food and Agriculture Code Section 821 states that one of the
17 major principles of the State's agricultural policy is "to sustain the long-term
18 productivity of the State's farms by conserving and protecting the soil, water,
19 and air, which are agriculture's basic resources;"

20
21 The California General Plan law section 65300 et seq. and Section 65400
22 et seq. of the California Government Code, and the [*County name*] County
23 General Plan, as updated on [*Update date*], which includes as one of its
24 goals to protect farmland designated as prime, of statewide importance,
25 unique, or of local importance from conversion to and encroachment of
26 non-agricultural uses; and,

27
28 H. The Grantee is a California nonprofit organization within the meaning of
29 California Public Resources Code section 10221 and California Civil Code
30 section 815.3 and is a tax exempt and “qualified conservation organization”
31 within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(vi) as defined by the
32 United States Internal Revenue Code. Grantee, as certified by a resolution of
33 Grantee's Board of Trustees, accepts the responsibility of enforcing the terms of
34 this Easement and upholding its conservation purposes forever.

35
36 *(NOTE: Section H is customized as appropriate to represent the eligible*
37 *applicant/easement holder.)*

1 GRANT OF AGRICULTURAL CONSERVATION EASEMENT

2
3 Now, therefore, for the reasons given, and in consideration of their mutual promises and
4 covenants, terms, conditions and restrictions contained herein, and other good and
5 valuable consideration, the receipt and adequacy of which are hereby acknowledged, the
6 Landowner voluntarily grants and conveys to the Grantee, and the Grantee voluntarily
7 accepts, a perpetual conservation easement, as defined by Sections 815.1 and 815.2 of the
8 California Civil Code and Section 10211 of the California Public Resources Code, and of
9 the nature and character described in this Easement for the purpose described below, and
10 agree as follows:

11
12 1. *Conservation Purpose.*

13
14 The conservation purpose (“Purpose”) of this Easement is to enable the Property
15 to remain in productive agricultural use in perpetuity by preventing and correcting
16 uses of the Property prohibited by the provisions of this Easement. To the extent
17 that the preservation of the open space character and [*scenic, habitat, natural, or*
18 *historic, etc.*] values of the Property are consistent with such use, it is within the
19 Purpose of this Easement to protect those values.

20
21 2. *Right to Use Property for Agricultural Purposes.*

22
23 The Landowner retains the right to use the Property for agricultural purposes, or to
24 permit others to use the Property for agricultural purposes, in accordance with
25 applicable law and this Easement.

26
27 3. *Prohibited Uses.*

28
29 The Landowner shall not perform, nor knowingly allow others to perform, any act
30 on or affecting the Property that is inconsistent with this Easement. Any use or
31 activity that would diminish or impair the agricultural productive capacity of the
32 Property and open space character [*or scenic, habitat, natural, historic etc.*
33 *values*] protected by this Easement, or that would cause significant soil
34 degradation or erosion, restrict agricultural husbandry practices, or that is
35 otherwise inconsistent with the Purpose is prohibited (“Prohibited Use”).

36
37 “Husbandry practices” means agricultural activities, such as those specified in
38 Section 3482.5(e) of the California Civil Code, conducted or maintained for
39 commercial purposes in a manner consistent with proper and accepted customs
40 and standards, as established and followed by similar agricultural operations in
41 the same locality.

42
43 This Easement authorizes the Grantee to enforce these covenants in the manner
44 described herein. However, unless otherwise specified, nothing in this Easement
45 shall require the Landowner to take any action to restore the condition of the
46 Property after any Act of God or other similar event over which the Landowner

1 had no control. The Landowner understands that nothing in this Easement
2 relieves it of any obligation or restriction on the use of the Property imposed by
3 law.

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4. *Permission of the Grantee.*

7 Where the Landowner is expressly required to obtain the Grantee’s permission for
8 a proposed use hereunder, said permission (a) shall not be unreasonably delayed
9 or withheld by the Grantee, (b) shall be sought and given in writing, with copies
10 of all documents to be provided to the Department, and (c) shall in all cases be
11 obtained by the Landowner prior to the Landowner's undertaking of the proposed
12 use. The Grantee shall grant permission to the Landowner only where the
13 Grantee, acting in the Grantee's sole reasonable discretion and in good faith,
14 determines that the proposed use is not a “Prohibited Use” as defined in Section 3.

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5. *Construction or Placement of Buildings and Other Improvements.*

18 The Landowner may undertake construction, erection, installation, or placement
19 of buildings, structures, or other improvements on the Property only as provided
20 in subsections (a) through (e) below. All other construction, erection, installation,
21 or placement of buildings, structures, or other improvements on the Property is
22 prohibited. Before undertaking any construction, erection, installation or
23 placement that requires permission, the Landowner shall notify the Grantee and
24 obtain prior written permission from the Grantee.

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

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(a) Fences – Existing fences may be repaired and replaced without permission of the Grantee. New fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Property, without permission of the Grantee.

