

DRAFT

County of Marin Agricultural Conservation Easement Template

When Recorded Mail To:
County of Marin
Community Development Agency
3501 Civic Center Drive
San Rafael, CA 94903
Telephone: (415) 499-6269

DEED OF AGRICULTURAL CONSERVATION EASEMENT

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT (the "Easement") is made by xxxx ("Grantor"), to COUNTY OF MARIN, a body politic ("Holder").

RECITALS:

WHEREAS, Grantor is the owner in fee simple of that certain real property in Marin County, California, comprising County of Marin Assessor's Parcel Number(s) xxx, which consists of approximately xxx acres of land and is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Holder is a California County authorized by law to hold conservation easements the purpose of which is the preservation and protection of agricultural and open space lands in Marin County; and

WHEREAS,

[INSERT those recitals appropriate to the particular easement, including some or all of the following: current zoning; any application for a Master Plan and Precise Development Plan; prior intent on the part of the Grantor to subject the property to an agricultural conservation easement ("ACE"); references to Board of Supervisors resolutions approving and accepting the ACE; references to the statutory bases for the acceptance of the ACE, Government Code Sections 51070 et seq., references to the Planning Commission's report finding that the easement is consistent with the County's general plan, to the Board of Supervisors' resolutions finding that the preservation of the land as open space is consistent with the general plan of the County and is in the best interests of the County because of one or more of the findings required by Section 51084 of the Government Code.]

WHEREAS, the Property possesses significant agricultural, open space, and scenic values of great importance to Grantor, the people of Marin County and the people of the State of California; and

WHEREAS, Grantor and Holder intend: that the Property be maintained in agricultural production by the maintenance of the agricultural values thereof; that the open space and scenic values of the Property be preserved by continuation of ranching and other agricultural uses, which have proven historically compatible with such values; and

WHEREAS, the protection of the Property is consistent with the State of California's public policy favoring the preservation of agricultural lands and their resources. California Government Code Section 51220 states that "agricultural lands have a definitive public value as open space" and "that the discouragement of premature and unnecessary conversion of agricultural land to urban uses is a matter of public policy." California Food and Agriculture Code Section 821 states that one of the major principles of the State's agricultural policy is "to sustain the long-term productivity of the State's farms by conserving and protecting the soil, water, and air, which are agriculture's basic resources;" and

WHEREAS, the County of Marin supports the protection and preservation of agricultural land uses, agricultural land, and open land through Objectives, Policies, and Implementation Programs as expressed in the Natural Systems and Agricultural Element of the Marin Countywide Plan adopted November 6, 2007, including, inter alia, the preservation of agricultural lands and resources by agricultural conservation easements (Goal AG-I, Policy AG.1.2 and Implementing Program AG-1.d and AG-1.l). Further, Marin County has enacted a Right-to-Farm ordinance, Marin County Code Chapter 23.03, the policy of which is to "conserve, protect, enhance and encourage agricultural operations within the county" and upholding the Right-to-Farm ordinance is one of the Implementing Programs of the Goals of the County Wide Plan (AG-1.j). (See also Cal. Civ. Code Section 3482.5); and

WHEREAS, Grantor intends, as owner of the Property, to convey to Holder the right to preserve and protect agricultural values and, to the extent consistent with agricultural values, open space and scenic values of the Property in perpetuity as set forth below in this Easement; and

WHEREAS, Holder intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor to preserve and protect in perpetuity the agricultural, open space and scenic values of the Property as set forth below in this Easement; and

WHEREAS, the Holder is a "qualified organization," as defined by Section 170 (h)(3) of the Internal Revenue Code, qualified to receive and hold conservation easements created under California law and accepts the responsibility of enforcing, or causing the enforcement of, the terms of this Easement and upholding its purpose forever;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, Grantor does hereby voluntarily grant to Holder, and Holder hereby accepts, an agricultural conservation

easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. **Purpose.** It is the purpose of this Easement, pursuant to the governmental policies detailed in the Recitals hereto, to enable and cause the Property to remain in Productive Agricultural Uses (as defined in Section 5 hereof):

(a) by preserving and protecting in perpetuity its agricultural values, character, use and utility, and by preventing any use or condition of the Property, or activity or practice thereon, that would significantly impair or interfere with its agricultural values, character, use or utility;

(b) by preventing any use or condition of the Property, or activity or practice thereon, that would significantly impair or interfere with its agricultural values, character, use or utility; and

(c) by requiring continuing Productive Agricultural Uses.

To the extent that the preservation of other open space and scenic values of the Property is consistent with such uses, it is within the purpose of this Easement to protect those values.

2. **Affirmative Rights and Interests Conveyed.** To accomplish the purpose of this Easement, the following rights and interests are conveyed to Holder by this Easement:

To identify, to preserve and to protect in perpetuity the agricultural values, character, use and utility, including, without limitation, the agricultural productivity, vegetation, soil and water quality, and the open space and scenic values of the Property. (The agricultural values, character, use and utility, and the open space and scenic values of the Property are hereinafter referred to collectively as the "Protected Values").

To enter upon, inspect, observe, and study the Property for the purposes of (i) identifying the current condition of, uses and practices thereon, and the baseline condition thereof; and (ii) monitoring annually, or more frequently if necessary or appropriate, the condition of, uses and practices thereon to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to Grantor and shall be made in a manner that will not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

To prevent any activity on, use of, or practice on the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent condition, activity, use or practice. However, it is the intention of this Easement not to limit Grantor's discretion to employ Grantor's choices of farm and ranch uses and management practices so long as those uses and practices are consistent with the purpose of this Easement.

To be paid by Grantor a fee to cover the cost of monitoring not to exceed [] hours per monitoring event, with the monitoring fee to be based on the prevailing hourly rate as designated under "General Planning Services" of the Marin County Community Development

Agency – Planning Division Fee Schedule, as determined by the Board of Supervisors, or, in the absence of such Fee Schedule, under a comparable fee schedule determined from time to time by the Board of Supervisors. In the event that the County as Holder assigns or delegates its monitoring responsibilities hereunder to an assignee or designee, the Grantor shall pay that assignee or designee the same monitoring fee that would have been payable to the County.

