

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Conformed Copy To:

Space above Line for Recorder's Use

GRANT DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT DEED is made this _____ day of _____, 2019, by _____ ("Grantor"), in favor of _____ ("Grantee"), with reference to the following facts:

R E C I T A L S

1. WHEREAS, Grantor is the sole owner in fee simple title of real property consisting of approximately _____ acres in Butte County, California, described in Exhibit A and shown more particularly on the map attached as Exhibit B, hereinafter referred to as the "**Property**"; and
2. WHEREAS, Grantee is authorized to hold easements within the provisions of Section 815.3(b) of the California Civil Code and other provisions of California law; and
3. WHEREAS the Property possesses significant conservation values that are of great importance to Grantee, Butte County, and the people of the State of California; and
4. WHEREAS, significant conservation values of the Property, hereinafter referred to as "**Conservation Values**" include, without limitation, blue oak woodland habitat; and
5. WHEREAS, Grantor and Grantee intend that the Conservation Values of the Property be preserved and maintained in perpetuity by permitting only those land uses on the Property that are consistent with the preservation and protection of blue oak woodland habitat; and
6. WHEREAS, Grantor, as the owner in fee simple of the Property, owns the affirmative rights to identify, preserve, and protect in perpetuity the features and values of the Property for the preservation and protection of blue oak woodland habitat; and
7. WHEREAS, the State of California has recognized the public importance and validity of Conservation Easements by enactment of Section 815 et seq. of the California Civil Code; and

8 WHEREAS, Grantor will operate, manage and maintain the Property for environmental mitigation resulting in the preservation and protection of the blue oak woodland habitat; and

9. WHEREAS, to accomplish all of the aforementioned purposes, Grantor intends to convey to Grantee and Grantee intends to obtain a conservation easement, hereinafter referred to as "Conservation Easement", restricting the uses that may be made of Property for the public purpose of protecting the Conservation Values of the Property in perpetuity in order to mitigate for certain impacts as result of the Butte 191 Safety Improvements (Paradise Realignment) between PM 6.8 and 8.6 project in Butte County that was implemented the State of California, by and through its Department of Transportation, (hereinafter the "Caltrans").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, based on the common law and, further pursuant to California law, including Section 815 *et seq.* of the California Civil Code, Grantor voluntarily grants in perpetuity to Grantee, its successors and assigns, a Conservation Easement, in, on, over and across all of the Property which is subject to the terms and conditions hereinafter set forth, restricting the uses in perpetuity which may be made of the Property. With that purpose in mind, the Parties agree as follows:

1. PURPOSE. The purposes of this Conservation Easement is to preserve and protect the Conservation Values of the Property by ensuring that the Property will be retained forever in an undeveloped condition, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property; and to confine the use of the Property to those activities which are consistent with those purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats.

2. EASEMENT DOCUMENTATION REPORT. The Parties acknowledge that a written Easement Documentation Report, has or will be completed and is referred to as the _____ dated _____, ("**Report**"), which by this reference is incorporated herein, has been prepared in connection with this Conservation Easement acquisition, and that the Report has been approved by Grantee and Grantor, and reviewed by Caltrans. The Report shall be kept on file with the Grantor and the Grantee at their respective addresses. The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Property at the time this Conservation Easement was delivered to Grantee. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the Parties may use any and all relevant documents, surveys, reports, plans and other evidence and information to assist in the resolution of the controversy.

3. GRANTEE'S RIGHTS. To accomplish the purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

A. The right to monitor, preserve, identify and protect in perpetuity, the Conservation Values of the Property;

B. The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and Caltrans, provided that neither Grantee nor Caltrans shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property; notwithstanding the foregoing, however, in the event of an emergency, Grantee's and Caltrans's right to enter shall be immediate;

C. The right to enjoin any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Conservation Purposes of this Conservation Easement;

D. The right to use and consume all appurtenant mineral, air and water rights necessary to protect and to sustain the Conservation Values of the Property; and

E. All present and future development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property in order to ensure that said rights are hereby terminated and extinguished and may not be hereafter exercised or transferred unless otherwise expressly set forth in this Conservation Easement.