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(b) Agricultural Structures and Improvements – Existing agricultural structures and improvements as shown in Exhibit C and more fully described in the Baseline Report, may be repaired, reasonably enlarged, and replaced at their current locations only and entirely within the Building Envelope for agricultural purposes. New buildings and other structures and improvements to be used solely for agricultural production on the Property or sale of farm products predominantly grown or raised on the Property, including barns and equipment sheds, but not including any dwelling or farm labor housing, may be built, repaired, reasonably enlarged, and replaced on the Property only and

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1 entirely within the Building Envelope. Any other agricultural production or
2 marketing-related structures may be constructed only with permission of the
3 Grantee pursuant to Section 4, and then only and entirely within the Building
4 Envelope.

- 5
6 (c) Residential Dwellings – The single-family dwelling shown in Exhibit C may
7 be repaired, enlarged or replaced only at the current location entirely within
8 the Building Envelope. Said single-family dwelling shall not exceed three
9 thousand square feet (3,000 sq. ft.) of living area. No other residential
10 structures may be constructed or placed on the Property except for agricultural
11 employee housing per Section 5(d).

12
13 *(NOTE: With approval of the funder(s), this section may need to be modified*
14 *depending on the circumstances of the property and other factors)*

- 15
16 d) Secondary Dwelling Units and Farm Worker Housing: This Easement shall
17 not prohibit either secondary dwelling units or farmworker housing

18
19 *(NOTE: The California Legislature has enacted numerous policies to address*
20 *the state's shortage of housing, particularly affordable housing. Any*
21 *easement restrictions on these dwellings cannot be more restrictive than*
22 *California Government Code section 65852.2 or California Health and Safety*
23 *Code section 17021.6, respectively.)*

- 24
25 (d) Utilities and Septic Systems – Wires, lines, pipes, cables or other facilities
26 providing electrical, gas, water, sewer, communications, energy generation, or
27 other utility services solely to serve the improvements permitted herein or to
28 transmit power generated on the Property may be installed, maintained,
29 repaired, removed, relocated and replaced. In addition, septic or other
30 underground sanitary systems serving the improvements permitted herein may
31 be installed, maintained, repaired, replaced, relocated or improved, but must
32 be located within the Building Envelope.

33
34 Power generation and transmission facilities primarily for agricultural and
35 other permitted uses on the Property may be constructed within the Building
36 Envelope. Power generated in excess of requirements on the Property may be
37 sold to appropriate public utilities. Notwithstanding the foregoing,
38 commercial power generation, collection or transmission facilities, including
39 wind or solar farms outside of Building Envelope, and the conveyance of any
40 rights-of-way over, under or on the Property for any such purpose, are
41 prohibited.

42
43 6. *No Subdivision.*

44
45 The division, subdivision, defacto subdivision, or partition of the Property,

1 including transfer of development rights, whether by physical, legal, or any other
2 process, is prohibited.

3
4 The Landowner and Grantee acknowledge and understand that the Property is
5 currently comprised and is described in Exhibit A as [number] legal parcel(s),
6 and that no additional, separate legal parcels currently exist within the Property
7 that may be recognized by a certificate of compliance or conditional certificate of
8 compliance pursuant to California Government Code section 66499.35 based on
9 previous patent or deed conveyances, subdivisions, or surveys. The Landowner
10 will not apply for or otherwise seek recognition of additional legal parcels within
11 the Property based on certificates of compliance or any other authority.

12
13 Landowner will not sell, exchange, convert, transfer, assign, mortgage or
14 otherwise encumber, alienate or convey any parcel associated with the Property or
15 portion of any parcel of the Property separately or apart from the Property as a
16 whole, and Landowner and its successors in interest will at all times treat all
17 parcels of the Property as a single integrated economic unit of property, provided,
18 however, that a lease of a portion of the Property for agricultural or other
19 permitted uses (subject to this Easement) shall not be prohibited by this sub-
20 section.

21
22 Lot line adjustment may be permitted only with the written approval of the
23 Grantee pursuant to Section 4, in conjunction with the approval of the local
24 jurisdiction, and for purposes of maintaining, enhancing or expanding agricultural
25 practices or productivity on the Property.

26
27 *7. Extinguishment of Development Rights.*

28
29 The Landowner hereby grants to the Grantee all development rights except as
30 specifically reserved in this Easement, that were previously, are now or hereafter
31 allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the
32 parties agree that such rights are released, terminated, and extinguished, and may
33 not be used on or transferred by either party to any portion of the Property as it
34 now or later may be bounded or described, or to any other property adjacent or
35 otherwise, or used for the purpose of calculating permissible lot yield of the
36 Property or any other property. This Easement shall not create any development
37 rights.

38
39 *8. General Prohibition on Surface Mining.*

40
41 Except as specifically authorized herein, the mining, removal or extraction on or
42 from the area subject to this Easement of soil, sand, gravel, aggregate, rock, oil,
43 natural gas, fuel, or any other mineral substance, through a surface mining,
44 removal or extraction method or from above a depth of 150 feet below the surface
45 of the Property is prohibited. This prohibition includes the installation of roads or
46 pipelines for transportation of the aforesaid resources.