3. Uses and Practices. Holder and Grantor intend that this Easement shall confine the uses of the Property to agriculture, residential and the other uses which are described herein. Examples of uses and practices that are consistent with the purpose of this Easement and that are hereby expressly permitted, are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Examples of uses and practices that are inconsistent with the purpose of this Easement, and that are hereby expressly prohibited, are set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. The uses and practices set forth in **Exhibits B and C** are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the purpose of this Easement.

4. Baseline Data. In order to establish the present condition of the Property and the Protected Values, Grantor has provided to Holder a baseline documentation report (the “Baseline Documentation Report”) prepared by a qualified biologist, a Certified Rangeland Manager (“CRM”) or other qualified specialist approved by the Holder. The Baseline Documentation Report contains an inventory of the Property's relevant features, agricultural values and conditions, its improvements and its most significant natural resources and includes, in addition, a description and overall assessment of [**List here any matters of particular concern related to the Property**] (the "Baseline Data"). Holder has reviewed such Report and determined that it is acceptable. Grantor has provided Holder a complete signed copy of the Report, and it shall be placed and remain on file with Holder. The Baseline Documentation Report, as approved by Holder and signed by Grantor and Holder, represents accurately the condition of the Property at the date of the conveyance of this Easement. The parties intend that the Baseline Data shall be used by Holder to monitor Grantor's future uses of the Property, the condition thereof, and activities and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Holder recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the situations of Grantor may result in an evolution of agricultural uses of the Property, provided such uses are consistent with this Easement.

5. Mandatory Agriculture Provisions

(a) **Agricultural Use.** Beyond the uses specifically permitted and prohibited, Grantor and Holder agree that Grantor, directly or through an operator or operators responsible to Grantor, shall be, and continue to be, actively engaged in Productive Agricultural Uses of the Property. “Agricultural Uses” are defined in **Exhibit B**, Section 2. “Productive Agricultural Uses” are defined as a level of Agricultural Uses appropriate to the sustainable agricultural capacity of the Property, including, without limitation, the production and sale of commercial

animal products and/or agricultural crops as described in Section 2 of **Exhibit B**, Permitted Uses and Practices.

(b) Agricultural Management Plan Purpose and Requirements.

The purpose of an agricultural management plan (“AMP”) is to describe a specific plan for the conduct of agricultural uses and practices on the Property that meets the requirements for Productive Agricultural Uses of the Property, including, but not limited to, a description of the types of crops, number and kind of livestock, and seasons and areas of use, provisions for minimizing erosion and the transport of pollutants or sediment into creeks, and other material aspects of the agricultural uses and practices in sufficient detail to permit Holder to make an informed judgment as to the AMP’s reasonableness and consistency with local practices and the terms of this Easement. In preparing the AMP, Grantor shall consult with a CRM licensed by the State of California or an appropriate local agency resource management professional (a “Professional”). Any AMP presented to Holder for approval shall be accompanied by a signed certification by such a CRM or Professional that such CRM or Professional has consulted with the Grantor regarding the proposed AMP, has reviewed the proposed AMP and has determined that the proposed AMP meets the purpose and the requirements of an AMP as set forth in this Section 5(b). The AMP shall incorporate any applicable Stream Conservation Area Management Plan (“SCAMP”) together with any required CRM or Professional certification.

(c) Initial AMP. Prior to recordation of this Easement, Grantor submitted and Holder approved an initial AMP for the Property.

(d) Agricultural Management Plan Implementation and Updates.

(i) After an AMP has been presented to Holder for approval and Holder has notified Grantor of Holder’s approval of the AMP, Grantor shall implement and adhere to the AMP at all times unless and until updated with Holder’s approval.

(ii) Grantor shall update an existing approved AMP at least every ten (10) years or sooner in the event of proposed significant changes in the existing AMP or any change in the ownership of the Property. Prior to submitting an updated AMP for Holder’s approval, Grantor shall consult with a CRM or Professional and have the CRM or Professional review the updated AMP and provide the certification required by Section 5 (b) above.

(iii) Grantor shall submit any proposed updated AMP accompanied by the signed certification by the CRM or Professional for consideration by Holder. Holder shall have forty-five (45) days from receipt of the updated AMP and CRM/Professional certification within which to review the proposal. Holder shall approve the updated AMP in writing, if Holder in its sole discretion determines that it reasonably meets the purpose and requirements of Section 5 (b) above.

(iv) In the event of a disagreement between Grantor and Holder as to the conformity of the proposed updated AMP to the requirements of this Easement, Grantor and Holder shall negotiate in good faith to resolve the disagreement. Pending resolution of any such disagreement, Grantor shall continue to implement and adhere to the previously approved AMP and SCAMP.

(v) After notification of Holder's approval of an updated AMP, Grantor shall implement and adhere to the updated AMP at all times unless and until further updated with Holder's approval.

(e) Holder's Remedies.

(i) Should Grantor find that it cannot continue Productive Agricultural Uses of the Property as contemplated by the then applicable AMP and must cease to engage actively in Productive Agricultural Uses of the Property according to that AMP, Grantor may propose changes in the AMP that would enable Grantor to carry on Productive Agricultural Uses of the Property. Grantor and Holder shall work together in good faith to develop an alternative AMP that would enable the Grantor to carry on Productive Agricultural Uses of the Property.

(ii) If Grantor does not elect to propose changes in the AMP or if Grantor and Holder are unable to develop a mutually agreeable alternative AMP and if the Grantor believes that it must cease to engage actively in Productive Agricultural Uses of the Property according to the existing AMP, then the Grantor agrees in good faith to promptly seek and retain an Agriculture Production Operator ("Operator") to maintain Productive Agricultural Uses of the Property in accordance with this Section 5 and with **Exhibit B** and the other terms of this Easement. The Grantor agrees to use all available means, including, without limitation, advertising, requests for proposals, and consultation with established Marin and Sonoma County farmers and organizations to obtain a qualified Operator who will be actively engaged in Productive Agricultural Uses of the Property. Should Grantor be unsuccessful in obtaining a qualified, experienced and financially responsible Operator, the Holder shall have the right to seek such an Operator subject to approval by Grantor, which approval shall not be unreasonably withheld.