4. PERMITTED USES OF THE PROPERTY. Except as prohibited or otherwise limited by Paragraph 5 below and Exhibit C "Prohibited Uses" attached hereto, Grantor specifically retains for itself, its successors in interest and invitees, the right to use and enjoy the Property as set forth in Exhibit D "Permitted Uses" attached hereto, and in any other manner which is consistent with the Conservation Purposes of this Conservation Easement.

5. PROHIBITED USES OF THE PROPERTY. The Property shall not be used in any manner that is inconsistent with the Conservation Purposes, including but not limited to those prohibited uses specifically listed on Exhibit C "Prohibited Uses".

6. OPERATION, MANAGEMENT AND MAINTENANCE OF THE PROPERTY. Grantor will operate, manage and maintain the Property in accordance with the Conservation Purposes of this Conservation Easement and Section 4, Permitted Uses. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by person(s) whose activities may degrade, or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 3 of this Conservation Easement, including, but not limited to, Grantee's water rights.

7. REMEDIES.

A. Notice of Violation; Corrective Action. Caltrans, as a third party beneficiary of this Conservation Easement, shall have the same rights as Grantee under this section to enforce the terms of this Conservation Easement. If Grantee becomes aware that a violation of the terms of this Conservation Easement has occurred or is threatened to occur, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation results in physical injury to the Property resulting from any use or activity prohibited by this Conservation Easement, to restore the

portion of the Property so injured. At the time of giving any such notice, Grantee shall give a copy of the notice to Caltrans. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice from Grantee, or if the violation cannot reasonably be cured within such fifteen (15) day period, and Grantor fails to begin curing such violation within the fifteen (15) day period and to diligently pursue such cure until finally cured, Grantee shall have all remedies available at law or in equity, *ex parte* as necessary, to enforce the terms of this Conservation Easement. Grantee's remedies include, without limitation, the right to seek a temporary or permanent injunction with respect to such prohibited activity or misuse, to cause the restoration of that portion of the Property damaged by such prohibited activity or misuse to the condition that existed prior to the undertaking of such prohibited activity, and to recover damages resulting from the prohibited activity or misuse of the Property. The rights and remedies described in this Paragraph 7 shall be cumulative and shall be in addition to all rights and remedies hereafter existing at law or in equity, including, but not limited to, the rights and remedies set forth in Civil Code section 815 et seq., inclusive. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, and to specific performance of the terms of this Conservation Easement, in addition to such other relief to which Grantee may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, the California Attorney General has standing as an interested party in any proceeding affecting this Conservation Easement.

B. Costs. Any costs incurred by Grantee or Caltrans, where it is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

C. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by the Department of Fish and Game.

D. Emergency Enforcement. In the case of emergency, Grantee or Caltrans may pursue its remedies under this Paragraph 7 without prior notice to Grantor or without waiting for the period to cure to expire.

E. Grantee's and Caltrans' Discretion. Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of Grantee or Caltrans, and the failure of Grantee or Caltrans to discover a violation or to take action under this Paragraph 7 shall not be deemed or construed to be a waiver of Grantee's or Caltrans' rights hereunder in the event of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's or Caltrans' rights under this Conservation Easement. No delay or omission

by Grantee or Caltrans in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. RECORDING. Grantee agrees that this Deed shall be recorded in the County of Butte, State of California. Grantee shall arrange for a conformed copy to be sent to the Department of Transportation, District 3, Attention Right of Way, PO Box 911, Marysville, California, 95901.

9. ASSIGNMENT/AMENDMENT. Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3, and only with the prior written consent of Grantor and Caltrans. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and upon written approval by Caltrans. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration except as noted herein. Any such amendment and any assignment shall be recorded in the official records of the County where the Property is located.

10. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that a party's liability, if any, for acts or omissions occurring prior to transfer shall survive transfer.