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

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

9. *Paving and Road Construction.*

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

10. *Trash and Storage.*

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

11. *Commercial Signs.*

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

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

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

1 and security, or for the purpose of monitoring this Easement.

2
3 13. *Water Rights.*

4
5 The Landowner shall retain and reserve all ground water, and all appurtenant, prescriptive, contractual or other water rights appurtenant to the Property at the
6 time this Easement becomes effective. The Landowner shall not permanently
7 transfer, encumber, lease, sell, or otherwise separate such quantity of water or
8 water rights from title to the Property itself. Permanent separation of water or
9 water rights is prohibited. All water shall be retained in [County name] County
10 for agricultural production and used in conjunction with the improvements
11 permitted by Section 5 of this Easement only.
12

13
14 Water may be distributed to a contiguous property or other property owned or
15 leased by the Landowner on an annual basis for agricultural production only. Any
16 temporary distribution of water shall not impair the long-term agricultural
17 productive capacity or open space character of the Property.
18

19 14. *Rights Retained by the Landowner.*

20
21 Subject to Section 7 and to interpretation under Section 23, as owner of the
22 Property, the Landowner reserves all interests in the Property not transferred,
23 conveyed, restricted, prohibited or extinguished by this Easement. These
24 ownership rights include, but are not limited to, the right to sell, lease, or
25 otherwise transfer the Property to anyone the Landowner chooses, as well as the
26 right to privacy, the right to exclude any member of the public from trespassing
27 on the Property, and any other rights consistent with the Purpose of this
28 Easement. Nothing contained herein shall be construed as a grant to the general
29 public of any right to enter upon any part of the Property.
30

31 Nothing in this Easement relieves the Landowner of any obligation or restriction
32 on the use of the Property imposed by law.
33

34 15. *Responsibilities of the Landowner and the Grantee Not Affected.*

35
36 Other than as specified herein, this Easement is not intended to impose any legal
37 or other responsibility on the Grantee, or in any way to affect any existing
38 obligation of the Landowner as owner of the Property. Among other things, this
39 shall apply to:
40

- 41 (a) Taxes – The Landowner shall be solely responsible for payment of all taxes
42 and assessments levied against the Property. If the Grantee ever pays any
43 taxes or assessments on the Property, or if the Grantee pays levies on the
44 Landowner’s interest in order to protect Grantee’s interests in the Property,
45 the Landowner will reimburse the Grantee for the same. It is intended that
46 this Easement constitute an enforceable restriction within the meaning of

1 Article XIII, Section 8 of the California Constitution and that this Easement
2 qualify as an enforceable restriction under the provisions of California
3 Revenue and Taxation Code Sections 402.1(a)(8) and 423.
4

5 (b) Upkeep and Maintenance – The Landowner shall be solely responsible for the
6 upkeep and maintenance of the Property, to the extent it may be required by
7 law. The Grantee shall have no obligation for the upkeep or maintenance of
8 the Property. If the Grantee acts to maintain the Property in order to protect
9 the Grantee’s interest in the Property, the Landowner will reimburse the
10 Grantee for any such costs.
11

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

31 Neither the Grantee, the Department, the Authority, nor their Agents and
32 Assigns shall have responsibility for the operation of the Property, monitoring
33 of hazardous conditions on it, or the protection of the Landowner, the public
34 or any third parties from risks relating to conditions on the Property. Without
35 limiting the foregoing, neither the Grantee, the Department, the Authority, nor
36 their respective Agents and Assigns shall be liable to the Landowner or other
37 person or entity in connection with consents given or withheld, or in
38 connection with any entry upon the Property occurring pursuant to this
39 Easement, or on account of any claim, liability, damage or expense suffered or
40 incurred by or threatened against the Landowner or any other person or entity,
41 except as the claim, liability, damage, or expense is the result of the gross
42 negligence or intentional misconduct of the Grantee, the Department, the
43 Authority, and/or their respective Agents and Assigns.
44

45 The Landowner’s indemnification of the Department and the Authority shall
46 extend to ensure that neither the Department nor the Authority shall incur any

1 liability for the actions or inactions addressed herein.