(iii) If it is necessary to retain an Operator as provided above, Grantor agrees to enter into an Agriculture Production Lease ("Lease") with the selected Operator, subject to the terms of this Easement. The Operator/Lessee shall be allowed such use of the Property as is reasonably required to conduct the required Productive Agricultural Uses of the Property but always subject to the terms of this Easement. The Lease shall provide for a fair and reasonable rental consistent with then prevailing commercial practice in Marin County. Any lease must bind the Lessee to all the terms of the documentation forming or appurtenant to this Easement, including, without limitation, the terms of the AMP. Grantor shall make a copy of the proposed execution version of the Lease available to Holder for its review and approval to ensure its consistency with the terms of this Easement. The commencement and implementation of Productive Agricultural Uses of the Property by the Operator shall occur as soon as practicable after execution of the Lease.

(iv) Grantor may amend the AMP to reflect any changes made necessary by installation of the Operator subject to Holder's approval following the process set forth in Section 5 (b) above if necessary.

5-A. Stream Conservation Areas.

(a) Definition and Purpose. Stream Conservation Areas or SCAs consist of buffer zones along certain natural watercourses on the Property and include the watercourse, banks, and areas on both sides extending from the top of banks outward not less than one hundred (100) feet. All such natural watercourses currently on the Property are identified on **Exhibit D** attached

hereto and by this reference incorporated herein. Grantor and Holder shall amend **Exhibit D** from time to time as necessary to accurately reflect changes in any such natural watercourses. The purpose of the SCA is to protect the water quality, soil and bank stability, and the vegetative cover adjacent to the watercourses.

(b) Stream Conservation Area Management Plan Purpose and Requirements.

The purpose of the Stream Conservation Area Management Plan or SCAMP is to limit uses and practices on the Property that may degrade water quality, soil and bank stability, or vegetative cover within the SCA. The SCAMP establishes the SCA boundaries and describes and contains a schedule for implementation of agricultural practices within the SCA, including, but not limited to, the following: season of use, number and kind of livestock, and location of watering sources. Further, the SCAMP includes provisions for minimizing the transport of pollutants or sediment to streams from retention ponds, dairy buildings, loafing barns, feed lots, other animal confinement facilities, and/or animal congregation areas. Implementation of any activities specified in the initial SCAMP or any amended or updated SCAMP must be consistent with all applicable laws, with agricultural uses as defined in Section 2 of **Exhibit B** and with the purpose and terms of this Easement including the Protected Values. The SCAMP shall be incorporated into any applicable AMP.

(c) Initial SCAMP. Prior to recordation of this Easement, Grantor submitted and Holder approved an initial SCAMP for the Property. The initial SCAMP was accompanied by a signed certification by a CRM or Professional that such CRM or Professional had consulted with the Grantor regarding the SCAMP, had reviewed the SCAMP and had determined that the SCAMP met the purpose and the requirements of a SCAMP as set forth in Section 5-A (b).

(d) SCAMP Implementation and Updates.

(i) Grantor shall implement and adhere to the initial SCAMP at all times unless and until updated with Holder's approval and provided always that such implementation is consistent with the Protected Values.

(ii) Grantor shall update an existing SCAMP at least every ten (10) years or sooner in the event of significant changes within the SCA or in the use, management, or ownership of the Property. Prior to submitting an updated SCAMP for Holder's approval, Grantor shall consult with a CRM or Professional and have the CRM or Professional review the updated SCAMP and provide the certification described in Section 5-A (c) above.

(iii) Grantor shall submit any proposed updated SCAMP accompanied by the signed certification by the CRM or Professional for consideration by Holder. Holder shall have forty-five (45) days from receipt of the updated SCAMP and CRM/Professional certification within which to review the proposal. Holder shall approve the updated SCAMP in writing, if Holder in its sole discretion determines that it reasonably meets the purpose and requirements of Section 5-A (b) above.

(iv) In the event of a disagreement between Grantor (or the applicable certifying CRM or Professional) and Holder as to the conformity of the proposed updated SCAMP to the purpose and requirements of Section 5-A (b) above, Grantor and Holder shall

negotiate in good faith to resolve the disagreement. Pending resolution of any such disagreement, Grantor shall continue to implement and adhere to the previously approved SCAMP, provided always that such implementation is consistent with the Protected Values.

(v) After notification of Holder's approval of an updated SCAMP, Grantor shall implement and adhere to the updated SCAMP at all times unless and until further updated with Holder's approval.

(vi) Holder's participation in any development and/or update of a SCAMP or Holder's express or implied approval of any feature of the initial or any updated SCAMP shall not preclude Holder's subsequent objection to any use or management of the Property, whether or not permitted by the initial or any updated SCAMP, that impairs the Protected Values.

6. **Reserved Rights.** Grantor reserves all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved: (i) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water, water rights and related interests are used on or for the benefit of the Property in a manner consistent with the purpose of this Easement and in accordance with Section 11 of **Exhibit C** of this Easement; and (ii) all right, title, and interest in and to all subsurface oil, gas and minerals; provided that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method (except as specifically permitted by Section 10 of **Exhibit C** of this Easement), shall be limited and localized, shall not damage, impair or endanger the Protected Values and shall have been approved by Holder in advance. After any exploration and/or extraction of subsurface oil, gas or minerals, Grantor shall restore all disturbed areas to their original state pursuant to a plan approved by Holder.

7. **Mediation.** If a dispute arises between the parties concerning the consistency of any existing or proposed use, practice or activity with the purpose of this Easement and Grantor agrees not to proceed with the use, practice or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within forty-five (45) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) **Purpose.** The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the covenants, terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. Grantor and Holder shall participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

(e) Costs. The cost of the mediator shall be borne equally by Grantor and Holder; the parties shall bear their own expenses, including attorney's fees, individually.

8. Holder's Remedies. If Holder determines that Grantor may be in material violation of the terms of this Easement or that a violation is threatened, Holder shall have the right to inspect the Property to determine whether there is such a violation. If Holder determines that Grantor is in violation of the terms of this Easement and Holder wishes to require Grantor to cease and/or remedy any such violation, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and/or, where the violation involves injury to the Property resulting from any condition, use, practice or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if Grantor fails promptly to begin curing such violation within the thirty (30) day period, or if Grantor fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values, Holder may pursue its remedies under this Section without waiting for the period provided for cure to expire. Holder's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(a) Costs of Enforcement. Any costs incurred by Holder in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. In any action to enforce the terms of this Easement, the prevailing party's costs of suit, including, without limitation, attorneys' fees, shall be borne by the other party.