11. ACTS BEYOND GRANTOR'S CONTROL. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or Caltrans to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement; (ii) or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (iii) acts by Grantee or its employees.

12. NOTICE/APPROVAL.

A. If the particular proposed use is a special event or other use which, by its nature, is non-recurring, permission to carry out, or failure to object to, such proposed use or activity shall not constitute consent to the same use or event at a subsequent time. Similarly, consent or failure to object to a particular use shall not constitute a waiver of the right to consent to any different use or activity.

B. Any written notice called for in this Conservation Easement may be delivered (1) in person; (2) by certified mail, return receipt requested, postage prepaid; (3) by a reputable overnight courier that guarantees next business day delivery and provides a receipt and addressed as follows:

Grantee:

Copies To: Department of Transportation
P.O. Box 911
Marysville, CA 95901
Attn: Mitigation Specialist, District 3

Grantor:

Either Party from time to time by written notice to the other, designate a different address which shall be substituted for the one above specified. Notice is deemed to be given upon delivery in the case of personal delivery or delivery by overnight courier or in the case of delivery by first class mail, (five) days after deposit into the United States Mail, postage prepaid.

13. ACCESS. This Conservation Easement does not give or grant to the public a general right of access or any specific right to enter upon or use the Property or any portion thereof, except that Grantee or Caltrans has the right to traverse and/or cross the Property to access other contiguous properties which have similar Conservation Easements held by Grantee or Caltrans.

14. REPRESENTATIONS AND WARRANTIES. Grantor makes the representations and warranties to Grantee set forth in Paragraphs A, B, C, D, and E below. Grantee makes the representations and warranties to Grantor set forth in Paragraph F below.

A. Environmental Defects: Grantor represents and warrants that Grantor shall comply with all Environmental Laws in using the Property and that Grantor shall keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials, as that term is defined in Paragraph 22 below.

B. State of Title: Grantor represents and warrants that Grantor has good and sufficient title to the Property, that there are no mortgages, liens, encumbrances or other interests in the Property which have not been expressly subordinated to this Conservation Easement Deed, that the Property is not subject to any other conservation easement deeds, and that Grantor has full right and authority to grant this Conservation Easement.

C. Compliance with Laws: Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Property.

D. No Litigation: There is no action, suit or proceeding which is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

E. Authority To Grant Conservation Easement. Grantor has full right and authority to grant this Conservation Easement. The person executing this Conservation Easement on behalf of Grantor represents that the execution of this Conservation Easement has been duly authorized by Grantor.

F. Authority to Accept Conservation Easement. Grantee has full right and authority to accept this Conservation Easement. The persons accepting this Conservation Easement on behalf of Grantee represent that the execution of this Conservation Easement has been duly authorized by Grantee.

G. Additional Easements: Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee and Caltrans approval. Grantee or Caltrans may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 15(g) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 18.

15. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES.

A. General. Except as otherwise provided in this Conservation Easement, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor agrees that Grantee or Caltrans shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property.

B. Taxes. Grantor agrees to pay any and all real Property taxes, assessments, fees, and charges levied by competent authority on the Property before delinquency. Grantor shall furnish Grantee with satisfactory evidence of any payment related to this paragraph upon request.

C. No Liens. Grantor shall keep Grantee's interest in the Property free of any liens, including liens actually or allegedly arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

D. Insurance. Grantor shall be solely responsible for the premiums for any general liability insurance obtained by Grantor with respect to acts on the Property.

E. Permits; Compliance with Laws. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

F. Joint and Several Obligations. If more than one person or entity constitutes Grantor, the obligations of each and all of them under this Conservation Easement shall be joint and several.

