

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