(b) Holder's Discretion. Holder, in the reasonable exercise of its discretion, may forbear to exercise rights under this Easement. Any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of Holder's rights under this Easement. No delay or omission by Holder 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 of other or future violations.

(c) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to any person or the Property resulting from such causes.

9. Costs and Taxes. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII Section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Sections 402.1(a)(8) and 423.

10. Grantor Responsibility, Hold Harmless and Insurance; Environmental Responsibilities.

10.1 Grantor's Responsibility and Hold Harmless. Grantor acknowledges that Holder has neither possessory rights in the Property nor any responsibility nor right to control, maintain, or keep up the Property. Grantor has and shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement, and maintenance of the Property. Grantor hereby releases and agrees to hold harmless, indemnify and defend Holder and its members, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) 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 solely to the negligent act or wilful misconduct of Holder; or (2) violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement by any person, other than Holder, in any way affecting, involving, or relating to the Property.

10.2 Liability Insurance. Grantor shall obtain and maintain at all times comprehensive general liability insurance against claims for personal injury, death, and property damage. Such insurance shall have coverages and limits of liability in amounts customary for agricultural operations in the area of the Property of a type and scale comparable to those operations on the Property and shall name Holder as an additional insured along with Grantor. Such insurance shall include provisions for at least thirty (30) days advance notification to Holder prior to termination or expiration of the insurance coverage. Grantor shall deliver to Holder certificates of such insurance coverage within ten (10) business days of Holder's written request therefor. If Grantor fails to keep required insurance in full force and effect, Holder may purchase replacement insurance and charge Grantor for the cost of such coverage.

10.3 Environmental Responsibilities.

10.3 (a) Grantor Responsible for the Property. Grantor is solely responsible, and Holder has no responsibility, for the operation of the Property or the monitoring of hazardous or other conditions thereon. Nothing in this Easement shall be construed as giving any right or ability to Holder to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Neither Holder nor its agents shall be liable to the Grantor or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property, pursuant to this Easement.

10.3 (b) Grantor's Environmental Warranty and Indemnity. Grantor represents and warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to hold harmless, defend and indemnify the Indemnified Parties from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state or local environmental laws.

This Easement is not intended to create environmental liability in the Holder. Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it imposes on, creates in or gives the Holder:

(1) the obligations or liability 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 USC Section 9601 et seq., and hereinafter "CERCLA");

(2) the obligations or liability of a person described in 42 USC Section 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.

The term "Hazardous Materials" includes, without limitation, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 USC Section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code Section 25100 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement now in effect or enacted after this date relating to pollution, protection of human health, the environment, or Hazardous Materials.

11. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

12. **Development Rights.** The parties acknowledge that under currently applicable zoning regulations of the County of Marin the Property is so classified that upon receipt of required government approvals the Property could potentially be developed to a density of up to xxx and xxx-hundredths (xx) single family residential dwelling units (the "Development Rights"), and, further, that under certain circumstances the Development Rights may be transferred to and utilized on other property or properties. The parties agree to deal with the Development Rights as follows:

[Alternative I:

Provision for case in which there is existing residential development on the Property and the Property owner has no right to construct additional housing on the Property other than housing "reasonably necessary to the agricultural uses of the Property." This provision does not restrict the Property owner's right under Exhibit B, Section 3, to construct housing, such as farm worker housing, and other facilities that are "reasonably necessary to the agricultural uses of the Property."

If there is no existing residential development on the Property and the owner will retain a Development Right permitting the owner to construct one or more residences that are not "reasonably necessary to the agricultural uses of the Property," then this Section should be revised accordingly.

(a) Grantor retains [] of the [] and []-one-hundredths () Development Rights associated with the Property. The Development Right(s) retained by Grantor shall apply and relate solely to the existing residential improvements on the Property as

identified in the Baseline Documentation Report and any residential improvements and facilities as may be permitted by **Exhibit B**, Section 3. **[Alternative II:**

Provision for case in which there is existing residential development on the Property and the Property owner has the right under the Easement to construct one or more additional residences (subject to size limitations) that are not “reasonably necessary to the agricultural uses of the Property” and therefore not permitted by Exhibit B, Section 3. This provision does not restrict the Property owner’s right under Exhibit B, Section 3, to construct housing, such as farm worker housing, and other facilities that are “reasonably necessary to the agricultural uses of the Property.”

If there is no existing residential development on the Property, then this Section should be revised accordingly.] (a) Grantor retains [] of the [] and []-one-hundredths () Development Rights associated with the Property. The Development Rights retained by Grantor shall apply and relate solely to:

(1) the existing residential improvements on the Property as identified in the Baseline Documentation Report and any residential improvements and facilities as may be permitted by **Exhibit B**, Section 3. ; and

(2) the right to construct and use

[Specify number of residences]

additional residence(s) (the “Additional Residence(s)”), provided, that, none of such Additional Residence(s) shall exceed [] square feet, plus a garage of not more than [] square feet and provided further that, as to such Additional Residence(s), Grantor shall obtain the approval of Holder for the location of any such Additional Residences in accordance with the provisions of Section 3(b) of **Exhibit B**.

(b) The Development Rights retained by Grantor shall not be used to support or enable the creation of any additional residential uses or units on the Property except as expressly provided in this Section 12 or in Section 3 of **Exhibit B** hereto. No structures built pursuant to this or any other provision of this Easement may be sold separately from the entire Property.

(c) The balance of [] and []-one-hundredths () Development Rights associated with the Property, and any other development or similar rights that may be or become associated with the Property in the future, are hereby released, terminated, and extinguished. These development or similar rights may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

(d) Neither Grantor nor Holder shall use or receive, and each hereby relinquishes, the benefit from any increase in allowable development or similar rights associated with the Property resulting from future zoning changes or otherwise. This Easement shall not create any development or similar rights.