16. INDEMNIFICATION: Grantor hereby agrees to indemnify, defend, and hold harmless Grantee, Department, its members, directors, officers, employees, agents, representatives, and contractors and their heirs, successors and assigns (the "Grantee's Indemnified Parties") and Caltrans and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (the "Caltrans Indemnified Parties") from and against any costs, liabilities, losses, penalties, damages, claims or expenses (including, without limitation, reasonable attorneys' fees and experts' fees) and litigation costs, cause of action demands, orders, liens, or judgments (each a "Claim" and, collectively, "Claims") which the Grantee's Indemnified Parties or Caltrans' Indemnified Parties may suffer or incur as a result of or arising out of: (a) the activities of the Grantor on the Property; (b) the inaccuracy of any representation or warranty made by the Grantor; (c) any breach of this Conservation Easement; (d) 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, unless due to the negligence of any of the Grantee Indemnified Parties or Caltrans Indemnified Parties; or (e) the existence or administration of this Conservation Easement except, Caltrans and its officers or employees and Grantor shall not be liable for civil damages for injuries caused by employees or contractors of Grantee if the injury occurs while those persons are conducting survey, management, or recovery efforts with respect to species listed as threatened or endangered.

If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee or Caltrans, defend such action or proceeding by counsel reasonably acceptable to the Grantee's Indemnified Party or reimburse Grantee or Caltrans for all charges incurred for legal services in defending the action or proceeding.

17. RUNNING WITH THE LAND. This Conservation Easement shall burden and run with the Property in perpetuity. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply in perpetuity to their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interests may appear and shall benefit in perpetuity Grantee and its successors and assigns.

18. SUBSEQUENT TRANSFERS. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and Caltrans of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or Caltrans shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee or Caltrans to perform any act

provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

19. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Conservation Easement are intended to be perpetual. If any provision or purpose of the Conservation Easement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be void or invalid, the remainder of the provisions and purposes of the Conservation Easement, and the application of such provision or purpose to persons or circumstances other than those as to which it is found to be void or invalid, shall not be affected thereby.

20. CONDEMNATION.

A. Caltrans has funded the purchase of this Conservation Easement from Grantor in the name of Grantee in order to mitigate and/or compensate for impacts as result of present and future transportation projects that are located within the service areas described in the Plan. The purchase price, which includes all rights contained herein this Conservation Easement of the Property for the preservation and protection of the Conservation Values. In the event of any condemnation, bankruptcy, or other taking by exercise of the power of eminent domain which damages, impairs, or destroys the protected habitat values purchased by Department, Department shall be entitled to compensation in accordance with applicable law for the value of the Easement taken and Grantor shall be entitled to compensation, if any, in accordance with applicable law for the value of the underlying Fee taken. The value is agreed to be ____ for the Conservation Easement and _____ for the underlying Fee.

B. The condemning authority, shall notify Caltrans of the proposed taking by sending written notice to: State of California, Department of Transportation, Legal Division, 1120 N Street, (MS 57) Sacramento, California 95814.

C. There shall be no obligation to pay Caltrans if Caltrans and Grantee approve in a signed writing that those proceeds may be used for the protection of equivalent environmental resources for the same Conservation Purposes and protected by similar conditions to the extent applicable.

21. EXTINGUISHMENT. If circumstances arise in the future that render it impossible to preserve and protect the Conservation values on the Property, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which Grantor and Department are respectively entitled shall be calculated in the same manner as set in Provision 20 above.

22. INTERPRETATION.

A. Liberally Construed. It is the intent of this Conservation Easement to preserve the Conservation Values protected herein to the extent reasonably possible, notwithstanding hardship or changes in surrounding conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate their purposes of preserving and

protecting in perpetuity the Conservation Values described above, effectuating the policy and purposes of Civil Code Section 815, et seq., and allowing Grantor use and enjoyment of the Property as provided herein.

B. Ambiguity. The parties acknowledge that each party and its counsel have reviewed and negotiated this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

C. Conflict. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of California, the county in which the Property is located or any other governmental entity with jurisdiction, or if any provision is found to be ambiguous, the more restrictive provisions which protect the Conservation Purposes shall apply.

D. Governing Law. This Conservation Easement shall be interpreted in accordance with the laws of the State of California, disregarding the conflicts of law principles of such state.

E. Captions. The captions have been inserted solely for convenience of reference and are not part of the Conservation Easement and shall have no effect upon construction or interpretation.