2
3 16. *Monitoring.*

- 4
5 (a) The Grantee shall manage its responsibilities as holder of this Easement in
6 order to uphold the Purpose of this Easement. The Grantee's responsibilities
7 include, but are not limited to, annual monitoring, such additional monitoring
8 as circumstances may require, record keeping, and enforcement of this
9 Easement, for the purpose of preserving the Property's agricultural productive
10 capacity and open space character in perpetuity. Failure of the Grantee to
11 carry out these responsibilities shall not impair the validity of this Easement or
12 limit its enforceability in any way. With reasonable advance notice (except in
13 the event of an emergency circumstance or prevention of a threatened breach),
14 Grantee shall have the right to enter upon, inspect, observe, monitor and
15 evaluate the Property to identify the current condition of, and uses and
16 practices on the Property and to determine whether the condition, uses and
17 practices are consistent with this Easement.
18
- 19 (b) Grantee shall indemnify, defend with counsel of Landowner's choice, and
20 hold Landowner harmless from, all expense, loss, liability, damages and
21 claims, including Landowner's attorneys' fees, if necessary, arising out of
22 Grantee's entry on the Property, unless caused by a violation of this Easement
23 by Landowner or by Landowner's negligence or willful misconduct.
24
- 25 (c) The Grantee shall report to the Department by June 30 of each year after the
26 annual monitoring visit, describing method of monitoring, condition of the
27 Property, stating whether any violations were found during the period,
28 describing any corrective actions taken, the resolution of any violation, and
29 any transfer of interest in the Property. Failure to do so shall not impair the
30 validity of this Easement or limit its enforceability in any way.
31

32 17. *Enforcement.*

- 33
34 (a) The Grantee may take all actions, including legal actions, that it deems
35 necessary to ensure compliance with the terms, conditions, covenants, and
36 purposes of this Easement. The Grantee shall have the right to prevent and
37 correct violations of the terms, conditions, covenants, and purposes of this
38 Easement. If the Grantee finds what it believes is a violation or potential
39 violation, it may at its discretion take appropriate legal action to ensure
40 compliance with the terms, conditions, covenants, and purposes of this
41 Easement and shall have the right to correct violations and prevent the threat
42 of violations. Except when an ongoing or imminent violation could
43 irreversibly diminish or impair the agricultural productive capacity and open
44 space character of the Property, the Grantee shall give the Landowner written
45 notice of the violation or potential violation, and thirty (30) days to correct it,
46 before filing any legal action.

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

- (c) Without limiting the Landowner’s liability, the Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost Conservation Values be impossible or impractical for whatever reason, the Grantee shall return to the Department its proportionate share of any damages recovered.

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

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

18. *Transfer of Easement.*

- (a) This Easement may only be assigned or transferred to an entity authorized to

1 hold such Easement as specified under Section 815.3 of the California Civil
2 Code and that has similar purposes to preserve, is capable of managing the
3 Easement, and protecting the mitigation of the impacts to agricultural lands
4 and open space. Such an assignment or transfer may proceed only if the entity
5 expressly agrees to assume the responsibility imposed on the Grantee by the
6 terms of this Easement and is expressly willing and able to hold this Easement
7 for the Purpose for which it was created. All assignment and assumption
8 agreements transferring the Easement shall be recorded in <County name>
9 County within thirty (30) days.

10
11 (b) If the Grantee should desire to assign or transfer this Easement, the Grantee
12 must obtain written permission from the Department, which permission shall
13 be subject to subsection (d) below and not be unreasonably withheld.

14
15 (c) If the Grantee or its successors ever ceases to exist or no longer qualifies
16 under Section 170(h) of the U.S. Internal Revenue Code, or applicable state
17 law, the Department, in consultation with any other funders, shall identify and
18 select an appropriate private or public entity to whom this Easement shall be
19 transferred.

20
21 (d) The balance of the Endowment shall be conveyed along with the Easement to
22 the entity to whom the Easement is transferred or assigned. Pursuant to
23 Government Code section 65968(e), the entity shall certify with the
24 Department that it meets all of the requirements therein. The entity shall
25 assume the annual fiscal reporting to the Department in accordance with
26 Government Code section 65966(e)(1).

27
28 *19. Perpetual Duration and No Merger of Title.*

29
30 (a) Pursuant to California Civil Code at Part 2, Chapter 4, (commencing with
31 section 815), which defines and authorizes perpetual conservation easements,
32 and California Government Code Section 65966 (a) that requires conservation
33 easements to be perpetual when created to satisfy a local or state mitigation
34 requirement; this Easement shall run with the land in perpetuity. Every
35 provision of this Easement that applies to the Landowner or the Grantee shall
36 also apply to their respective agents, heirs, executors, administrators, assigns,
37 and all other successors as their interests may appear.

38
39 (b) No merger of title, estate or interest shall be deemed effected by any previous,
40 contemporaneous, or subsequent deed, grant, or assignment of an interest or
41 estate in the Property, or any portion thereof, to the Grantee, or its successors
42 or assigns. It is the express intent of the parties that this Easement not be
43 extinguished by, merged into, modified, or otherwise deemed affected by any
44 other interest or estate in the Property now or hereafter held by the Grantee or
45 its successors or assigns.

1 20. *Transfer of Property Interest.*

2
3 (a) Any time the Property itself, or any interest in it, is transferred by the
4 Landowner to any third party, the Landowner shall notify the Grantee and the
5 Department in writing at least thirty (30) days prior to the transfer of the
6 Property or interest, and the document of conveyance shall expressly
7 incorporate by reference this Easement. Any document conveying a lease of
8 the Property shall expressly incorporate by reference this Easement. Failure
9 of the Landowner to do so shall not impair the validity of this Easement or
10 limit its enforceability in any way.