13. **Conveyance of Separate Parcels; Merger.** Grantor acknowledges and represents that the Property currently consists of [] separate Assessor's parcels (numbers []), which under existing law and regulations might be sold or conveyed separately from one another as separate legal parcels. Grantor agrees that the sale or conveyance of any parcel or other portion of the Property separate or apart from any other parcel or portion of the Property, whether pursuant to existing or future law or regulation, is inconsistent with the purpose of this Easement. Therefore, Grantor covenants and agrees:

(a) If Holder so requests at any time, Grantor will apply for and pursue to completion an application to the County of Marin for consolidation or merger of the [] Assessor's parcels of the Property into one legal parcel, or pursue such other applicable legal restrictions so that no parcel or other portion of the Property may be separately sold or conveyed from any other parcel or portion of the Property.

(b) Whether or not the [] Assessor's parcels are merged, Grantor shall not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate or convey any such parcel or other portion of the Property separately or apart from any other parcel or portion of the Property, and Grantor shall at all times treat all parcels as a single integrated economic unit of property. Grantor shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. The division, subdivision, defacto subdivision or partition of the Property, whether by physical, legal or any other process, is prohibited, provided, however, that a lease of a portion of the Property for agricultural uses or a lease or rental of a residence or residences or other improvements on the Property for a terms of less than five (5) years shall not be prohibited by this Section.

14. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Holder shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 15. No inaction or silence by Holder shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural use, or that agricultural use is no longer possible, is not reason for termination or extinguishment of this Easement. Other than pursuant to eminent domain or in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate or extinguish the provisions of this Easement.

15. **Compensation.** As of the effective date of this Easement, an "Easement Percentage" is hereby defined and established as the ratio of the value of the Easement at the time of this grant to the value of the Property unencumbered by the Easement at the time of this grant. The value of the Property shall exclude any amounts attributable to improvements on the Property. For the purposes of defining the "Easement Percentage," Grantor and Holder agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall be the greater of (a) []%, or (b) that percentage established by dividing the value of this Easement by the value of the Property unencumbered by this Easement as of said

effective date, said values to be established by Grantor's qualified appraisal (pursuant to Treasury regulation §1.170A-13) for federal income tax purposes. In the event that Grantor does not seek a qualified appraisal, the Easement Percentage shall be []%. Once established, the Easement Percentage shall remain constant.

This Easement constitutes a real property interest immediately vested in Holder. For the purpose of Sections 14 and 16, the parties stipulate and agree that the Easement shall have a fair market value determined as the greater of:

(a) The fair market value of the Property, excluding the value of improvements on the Property, as though unencumbered by this Easement, at the time of the proposed termination or extinguishment, as determined by an appraisal prepared by a qualified appraiser acceptable to Grantor and Holder, multiplied by the Easement Percentage; or

(b) The value of the Easement at the time of the proposed termination or extinguishment as determined by a qualified appraiser acceptable to all parties.

Grantor shall pay the cost of the appraisal. Nothing herein shall prevent Holder from having an appraisal prepared at its own expense.

16. Condemnation. Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking as well as all other payments to which the parties may be entitled by law, which total proceeds shall be divided in accordance with the proportionate values of Grantor's and Holder's interests as specified in Section 15, unless otherwise provided by applicable law. All expenses incurred by Grantor and Holder in such action shall be first paid out of the recovered proceeds. Should this Easement be condemned or otherwise terminated or extinguished on any portion of the Property, the balance of the Property shall remain subject to this Easement.

17. Assignment of Holder's Interest. Holder may assign its interest in this Easement only to a "qualified organization," within the meaning of Section 170(h) of the Internal Revenue Code, as amended, or any successor provision, which is authorized to acquire and hold conservation easements under California law and has similar purposes to preserve agricultural lands and open space, and which agrees to assume the responsibilities imposed by this Easement. All assignments shall be duly recorded. In connection with any assignment, Holder may retain the right, power and/or duty to enforce the Easement along with its assignee (referred to as an "assignee-Holder") or in place of the assignee-Holder if the assignee-Holder is unable or unwilling to carry out its enforcement obligations under the Easement. Holder and any assignee-Holder shall notify Grantor of any assignment, and Holder and any assignee-Holder shall coordinate management of their enforcement activities to provide reasonable assurances to Grantor that their monitoring activities will not significantly increase the burden on Grantor beyond what that burden would have been if only a single monitoring holder had existed.

18. Executory Limitation. If a Holder assigns its rights hereunder to a "qualified organization" that is a tax-exempt nonprofit organization and if such assignee or a similar

successor in interest shall cease to exist for any reason, or to be a qualified organization under Section 170(h) of the Internal Revenue Code, as amended, or to be authorized to acquire and hold conservation easements under California law, then such assignee's right, title, and interest in this Easement shall automatically vest in the County of Marin upon acceptance of the Easement and its rights and obligations. If the County of Marin refuses such rights and obligations, then the Easement and its rights and obligations shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the laws of the State of California.

19. Amendment of Easement. Grantor and Holder recognize that circumstances could arise that would justify amendment of certain of the covenants, terms, conditions or restrictions contained in this Easement. To this end, Grantor and Holder have the right to agree to amendments to this Easement without prior notice to, or approval of, any other party (except notice to and approval of the County of Marin in case the County of Marin as the initial Holder has assigned its interest in the Easement), provided that in the sole and exclusive judgment of the Holder, each such amendment furthers or is not inconsistent with the purpose of this Easement.

Notwithstanding the foregoing, the Holder and Grantor have no right or power (a) to amend Section 12 or Section 3 of **Exhibit B** to permit more development than permitted by the express terms of this Easement or (b) to limit the perpetual duration of the Easement or (c) to terminate or extinguish this Easement or (d) to adversely affect the qualification of this Easement or the status of the Holder under applicable laws, including, without limitation, those referred to in the recitals of this Easement.