F. No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties and the CALTRANS Indemnified Parties (each as defined in Section 9.2) from and against any and all Claims (as defined in Section 9.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except that (I) this indemnification shall be inapplicable to the Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee, its employees or agents and (II) this indemnification shall be inapplicable to the Caltrans Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Caltrans, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Caltrans Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Caltrans, defend such action or proceeding by counsel reasonably acceptable to the Caltrans Indemnified Party or reimburse Caltrans for all charges incurred in defending the action or proceeding.

Grantor makes the representation and warranty set forth in Section 15.A above. Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives to Grantee or Caltrans:

(1) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq. and hereinafter “CERCLA”);

(2) The obligations or liabilities of a person described in 42 U.S.C. §9607(a)(3) or (4);

(3) The obligations of a responsible person under any applicable Environmental Laws, as defined below;

(4) The right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or

(5) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

G. Definitions:

(1) The terms “Grantor,” “Grantee,” and Caltrans wherever used in this Conservation Easement and any pronouns used in place thereof, shall mean and include, respectively, the above-named Grantor Grantee and Caltrans, their respective personal representatives, heirs, devisees, assigns, and all other successors with respect to such party’s rights and obligations under this Conservation Easement.

(2) The term “Hazardous Materials” includes, without limitation, (a) material that is flammable, explosive, or radioactive; (b) petroleum products; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or regulated substances, as defined in CERCLA (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. section 6901 et seq.), the Hazardous Waste Control Law (Cal. Health & Safety Code section 25100 et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other similarly designated material that is regulated by, or gives rise to liability under, any other Environmental Law, whether now in effect or enacted after this date.

(3) The term “Environmental Laws” includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, the environment, natural resources, hazardous materials, or protection of human health, safety or welfare.

(4) The term “Long-term Management” means the continuous management actions and/or resource investments necessary to achieve results that positively affect the long-term recovery of the species.

23. ENTIRE AGREEMENT. This Conservation Easement, together with the attached exhibits and schedules, the Easement Documentation Report, the Land Management Plan, and any documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof. This Conservation Easement supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement.

24. COUNTERPARTS. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

25. EXHIBITS. The following exhibits are attached to and hereby incorporated into this Conservation Easement:

- Exhibit A: Legal Description of the Property
- Exhibit B: Map of the Property
- Exhibit C: Prohibited Uses of the Property
- Exhibit D: Permitted Uses of the Property

IN WITNESS WHEREOF the Parties have executed this Deed of Conservation Easement on ___ day of _____, 2019.

Insert signatures:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property, specifically a Grant Deed of Conservation Easement, dated _____, conveyed by _____ (Grantor) to the _____ (Grantee) is hereby accepted by the undersigned on behalf of the Grantee.

Grantee:

BY: _____

DATED: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property located in Butte County, California, described as follows:

EXHIBIT B

MAP OF THE PROPERTY

EXHIBIT C

PROHIBITED USES OF THE PROPERTY

Though not an exhaustive list of prohibited uses, none of the uses described below shall be made of the Property. The following are set forth both to list specific prohibited activities on the Property and to provide guidance in determining whether or not other activities are inconsistent with the Conservation Purposes.

1. NO SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Agreement Date, the Property might be comprised of separate legal parcels, the terms and conditions of this Conservation Easement shall apply to the Property as a whole, and the Property shall not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither Grantor nor Grantor's personal representative, heirs, successors, or assigns shall sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Agreement Date shall not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Conservation Easement as applied to the Property as a whole. Notwithstanding the remainder of this Paragraph 1, ownership of the Property may be held in the form of undivided interests as tenants in common, whether by choice or by operation of any applicable laws, but no owner of an undivided interest in the Property shall have the right of exclusive occupancy or exclusive use of any separate portion of the Property, or any right to have the Property partitioned in kind, whether pursuant to California Code of Civil Procedure Section 872.210 et seq. or otherwise.