11
12 (b) Prior to any sale, lease, license or other transfer of any interest in the Property,
13 the Landowner shall inform the prospective transferee of this Easement and its
14 terms and provide them with a copy of this Easement. Any such subsequent
15 owners, lessees, licensees, or transferees shall succeed to and be bound by the
16 terms of the Easement.

17
18 21. *Amendment of Easement.*

19
20 (a) This Easement may be amended only with the written consent of the
21 Landowner, the Grantee, and the Director of the Department. Any such
22 amendment shall be consistent with the Purpose of this Easement and with the
23 Grantee's easement amendment policies, and shall comply with all applicable
24 laws, including Section 170(h) of the Internal Revenue Code, or any
25 regulations promulgated in accordance with that section, and with Section 815
26 et seq. of the California Civil Code, and the California Farmland Conservancy
27 Program Act as codified in Section 10200 et seq. of the California Public
28 Resources Code, and any regulations promulgated thereunder. No
29 amendment shall diminish or affect the perpetual duration or the Purpose of
30 this Easement, nor the status or rights of the Grantee under the terms of this
31 Easement.

32
33 (b) This Easement and any amendment to it shall be recorded in [*County name*]
34 County. A copy of the recorded amendment shall be provided to the
35 Department within thirty (30) days of recordation. Any purported amendment
36 that is recorded without the prior approval of the Funding Agencies is null and
37 void.

38
39 22. *Termination of Easement and Eminent Domain.*

40
41 (a) Termination.

42
43 (i) It is the intention of the parties that the Purpose of this Easement shall be
44 carried out forever as provided in the Section 815 et seq. of the California
45 Civil Code and the Program. Pursuant to California Government Code
46 Section 65966 (a), this Easement is established to satisfy a local or state

1 mitigation requirement, and cannot be terminated pursuant to the
2 administrative termination provision defined in Public Resources Code
3 sections 10270 et seq.
4

5 Accordingly, Landowner expressly waives on behalf of Landowner and
6 Landowner's successors and assigns all rights to terminate or extinguish
7 this Easement, or request that this Easement be terminated or extinguished
8 pursuant to the administrative termination provisions set forth in Sections
9 10270 et. seq. of the Public Resources Code.
10

11 (ii) If circumstances arise in the future that render the Purpose of this
12 Easement impossible to accomplish, this Easement may be terminated or
13 extinguished, whether in whole or in part, on the initiative of the Grantee
14 or the Landowner, but only by judicial proceedings in a court of
15 competent jurisdiction. The Grantee shall give notice to the Department
16 of any prospective termination or extinguishment of this Easement not less
17 than 60 business days before initiating such proceedings. The Department
18 may intervene in any such judicial proceedings to protect or retain this
19 Easement.
20

21 (iii) In the event that the Easement is terminated, the balance of the
22 Endowment shall revert to the Department. The Department shall use the
23 Endowment balance in accordance with the intent of the Interagency
24 Agreement, as referenced in Recital C.
25

26 (iv) No inaction or silence by the Grantee shall be construed as abandonment
27 of the Easement. The fact that the Property is not in agricultural use, or
28 that agricultural use is no longer possible, is not reason for termination or
29 extinguishment of this Easement so long as the Purpose of this Easement
30 remains possible to accomplish. Other than pursuant to eminent domain
31 or an involuntary acquisition for a necessary public use by public agency,
32 corporation, or other entity or individual with the power of eminent
33 domain (Acquiring Entity), no other voluntary or involuntary sale,
34 exchange, conversion, transfer, assignment, lease, mortgage or other
35 encumbrance, alienation or conveyance of any kind of all or part of the
36 Property, or of any interest in it, shall limit, terminate or extinguish the
37 provisions of this Easement.
38

39 (v) Should all or part of the Property or any interest in it be proposed for
40 acquisition for a necessary public use by an Acquiring Entity, the
41 Landowner and the Grantee shall join in appropriate actions to recover the
42 full value of the proposed acquisition and all incidental or direct damages
43 resulting from the proposed acquisition as well as all other payments to
44 which they may be entitled by law (Compensation). The Acquiring Entity
45 shall pay Compensation directly to the Landowner and the Grantee. The
46 Compensation of such proceeding of the Landowner and the Grantee shall

1 be divided in accordance with the proportionate values of the Landowner's
2 and the Grantee's interests as specified in this Section 22(b), unless
3 otherwise provided by applicable law.
4

5 (vi) If the Landowner receives notice, formal or informal, that any Acquiring
6 Entity intends to exercise its power of eminent domain as to the Property
7 or any portion thereof or any interest therein, Landowner shall promptly,
8 and in any event not less than fifteen (15) business days after receipt of
9 such notice, give written notice to the Grantee, the Department, and the
10 Authority of such receipt together with a copy of any and all
11 communications related to such prospective eminent domain proceedings.
12 The Landowner shall thereafter promptly provide to the Grantee and the
13 Department copies of all further communications related to such
14 proceedings and cooperate with the Grantee and the Department in
15 responding to such proceedings.
16