20. Subsequent Easements. Grantor shall not grant any subsequent easement, interest in land or use restriction on the Property that might adversely affect the purpose of the Easement or the Protected Values. If Grantor wishes to grant a subsequent easement, interest in land or use restriction on the Property that Grantor believes would not adversely affect the purpose of the Easement or the Protected Values, Grantor shall so notify Holder at least sixty (60) business days in advance of any such proposed grant, shall provide to Holder a copy of any proposed grant document together with such additional information relating to the proposed grant as Holder may reasonably request and shall request Holder's approval of such grant. Holder will review the proposal and may, in its sole discretion, (a) approve the proposal as being consistent with the purpose of the Easement and the Protected Values or (b) approve the proposal on conditions intended to ensure its consistency with the purpose of the Easement and the Protected Values or (c) disapprove the proposal as being actually or potentially inconsistent with the purpose of the Easement or the Protected Values. Grantor and Holder hereby expressly agree that any grant of a subsequent easement, interest in land or use restriction without Holder's express written approval shall be void and of no effect.

21. Applicable Law. All uses, practices, specific improvements, construction or other activities permitted under this Easement shall be consistent with the purpose of this Easement. Although it is expected that Grantor will comply with applicable law and obtain any permits or approvals required thereby in connection with Grantor's management of Grantor's Property, it is not the obligation of Holder, as Holder of this Easement, to enforce compliance with such applicable laws. However, Holder may withhold approval of any proposal if Grantor fails to demonstrate to Holder's satisfaction that Grantor has complied or will comply with all applicable legal requirements.

22. **Grantor's Title Warranty.** Grantor represents and warrants that Grantor has good fee simple title to the Property, free from any and all liens or encumbrances, except those set forth in **Exhibit E** to which this Easement is made subject, and hereby promises to defend Grantor's title against all claims that may be made against it. Grantor represents and warrants that the Property is not subject to any other easement whatsoever, except those listed in **Exhibit E**.

23. **Notices**

(a) To Holder. Any notices to Holder required in this Easement shall be sent by registered or certified mail or other courier providing reliable proof of delivery, to the following person and address, or other such person or address as may be hereafter specified by notice in writing to: [**Insert name of person and address**]. All other communication shall be made by reasonable means under the circumstances, provided that facsimile and other electronic communication will not be deemed received unless accompanied by delivery by one of the foregoing methods.

(b) To Grantor. Any notices to Grantor required in this Easement shall be sent by registered or certified mail or other courier providing reliable proof of delivery, to the Grantor's designee at the following address, or to such other person or address as may be hereafter specified by notice in writing to Holder, [**Insert title and address of Grantor's designee**]. All other communication shall be made by reasonable means under the circumstances, provided that facsimile and other electronic communication will not be deemed received unless accompanied by delivery by one of the foregoing methods.

(c) To Grantor's Designee. In the event that the Property is owned by a trust, business entity, or any common or jointly held ownership, the Grantor shall provide Holder with written notice of a designated representative, who shall be responsible for the receipt of notices on behalf of the Grantor hereunder. The approval of, or notice to, the designated representative shall be deemed the approval of, or notice to, the entity or all owners, as the case may be.

24. **General Provisions.**

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Holder to effect the purpose of this Easement and the policy and purpose of the various state and local policies referred to in the recitals set forth above. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect or in a forfeiture of this Easement or reversion to Grantor of any rights conveyed hereby.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Holder," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and Grantor's personal representatives, heirs, successors and assigns, and the above-named Holder and its successors and assigns.

(h) No Merger. No merger of title, estate or interest in this Easement shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Holder, or its successors or assigns, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Holder or its successors or assigns. Should Holder acquire the entire fee interest in the Property, then Holder's rights and obligations under this Easement shall become immediately vested in **[Insert designated backup Holder for this eventuality]**. **If [designated backup Holder] is no longer in existence at the time the rights and obligations under this Easement would otherwise vest in it, or if [designated backup Holder] is not qualified or authorized to hold conservation easements as provided for an assignment pursuant to Section 17, or if it shall refuse such rights and obligations, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the laws of the State of California and consistent with the requirements for an assignment pursuant to Section 17.**

(i) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's entire interest in the Easement or Property, except that liability for acts, omissions, conditions or events occurring prior to such transfer shall survive transfer, and rights to indemnity and other rights under this Easement as to acts, omissions, conditions or events occurring prior to such transfer shall survive such transfer. In the event that a Holder retains rights and/or obligations as to enforcement as contemplated by Section 17, the rights and obligations of that assignor-Holder under this Easement shall terminate, except for those retained rights and obligations and except that liability for acts, omissions, conditions or events occurring prior to such transfer shall survive transfer, and rights to indemnity and other rights under this Easement as to acts, omissions, conditions or events occurring prior to such transfer shall survive such transfer.

(j) Future Conveyance. Grantor agrees that reference to this Easement shall be made in any subsequent deed or other legal instrument by means of which Grantor conveys any interest in the Property (including, but not limited to, a leasehold interest). Grantor shall give Holder written notice of any proposed transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

(k) Not Governmental Approval. No provision of this Easement shall constitute governmental approval of any specific improvements, construction or other activities that may be permitted under this Easement. Grantor is solely responsible for obtaining any applicable governmental permits for construction or any other activities permitted hereunder. Nothing herein shall be construed to supersede or exempt the Property from the application of laws and regulations affecting land uses on the Property or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state, or local government or governmental agency having jurisdiction over the Property, or to prohibit the imposition of further land use restrictions by the County of Marin or otherwise by operation of law.

IN WITNESS WHEREOF, Grantor has executed this Deed of Agricultural Conservation Easement this [__] day of [__], 20[__]. As attested by the signature of its [__] affixed hereto, Holder hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement. To Have and To Hold, this Deed of Agricultural Conservation Easement unto Holder, its successors and assigns, forever.

GRANTOR:
[Name on title report]

By: _____
xxx

By: _____
xxx

ACCEPTED BY HOLDER:

COUNTY OF MARIN

By: _____
xxx

[Notarization of Grantor's and Holder's signatures].

LIST OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Permitted Uses and Practices
Exhibit C	Prohibited Uses and Practices
Exhibit D	Stream Conservation Area
Exhibit E	Disclosure of Liens and Easements

Exhibit A

All that certain real property situate in the County of Marin, State of California, described as follows:

[Insert Property Legal Description]

Exhibit B

Permitted Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement, as set forth herein.

1. Residential Use. To reside on the Property, provided that all residential structures shall be subject to the provisions set forth in Section 12 of this Easement and Section 3 of this **Exhibit B**.