2. NO NON-RANCHING COMMERCIAL USES. The establishment of any commercial or industrial uses on the Property, other than the continuation of the permitted Ranching Operations, as described in Exhibit D, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (a) the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock that are owned by a person or entity other than Grantor or that are not used principally by Grantor for the Ranching Operations are grouped together for intensive feeding purposes; (b) the planting and cultivation of commercial orchards; (c) the establishment or maintenance of any commercial greenhouses or plant nurseries; (d) the establishment or maintenance of any dairies; and (e) the establishment or maintenance of any gravel mines.

3. NO APARTMENTS OR MULTI-FAMILY DWELLINGS: The establishment of any apartment buildings or other multi-family dwellings on the Property is prohibited.

4. NO USE OR TRANSFER OF DEVELOPMENT RIGHTS. Except as expressly permitted by the terms of Exhibit D of this Conservation Easement, the exercise of any development rights associated with the Property is prohibited, including, without limitation, the construction or placement of any residential or other buildings, golf courses, camping

accommodations, boat ramps, bridges, mobile homes, house-trailers, permanent tent facilities, quonset huts or similar structures, underground tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines.

Except as expressly permitted by the terms of **Exhibit D** of this Conservation Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property.

5. **NO NATURAL RESOURCE DEVELOPMENT.** Except as reasonably necessary for the conduct of the Ranching Operations that are permitted under this Conservation Easement, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited; provided, however, that in no event shall any permitted natural resource development diminish or impair the Conservation Values. Grantor shall not grant any further rights to any minerals, oil, gas, or hydrocarbons, including the right to extract such items from the Property, and Grantor shall not grant any right to enter the surface of the Property to extract minerals, oil, gas, or hydrocarbons, or other substances from any other property.

6. **NO HAZARDOUS MATERIALS.** The use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, or unsightly or toxic or Hazardous Materials or agrichemicals is prohibited, except that herbicides permitted under **Paragraph 1 of Exhibit D** may be used and stored on the Property, provided that all such use and storage is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use and storage does not diminish or impair the Conservation Values.

7. **NO LONG-TERM LEASES.** Leasing the Property for a period of five (5) or more years without the consent of the Grantee and CALTRANS, as provided in **Paragraph 19** of the Conservation Easement, is prohibited.

8. **NO ALTERATION OF NATURAL WATER COURSES; NO DEGRADATION OF WATER QUALITY.** The manipulation or alteration of any natural water course, wetland, streambank, shoreline, vernal pool or body of water is prohibited except to enhance, restore, maintain, create, preserve or protect the Conservation Values of this Conservation Easement or except as permitted by the terms of **Exhibit D**. Activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or subsurface waters, are prohibited; Grantee acknowledges, however, that livestock permitted under the terms of this Conservation Easement might have an incidental and unintentional impact on water quality.

9. **NO IMPAIRMENT OF WATER RIGHTS.** Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action that diminishes or extinguishes such water rights is prohibited.

10. VEHICLES. The use of any motorized vehicles off designated roadways is prohibited, except for permitted Ranching Operations or as necessary to effectuate the Conservation Purposes of this Conservation Easement. The use of motorized vehicles for recreational purposes is prohibited.

11. INTRODUCTION OF GRASSES, PLANT, ANIMAL SPECIES OR EXOTICS. Except as expressly permitted by the terms of Exhibit D or to enhance, restore, create, preserve or protect the Conservation Values of the Property, no seeding, planting, or introduction of grasses, clovers, or any other plant species is permitted. The intentional or reckless introduction of exotic plant or animal species that may in Grantee's determination threaten to impair the Conservation Values of the Property is prohibited. Except as expressly permitted by the terms of Exhibit D or to enhance, restore, create, preserve, or protect the Conservation Values of the Property, the introduction of any non-native plant or non-native animal species is prohibited.