17 (vii) Acquisition of the Easement through the power of eminent domain
18 shall follow the process outlined in Section 10261 of the California Public
19 Resources Code, the eminent domain laws of the State of California,
20 including Section 1240.510 or Section 1240.610 of the Code of Civil
21 Procedure, federal law, and this Easement. The Property may not be taken
22 by eminent domain or in lieu of eminent domain if the planned use is more
23 than seven (7) years in the future (California Code of Civil Procedure
24 section 1240.220). Purchase in lieu of condemnation, or settlement of an
25 eminent domain proceeding, shall occur pursuant to applicable laws and
26 procedures, including but not limited to California Government Code
27 sections 7267.1 and 7267.2, and shall require approval of the Grantee, the
28 Director of the Department, and the Authority. The Grantee and the
29 Department shall have an opportunity to accompany the appraiser for the
30 Acquiring Entity when the appraiser goes on the Property with
31 Landowner.
32

33 (viii) Should this Easement be condemned or otherwise terminated on
34 any portion of the Property, the balance of the Property shall remain
35 subject to this Easement and reimbursement shall be pro-rated. In this
36 event, all relevant related documents shall be updated and re-recorded by
37 the Grantee to reflect the modified easement area. Encumbrances junior to
38 this Easement shall remain subordinate to the Easement as amended.
39

40 (b) Compensation.

41
42 (i) The grant of this Easement gives rise to a property right immediately
43 vested in Grantee.
44

45 (ii) Compensation of the Grantee and the Department shall proceed as
46 follows. The value of the Easement terminated or extinguished shall be
47 determined in accordance with this Section 22(b), and the Grantee shall

1 receive from the Landowner the entire value of the Easement to the extent
2 terminated or extinguished. Until such compensation is paid to the
3 Grantee in full, the amount of that compensation shall be a first priority
4 lien on the Property with the same seniority as this Easement.
5

6 (iii) This Easement shall not be deemed terminated or extinguished until such
7 payment is received by the State of California, Department of
8 Conservation California Farmland Conservancy Program Fund. The
9 Department, in using any proceeds received, shall use the funds in
10 accordance with the intent of the Interagency Agreement, as referenced in
11 Recital C.
12

13 (iv) Any compensation or proceeds paid to the Grantee for the taking by
14 eminent domain or by purchase in lieu of eminent domain of all or any
15 portion of this Easement, whether by agreement, by court order or
16 otherwise, shall be allocate between the Grantee and the Department
17 proportionately to the contribution each made to the purchase of this
18 Easement as specified below:

19 The proportionate shares for this Easement are:
20 X% Grantee and X% Department.
21

22 (v) As of the date of this Easement and based on the appraisal relied upon to
23 fund the acquisition of this Easement, "Easement Percentage" is hereby
24 defined and established as the ratio of the value of the Easement at the
25 time of this acquisition to the value of the Property, unencumbered by the
26 Easement, at the time of this acquisition. The values shall exclude any
27 amounts attributable to improvements on the Property. This Easement
28 Percentage shall remain constant.

29 The Easement Percentage on this Property is: X%.
30

31 (vi) The parties stipulate and agree that the Easement shall have a fair market
32 value determined as the greater of:
33

34 (A) The fair market value of the Property, excluding the value of the
35 improvements on the Property, as though unencumbered by this
36 Easement, at the time of the proposed termination, multiplied by the
37 Easement Percentage; or
38

39 (B) The fair market value of the Easement at the time of the proposed
40 termination.
41

42 (C) The fair market valuation shall be determined by an appraisal
43 performed by a qualified appraiser jointly selected by the Landowner,
44 the Grantee and the Department. Appraisals shall conform to the
45 Uniform Standards of Professional Appraisal Practices.
46

1 (D) If the Landowner has initiated termination of the Easement through a
2 judicial proceeding, the Landowner shall pay the cost of the appraisal,
3 and the appraisal is subject to approval by the Department. Nothing
4 herein shall prevent the Landowner, the Grantee, or the Department
5 from having an appraisal prepared at its own expense.
6

7 (vii) If the Grantee obtains payment on a claim under a title insurance policy
8 insuring this Easement, payment shall be distributed as set forth this
9 Section 22(b).
10

11 *(NOTE: Additional IRS language may need to be used for landowners seeking*
12 *IRS recognition of a charitable donation)*
13

14 **23. Interpretation.**
15

16 (a) This Easement shall be interpreted under the laws of the State of California,
17 resolving any ambiguities and questions of the validity of specific provisions
18 so as to give maximum effect to its conservation purposes.
19

20 (b) References to specific authorities in this Easement shall be to the statute, rule,
21 regulation, ordinance, or other legal provision that is in effect at the time this
22 Easement becomes effective.
23

24 (c) No provision of this Easement shall constitute governmental approval of any
25 improvements, construction or other activities that may be permitted under
26 this Easement.
27

28 **24. Notices.**
29

30 Any notices to the Landowner and the Grantee required by this Easement shall be
31 in writing and shall be personally delivered or sent by First-Class Mail to the
32 following addresses, unless a party has been notified by the other of a change of
33 address:
34