2. Agriculture. To engage in agricultural uses of the Property in accordance with sound, generally accepted agricultural practices that do not threaten or degrade significant natural resources. For the purposes of this Easement “agricultural uses” shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; and the processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property, provided that the processing, storage, and sale of any such crops or products that are not food or fiber shall require the consent of Holder; and further provided, however, that such agricultural uses shall not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and that all uses and activities are consistent with the purpose of this Easement.

3. Improvements and Facilities.

(a) Maintenance and Repair of Existing Improvements and Facilities. To maintain, repair, and subject to the approval of Holder, relocate or enlarge existing structures, housing and roads and other improvements and facilities on the Property existing at the date of this Easement. Fencing and corrals may be relocated without Holder's consent.

(b) Construction of Additional Improvements and Facilities. Additional Residence(s) that are expressly permitted by the terms of Section 12 of this Easement (if any) on the terms and conditions set forth in Section 12 of this Easement, other improvements and facilities accessory to the residential use of the Property, and additional structures, housing, roads, signs, and other improvements and facilities reasonably necessary to the agricultural uses of the Property (all of which are collectively referred to as “Additional Improvements”), shall be permitted, provided that Grantor must obtain the written approval of Holder for the construction of any such Additional Improvements, including the size, function, capacity and location, which approval shall not be unreasonably withheld and provided further that any Additional Improvements may not be constructed within one hundred (100) feet of the tops of the banks of streams labeled on **Exhibit D** except pursuant to a SCAMP approved by Holder. Grantor shall provide Holder written notice of Grantor's intention to undertake any such construction, together with information on its size, function, capacity and location, not less than forty-five (45) days prior to Grantor's application for any governmental approvals or permits required for said construction. In the event no governmental approvals or permits are required for the

construction of such Additional Improvements, Grantor shall provide Holder written notice of Grantor's intention to construct the Additional Improvements, together with information on the size, function, capacity and location of the proposed Additional Improvements, not less than forty-five (45) days prior to the commencement of any construction. Holder shall not give approval unless Holder determines that the proposed Additional Improvement and its location will not substantially diminish or impair the agricultural productivity and open space character of the Property. All such Improvements individually and all such Improvements combined shall not significantly impair the agricultural productivity of the Property. Additional fencing and corrals deemed by Grantor to be reasonably necessary to ranching and agricultural activities may be constructed without Holder's consent.

(c) Replacement of Improvements and Facilities. In the event of destruction, deterioration or obsolescence of any structures, housing, fences, corrals, roads, signs, or other improvements and facilities, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Section, except as set forth below Grantor may replace the same with structures, housing, fences, corrals, roads, signs, or other improvements and facilities of similar size, function, capacity and location. If any such structures, housing, corrals or other improvements or facilities, other than fences and roads, were located within one hundred (100) feet of the tops of the banks of streams labeled on **Exhibit D**, they may be replaced only pursuant to a SCAMP approved by Holder.

4. Water Resources and Impoundments. To develop and maintain such water resources on the Property as are necessary or convenient for ranching, agricultural, irrigation, and residential uses in a manner consistent with the purpose of this Easement, provided that the creation, alteration or enlargement of any water impoundment shall not damage, impair or interfere with the Protected Values and that all such water resources shall be developed in accordance with the purpose of this Easement.

5. Agrochemicals. To use agrochemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable agricultural uses of the Property. Such use shall be carefully circumscribed near surface water, during periods of high ground water or heavy rain in a manner that does not impair the Protected Values.

6. Predator Control. To control predatory and problem animals by the use of selective control techniques.

7. Recreational Uses. To utilize the Property for recreational or educational purposes, (including, without limitation, hiking, horseback riding, hunting and fishing) that require or cause no significant surface alteration or other development of the land.

Exhibit C

Prohibited Uses and Practices

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property:

1. Impairment of Protected Values. The impairment of the Protected Values, except as otherwise provided herein.
2. Commercial or Industrial Use. The establishment and conduct of commercial or industrial uses or the construction, placing, or erection of any signs or billboards; provided, however, that neither ranching, agriculture, nor the production or processing of food and fiber products as contemplated by the provisions of **Exhibit B**, shall be considered prohibited commercial or industrial uses. Further provided, however, that Holder shall have the right in its sole discretion to approve the establishment and conduct of non-agricultural commercial and industrial uses or activities which Holder determines (a) are compatible with the Protected Values of the Property and (b) will not substantially diminish or impair the agricultural productivity and open space character of the Property. Notwithstanding the prohibition above on the placing or erecting of signs, Holder, in its sole discretion, may approve signs related to any such commercial or industrial uses approved by Holder.
3. Construction. The construction, reconstruction, or replacement of structures, housing, roads and other improvements and facilities except as expressly permitted in Section 12 of this Easement and **Exhibit B**.
4. Subdivision. The division, subdivision, de facto subdivision or partition of the Property, provided, however, that a lease of a portion of the Property for agricultural uses or a lease or rental of a residence or residences or other improvements on the Property for a term of less than five (5) years shall not be prohibited by this Section.
5. Motorized Vehicles. The use of motorized vehicles, except by Grantor or others under Grantor's control for agricultural, ranching or attendant residential use of the Property or other uses consistent with the purpose of this Easement. Any use of motorized vehicles off of roadways is prohibited except when necessary for agricultural, ranching or residential purposes consistent with the purpose of this Easement.
6. Tree Cutting and Woody Vegetation in SCAs. The harvesting or removal of
 - (a) trees; provided, however, that Grantor shall have the right to (i) cut or collect firewood for the heating of ranch and residential facilities on the Property; and (ii) cut or remove trees as reasonably necessary to control insects and diseases, prevent personal injury or property damage, and to allow construction or repair of residential or agricultural facilities; or

(b) living or dead woody vegetation within one hundred (100) feet of the tops of the banks of streams marked on **Exhibit D** without the prior written approval of Holder, provided that such approval shall be granted only for the purposes of preventing personal injury or property damage, maintaining facilities or existing stream crossings or for furthering the conservation purposes of this Easement.

Grantor may also develop and, with the prior written approval of Holder, implement a long-range plan for the growing and/or harvesting of trees in a manner that is consistent with the purpose of this Easement.