12. NO PLOWING, DISKING, ALTERATION OF TOPOGRAPHY. The plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property is prohibited, except for: (i) the grazing of livestock as permitted by the terms of Exhibit D; (ii) the disking for fire prevention at historical levels as documented in the Report; or (iii) to enhance, restore, create, preserve, or protect the Conservation Values of the Property. Any change in the topography of the Property through the placement on the Property of soils, land fill, dredging spoils, or other materials is prohibited, except as incidental and necessary to the activities permitted under this Conservation Easement or as necessary to enhance, restore, create, preserve, or protect the Conservation Values of the Property. Notwithstanding any provision of this Paragraph 11 or the remainder of this Conservation Easement to the contrary, in no event shall any permitted plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property that impairs the Conservation Values.

13. NO CONVERSION OF PROPERTY. Except as otherwise permitted in Paragraph 1(A) of Exhibit D, the use of the Property for or conversion of the Property to crops, orchards, vineyards, or any other agricultural or commercial purpose is prohibited.

14. INCONSISTENT OR ADVERSE ACTIONS. Any action or practice that is or becomes inconsistent with the Conservation Purposes or that impairs the Conservation Values is strictly prohibited.

15. JUNK YARDS. The storage or disassembly of inoperable automobiles, machinery, equipment, trucks, and similar items for purposes of storage, sale, or rental of space for any such purpose is prohibited.

16. DESTRUCTION OF NATIVE VEGETATION. Except as otherwise specifically permitted in Exhibit D or to enhance, restore, create, preserve, or protect the Conservation Values of the Property, including, but not limited to the enhancement, creation and restoration of native vegetation, the removal, cutting or destruction of native vegetation is prohibited.

17. DEVELOPMENT OF WATER: Except as permitted by the terms of Exhibit D, or to enhance, restore, create, preserve, or protect the Conservation Values of the Property or as

necessary to effectuate the Conservation Purposes of this Conservation Easement, the development or diversion of any water in, on or from the Property is prohibited.

18. WIND, SOLAR, ELECTRICAL, and CELL PHONE UTILITY PROJECT: The installation wind, solar electrical and cell phone utility projects are prohibited.

EXHIBIT D

PERMITTED USES OF THE PROPERTY

The uses set forth in this **Exhibit D** detail specific activities that are permitted under the Conservation Easement. The uses set forth in this **Exhibit D** are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes. Notwithstanding the uses set forth in this **Exhibit D** and, notwithstanding any provision of this Conservation Easement to the contrary, in no event shall any of the permitted uses of the Property (whether set forth in this **Exhibit D** or elsewhere in this Conservation Easement) be conducted in a manner or to an extent that impairs the Conservation Values or that otherwise violates this Conservation Easement.

1. **RANCHING**. The Property may be used for commercial breeding, raising, pasturing, and grazing of livestock solely as follows and in compliance with the terms and conditions of this Conservation Easement (collectively “**Ranching Operations**”).

A. **Livestock Grazing**. Grazing for commercial purposes of the livestock that are allowed under **Schedule D-1** (which is attached to and incorporated into this Exhibit) is permitted, as set forth therein.

B. **Prescribed Burning**. Prescribed burning is allowed as a tool for the management of the Property, provided that such practice, including, but not limited to, the amount, frequency, and manner of application, shall be in accordance with all applicable laws, rules, and regulations and does not impair the Conservation Values of the Property.

C. **Fertilizers, Pesticides, Herbicides, and other Biocides**. Herbicides may be applied on the Property only for the control of non-native noxious weeds and in compliance with all applicable laws, rules and regulations. No other pesticides, herbicides, fertilizers or biocides are permitted on the Property.

2. **MAINTENANCE, REPAIR AND REPLACEMENT**.

A. **Agricultural, Non-Residential Structures**. The Grantor shall have the right to maintain, repair, reasonably enlarge, and reasonably replace ranching, non-residential improvements that exist on the Property as of the date of this Conservation Easement, in the same or different locations, provided that Grantor shall first obtain Grantee’s and Caltrans prior written approval for any enlargement or replacement. Said approval shall not be unreasonably withheld, conditioned, or delayed but in no event shall that approval be granted if said enlargement or replacement would impair or diminish that Conservation Values of the Property. Notwithstanding the foregoing sentence, existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, without further permission of Grantee or Caltrans; provided, all repair, replacements and new fences shall be sited, designed and installed to protect,

but not impair, the Conservation Values of the Property, including, but not limited to, wildlife corridors.