35 To the Landowner:

36 To the Grantee:

38 Any notices required by this Easement to be sent to the Department shall be in
39 writing and shall be personally delivered or sent by First-Class Mail, at the
40

1 following address, unless a party has been notified by the Department of a change
2 of address:

3
4 To the Department:

5
6 Department of Conservation
7 801 K Street, MS 14-01
8 Sacramento, CA 95814
9 Attn: California Farmland Conservancy Program

10
11 Any notices required by this Easement to be sent to the Authority shall be in
12 writing and shall be personally delivered or sent by First-Class Mail, at the
13 following address, unless a party has been notified by the Authority of a change
14 of address:

15
16 To the High Speed Rail Authority:

17
18 High Speed Rail Authority
19 770 L Street, Suite 800
20 Sacramento, CA 95814
21 Attn: Environmental Planning

22
23 *25. The Landowner's Environmental Warranty.*

24
25 (a) Nothing in this Easement shall be construed as giving rise to any right or
26 ability in the Grantee, the Department, or the Authority to exercise physical or
27 management control over the day-to-day operations of the Property, or any of
28 the Landowner's activities on the Property, or otherwise to become an "owner"
29 or "operator" with respect to the Property as those words are defined and used
30 in environmental laws, including the Comprehensive Environmental
31 Response, Compensation, and Liability Act of 1980 ("CERCLA"), as
32 amended or any corresponding state and local statute or ordinance.

33
34 (b) The Landowner warrants that it has no actual knowledge of a release or
35 threatened release of any Hazardous Materials on, at, beneath or from the
36 Property. Moreover the Landowner hereby promises to defend and indemnify
37 the Grantee, the Department, and the Authority against all litigation, claims,
38 demands, penalties and damages, including reasonable attorneys' fees, arising
39 from or connected with the release or threatened release of any Hazardous
40 Materials on, at, beneath or from the Property, or arising from or connected
41 with a violation of any Environmental Laws. The Landowner's
42 indemnification obligation shall not be affected by any authorizations
43 provided by the Grantee to the Landowner with respect to the Property or any
44 restoration activities carried out by the Grantee at the Property; provided,
45 however, that the Grantee shall be responsible for any Hazardous Materials
46 contributed after this date to the Property by the Grantee.

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- (c) Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.
- (d) The Landowner warrants that it shall remain in compliance with, all applicable Environmental Laws. The Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.
- (e) “Environmental Law” or “Environmental Laws” means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.
- (f) If at any time after the effective date of this Easement there occurs a release, discharge or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, the Landowner agrees to take any steps that are required of the Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

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

The Landowner represents and warrants that it owns the entire fee simple interest in the Property, including the entire mineral estate except as otherwise identified in this Easement, and hereby promises to defend this Easement against all claims that may be made against it.

Any and all financial liens or financial encumbrances with priority over this Easement existing as of the date of the recording of this Easement have been subordinated. Exhibit D (Prior Encumbrances) sets forth all prior encumbrances.

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The Landowner represents and warrants that the Property is not subject to any other conservation easement whatsoever.

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

- (a) With permission of the Grantee pursuant to Section 4, the Landowner may grant subsequent easements, including conservation easements, interests in land, or use restrictions on the Property. Under no circumstances shall the Grantee approve the granting of subsequent easements, interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the Property.
- (b) The Grantee’s written approval shall be obtained at least thirty (30) days in advance of the Landowner’s execution of any proposed subsequent easement, interests in land, or use restriction on the Property, and such subsequent easements, interests in land, and use restrictions shall make reference to and be subordinate to this Easement.
- (c) The Grantee shall notify the Department immediately upon receipt of request by the Landowner to grant a subsequent easement, interest in land, or use restriction on the Property, and provide copies of documents associated with such a request to the Department.
- (d) The Grantee shall notify the Department in the event that it approves the grant of any subsequent easement, interest in land, or use restriction on the Property.

28. *Severability.*

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

29. *Entire Agreement.*

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

The exhibits attached to and included in this Easement are:
Exhibit A - Legal Description
Exhibit B - Vicinity Map

1 Exhibit C - Building Envelope and Existing Improvements
2 Exhibit D - Prior Encumbrances
3

4 30. *Acceptance.*
5

6 As attested by the signature of its [*Position title*] affixed hereto, as authorized by
7 Grantee's Board of Directors/Trustees, in exchange for consideration, the Grantee
8 hereby accepts without reservation the rights and responsibilities conveyed by this
9 Deed of Agricultural Conservation Easement.
10

11 To Have and To Hold, this Deed of Agricultural Conservation Easement unto the
12 Grantee, its successors and assigns, forever.
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14

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

3

4 LANDOWNER

5

6 [*Landowner's Name*].

