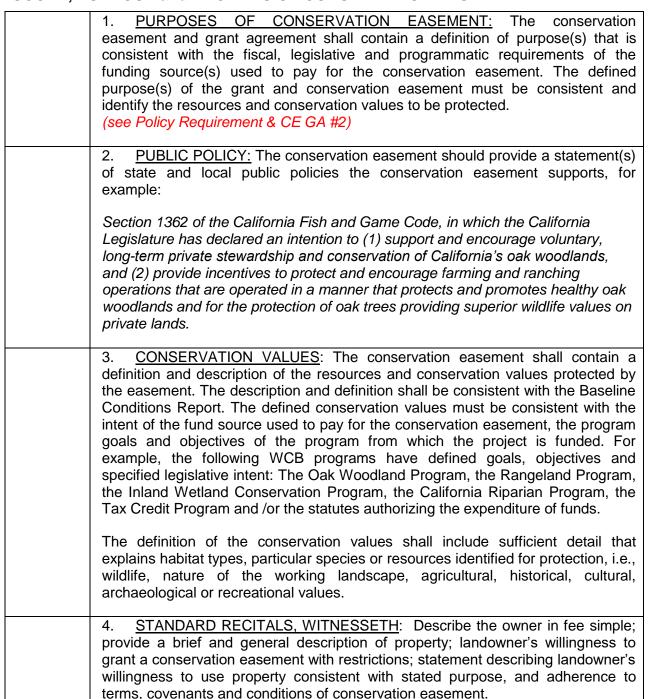
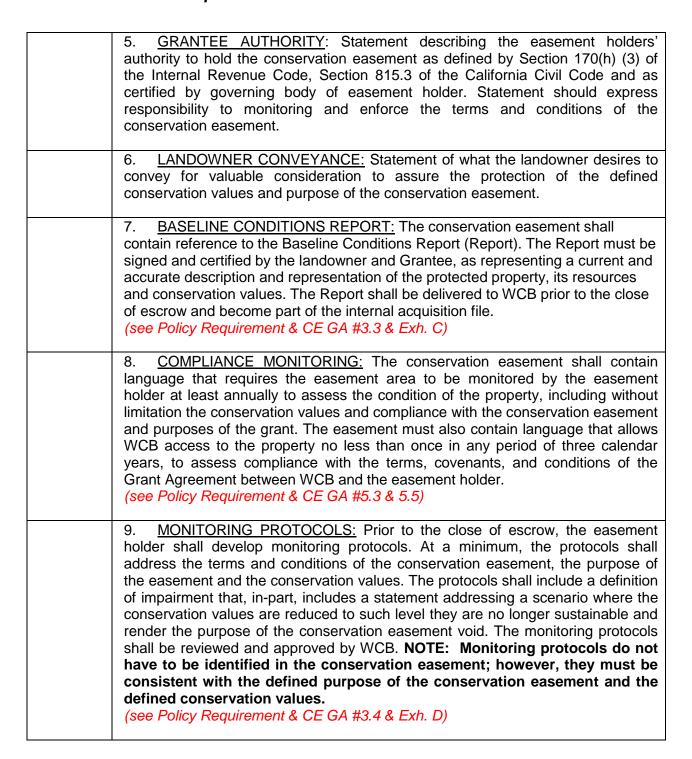
### Project: CE Holder:

#### WCB CONSERVATION EASEMENTS MINIMUM REQUIREMENTS

#### SCOPE, PURPOSE and RECITALS OF CONSERVATION EASEMENT





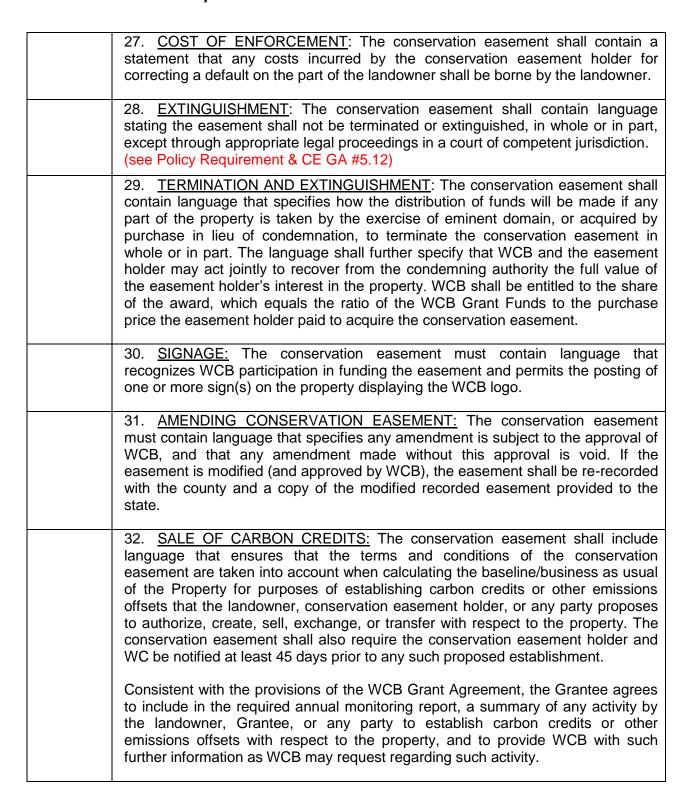
10. MONITORING REPORT: Commencing one year after the close of escrow and every year thereafter, the easement holder shall provide a written report to WCB describing and assessing the condition of the easement area and condition of the conservation values. The monitoring report shall address each of the approved monitoring protocols, including an assessment of the conservation values. Adequate language in the conservation easement may include: "The monitoring report shall address each of the monitoring protocols as required in the WCB Grant Agreement".

(see Policy Requirement & CE GA #5.4)

## TERMS, CONDITIONS AND RESTRICTIONS

11. <u>GRANTOR RIGHTS</u> : 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 or otherwise burden the sustainability of the conservation values.
12. <u>GRANTEE RIGHTS:</u> Statements of what the Grantor (landowner) grants and conveys to the Grantee (either 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. <u>PERMITTED USES:</u> 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. <u>PROHIBITED USES:</u> 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. <u>APPLICABLE LAWS:</u> The conservation easement shall contain a statement the landowner is responsible for complying with applicable laws.
17. <u>PUBLIC ACCESS</u> : 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 state that public access has not been created.

18. <u>INDEMNIFICATION AND HOLD HARMLESS</u> : The conservation easement shall contain language of indemnification and hold harmless on the part of the landowner.
19. <u>OPERATION AND MAINTENANCE</u> : 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. (see Policy Requirement & CE GA #5.8)
21. <u>SUBORDINATE LIENS ON PROPERTY</u> : The conservation easement shall contain language that all liens must be subordinate to the conservation easement and any rights or interests of the state.
22. <u>SECURITY FOR DEBT</u> : 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. <u>NOTICES</u> : The conservation easement shall contain all applicable information for notifying the easement holder and the state. Notices must be in writing.
24. <u>BREACH OF ESSENTIAL CONDITIONS</u> : 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. <u>REMEDIES</u> : 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 the obligations and responsibilities of the former easement holder. (see Policy Requirement & CE GA #7.1 & 7.2)
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.



33. <u>MITIGATION CREDITS:</u> The conservation casement shall contain language identifying that it may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization, or entitlement for use ("Mitigation"), including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the written approval of the state acting through the Executive Director of WCB or its successor.
34. <u>FOREST LANDS:</u> For conservation easements on property that consists completely of forest lands, or includes some forest lands, Grantee shall ensure that the terms of the conservation easement require an associated easement management plan (or similar document) whereby the landowner agrees to: (1) maintain and improve forest health through promotion of a more natural tree density, species composition, structure, and habitat function, (2) make improvements that increase the land's ability to provide resilient, long-term carbon sequestration and net carbons stores as well as watershed functions, and (3) provide for retention of larger trees and a natural range of age classes, and ensure the growth and retention of these larger trees over time.  "Forest lands" are lands primarily suited to growing timber and forest products such as sawlogs, pilings, poles, split products, pulpwood, bolts, bark, and other products.
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36. <u>EXHIBITS:</u> 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 (HEADQUARTERS AREA)
Agricultural Building Envelope (HEADQUARTERS AREA)
Location of Existing Buildings (HEADQUARTERS AREA)
Intensified Agricultural Envelope
Gravel Quarries

(Corres: Minimum Requirements WCB CE: REV 01-30-19)