B. Roads and Trails. The construction, reconstruction, or replacement of any roads and trails is prohibited, except as set forth in the remainder of this Paragraph 2(B). Grantor may maintain roads and trails that exist on the Property as of the date of this Conservation Easement at the levels of improvement for each that exist as of the date of this Conservation Easement. Grantor may construct and maintain new roads and trails on the Property, provided that: (1) such new roads and trails, if constructed on the Property, shall be reasonably necessary for the permitted Ranching Operations or to effectuate the Conservation Purposes of this Conservation Easement; (2) the Grantor shall have obtained the Grantee's and Caltrans prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new roads and trails; (3) such new roads and trails shall not be constructed within two hundred fifty (250) feet of the high water mark of any vernal pool, shall not impair the quality of any vernal pool, and shall comply with all terms and conditions of this Conservation Easement, including, without limitation, Paragraph 7 of Exhibit C; and (4) such new roads and trails are constructed so as not to impair the Conservation Values of the Property.

3. FISHING AND HUNTING. The use of the Property for hunting, trapping, or fishing is prohibited, except as set forth in the remainder of this Paragraph 3. Grantor may fish, hunt, or trap wildlife that is not afforded protection under applicable laws or regulations, provided that such fishing, hunting, or trapping is done in compliance with all applicable laws, rules, regulations and said fishing, hunting or trapping does not impair the Conservation Values of the Property; provided further, however, that while commercial hunting and fishing are permitted, commercial fish farms are prohibited; likewise, stocking ponds on the Property with fish is prohibited, unless such ponds contained fish at the time of the grant of this Conservation Easement, as detailed in the Report.

4. WATER RESOURCES. Grantor may develop and/or maintain such groundwater resources on the Property as are necessary or convenient for the livestock and existing operations which are permitted pursuant to terms of this Conservation Easement or to protect, preserve, create, restore, or enhance the Conservation Values of this Conservation Easement. Grantor may maintain such surface water resources on the Property as are noted in the Report as currently existing on the Property provided that said maintenance is consistent with the terms and conditions of this Conservation Easement. Grantor may only develop new or enhance existing surface water resources with the prior written approval of Grantee and Caltrans, which approval shall not be unreasonably withheld, conditioned, or delayed, and then only if said development is necessary for permitted Ranching Operations or to enhance, restore, create, preserve, or protect the Conservation Values of this Conservation Easement, and the development does not impair the Conservation Values of this Conservation Easement.

5. PASSIVE RECREATIONAL USES. Grantor may conduct passive recreational activities on the Property, including, but not limited to, bird watching, hiking, horseback riding, and picnicking.

6. SIGNS. Grantor may erect a reasonable number of signs or other appropriate markers not to exceed dimensions of eight feet (8') by sixteen feet (16') in a prominent location on the

Property, visible from a public road, which identify ranching or open space activities on the Property and/or which state that no trespassing or no hunting is allowed on the Property.

7. TRANSFER OF PROPERTY. Except as otherwise set forth in Paragraph 1 of **Exhibit C** and elsewhere in this Conservation Easement, Grantor may transfer the Property in its entirety (but not in any portion less than its entirety), provided that the transfer is in accordance with Paragraph 19 of the Conservation Easement and is not prohibited in this **Exhibit D**.

8. RESIDUAL RIGHTS. Except as expressly limited by this Conservation Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose that is consistent with this Conservation Easement.

9. QUESTIONABLE ACTIVITIES. If any question exists regarding whether historic, current, or new practices or activities are permitted or would be inconsistent with the Conservation Purposes or would impair the Conservation Values, Grantor shall notify Grantee and Caltrans in writing and obtain Grantee's and Caltrans' written approval prior to engaging in such practices or activities.