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8 By: _____

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10 Name: _____

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12 Title: _____

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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 _____

ACKNOWLEDGEMENT

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State of California
County of _____)

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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 _____

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Exhibit A
(Legal Description)

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Exhibit B
(Vicinity Map)

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Exhibit C
(Building Envelope and Existing Improvements)

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Exhibit D
(Prior Encumbrances)

Appendix F: Annual and Per Capita Funds Spent Per Calendar Year

Year	California Farmland Conservancy Program			Rangeland, Grazing Land, and Grassland Protection Program			Sustainable Agricultural Lands Conservation Program			Agricultural Land Mitigation Program		
	Program Funds Spent in a Single Year	Cumulative Funds Spent to Date	Per Capita Investment to Date	Program Funds Spent in a Single Year	Cumulative Funds Spent to Date	Per Capita Investment to Date	Program Funds Spent in a Single Year	Cumulative Funds Spent to Date	Per Capita Investment to Date	Program Funds Spent in a Single Year	Cumulative Funds Spent to Date	Per Capita Investment to Date
2019	\$0	\$88,569,039	\$2.24	\$0	\$35,488,624	\$0.90	\$9,972,766	\$30,525,752	\$0.77	\$7,465,930	\$11,677,189	\$3.95
2018	\$0	\$88,485,139	\$2.24	\$0	\$35,488,624	\$0.90	\$10,919,679	\$19,544,479	\$0.50	\$1,572,212	\$4,211,259	\$1.44
2017	\$0	\$88,485,139	\$2.25	\$0	\$35,488,624	\$0.90	\$7,630,750	\$8,624,800	\$0.22	\$2,639,047	\$2,639,047	\$0.91
2016	\$796,100	\$88,485,139	\$2.26	\$0	\$35,488,624	\$0.91	\$493,650	\$994,050	\$0.03			
2015	\$1,328,444	\$87,689,039	\$2.25	\$0	\$35,488,624	\$0.91	\$500,400	\$500,400	\$0.01			
2014	\$2,706,369	\$86,360,595	\$2.24	\$0	\$35,488,624	\$0.92						
2013	\$0	\$83,654,226	\$2.19	\$1,075,969	\$35,488,624	\$0.93						
2012	\$6,215,519	\$83,654,226	\$2.20	\$1,329,900	\$34,412,655	\$0.91						
2011	\$7,077,707	\$77,438,707	\$2.06	\$4,074,104	\$33,082,755	\$0.88						
2010	\$3,387,000	\$70,361,000	\$1.89	\$6,258,281	\$29,008,651	\$0.78						
2009	\$5,463,000	\$66,974,000	\$1.81	\$0	\$22,750,370	\$0.62						
2008	\$0	\$61,511,000	\$1.68	\$4,008,276	\$22,750,370	\$0.62						
2007	\$11,511,000	\$61,511,000	\$1.70	\$4,511,439	\$18,742,094	\$0.52						
2006	\$5,840,000	\$50,000,000	\$1.39	\$3,593,168	\$14,230,655	\$0.40						
2005	\$8,160,000	\$44,160,000	\$1.23	\$6,937,136	\$10,637,487	\$0.30						
2004	\$4,300,000	\$36,000,000	\$1.01	\$3,700,351	\$3,700,351	\$0.10						
2003	\$6,140,000	\$31,700,000	\$0.90									
2002	\$9,390,405	\$25,560,000	\$0.73									
2001	\$5,413,082	\$16,169,595	\$0.47									
2000	\$7,276,513	\$10,756,513	\$0.32									
1999	\$1,143,000	\$3,480,000	\$0.10									
1998	\$1,500,000	\$2,337,000	\$0.07									
1997	\$837,000	\$837,000	\$0.03									

Data Sources: AFT Annual PACE Survey, U.S. Census Bureau Population Estimates

For the purposes of this table, respondents reported on a calendar year basis. Cumulative totals were calculated at the end of each calendar year. For all years except 2018 and 2019, the previous cumulative total was subtracted from the more recent year's cumulative total to estimate the annual spending.



Appendix G: Funds Spent by Fiscal Year Snapshot: 2014 to 2020

	California Farmland Conservancy Program ¹	Rangeland, Grazing Land, and Grassland Protection Program	Sustainable Agricultural Lands Conservation Program	Agricultural Land Mitigation Program
FY 14-15	\$ 597,000	\$ -	\$ 3,063,550	\$ -
FY 15-16	\$ -	\$ -	\$ 25,207,802	\$ -
FY 16-17	\$ 180,000	\$ -	\$ 17,803,238	\$ -
FY 17-18	\$ 1,322,000	\$ -	\$ 5,826,384	\$ 4,008,265
FY 18-19	\$ -	\$ -	\$ -	\$ 7,313,914
FY 19-20	\$ -	\$ -	\$ -	\$ 102,926
Totals	\$ 2,099,000	\$ -	\$ 51,900,974	\$ 11,425,105
Grand Total				\$ 65,425,079

Source: Email from DOC Staff

¹ CFCP figures represent appropriations only,
not expenditures.

Source: Email from WCB Staff

Source: Email from DOC Staff for FY14-
FY19, and SALC Staff Report for FY19-20

Source: Email from DOC Staff