7. Dumping. The dumping or other disposal of wastes, refuse or debris on the Property, except for organic material generated by permitted agricultural uses on the Property; provided that any such dumping or disposal of organic material shall be in accordance with generally accepted agricultural management practices, and that no runoff from organic material shall adversely affect water quality. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the Property except as reasonably required for the use of the Property for agricultural purposes consistent with the purpose of this Easement.

8. Soil Degradation. Ranching, agricultural or other uses otherwise permitted under this Easement that result in significant degradation of soil quality.

9. Water Quality Degradation. Ranching, agricultural or other uses otherwise permitted under this Easement that result in significant degradation of water quality. Stockpiling animal wastes, compost, or loose soil in a manner whereby runoff adversely affects water quality.

10. Surface Alteration or Excavation. Any alteration of the general topography or natural drainage of the Property including, without limitation, the removal of soil or the extraction of minerals by any surface mining method, except as may be required for uses on the Property incidental to the agricultural uses permitted herein, and provided that such removal or extraction is limited and localized, is not irretrievably destructive of significant conservation interests, does not damage, impair or endanger the Protected Values of the Property, and is approved, as to location and amount of materials and any necessary or appropriate remediation, in writing by Holder.

11. Water Rights. The Grantor shall not transfer, encumber, lease, sell, or otherwise separate any water rights from title to the Property itself. No permanent separation of water rights shall be permitted. All water shall be retained in Marin County for agricultural uses and for other permitted uses of the Property. Water may be distributed (a) under short-term commitment or arrangement (not being binding on the Grantor for longer than a single year period), (b) to other property owned or leased by Grantor or to a contiguous property and (c) only for agricultural production purposes. No distribution of water shall be permitted that would impair the long-term agricultural productive capacity or the other Protected Values of the Property.



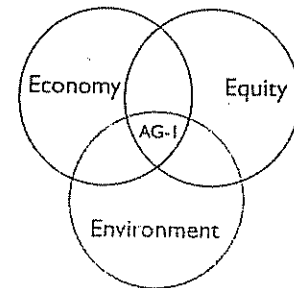
NATURAL SYSTEMS & AGRICULTURE ELEMENT

Limited water supplies constrain agricultural diversification. Historically, agricultural practices in Marin have not created high demands on water supplies; however, the lack of groundwater locally may require limited surface water impoundments to provide irrigation for even a modest diversification of farming. Because most of Marin's row crop farms are small (usually less than 10 acres) and some crops can be dry farmed, relatively small water developments can provide significant irrigation. Strict regulation by numerous agencies intended to ensure environmental protection as well as safeguard against impacts to aquatic habitats presents a challenge to developing agricultural water sources on many sites.

What Are the Desired Outcomes?

GOAL AG-1

Preservation of Agricultural Lands and Resources. Protect agricultural land by maintaining parcels large enough to sustain agricultural production, preventing conversion to non-agricultural uses, and prohibiting uses that are incompatible with long-term agricultural production. Preserve important soils, agricultural water sources, and forage to allow continued agricultural production on agricultural lands.



Policies

AG-1.1 Limit Residential Use. Maintain agricultural production as the principal use on agricultural lands by limiting residential development to that which is reasonably related to agriculture.

AG-1.2 Encourage Contractual Protection. Facilitate agricultural conservation easements, land conservation and Farmland Security Zone contracts, and transfer of development rights between willing owners when used to preserve agricultural lands and resources.

AG-1.3 Preserve Agricultural Zoning. Maintain very low density agricultural zoning in the Inland Rural and Coastal corridors to support land-extensive agricultural production and discourage conversion to non-agricultural uses.

AG-1.4 Limit Non-Agricultural Zoning. Apply non-agricultural zoning only in areas where conflict with agricultural uses will be minimized, and ensure that development standards preserve and enhance nearby agricultural uses.

Agricultural Easements
Agricultural easements help to preserve not only the character of Marin County but also its land's ability to supply food, fiber, and other environmental goods and services. Adding 32,000 acres of easements would more than double the protected biological capacity of pasture and cropland in Marin County.



MARIN COUNTYWIDE PLAN

- AG-1.5** **Restrict Subdivision of Agricultural Lands Within the Coastal, Inland Rural, and Baylands Corridors.** Require that the subdivision of agricultural lands shall only be allowed upon demonstration that long-term productivity on each parcel created would be enhanced as a result of subdivision. In the City-Centered Corridor, subdivision of agricultural lands shall only be allowed upon demonstration that the overall agricultural productivity of the subdivided parcels would not be reduced as a result of the subdivision. In considering subdivisions in all corridors, the County may approve fewer parcels than the maximum number of parcels allowed by applicable Countywide Plan land use designation and by the Development Code, based on site characteristics such as topography, soil, water availability, and the capacity to sustain viable agricultural operations.
- AG-1.6** **Limit Non-Agricultural Development.** Limit non-agricultural development in the Agricultural Production Zone to allowed residential and accessory uses ancillary to and compatible with agricultural production. Require dwellings and other non-agricultural development to be limited in size and grouped together in building envelopes covering no more than 5% of the property or as determined through a site-specific analysis of agricultural and environmental constraints and resources, with the remainder preserved for agricultural production. Residential and non-agricultural development on very large parcels may be limited to less than 5% of the land area.
- AG-1.7** **Limit Ancillary Non-Agricultural Land Uses.** Require non-agricultural land uses on agricultural lands to be ancillary to and compatible with agricultural land uses, agricultural production, and the rural character of the area, and to enhance the economic viability of agricultural operations.
- AG-1.8** **Maintain the Agricultural Land Base.** Encourage private and public owners of lands that have traditionally been used for agriculture to keep land in agricultural use by continuing existing agricultural uses, developing compatible new agricultural uses, and/or leasing lands to agricultural operators.
- AG-1.9** **Continue Agricultural Uses on Federal Land.** Encourage continuation of agricultural operations and uses in the pastoral zones of the Point Reyes National Seashore and the Golden Gate National Recreation Area through long-term tenure agreements (leases) with agricultural operators.
- AG-1.10** **Protect Productive Agricultural Soils.** Discourage or prohibit non-agricultural buildings, impermeable surfaces, or other non-agricultural uses on soils classified by the Natural Resources Conservation Service as Prime Farmland soils or Farmland soils of Statewide Importance.
- AG-1.11** **Preserve Rangeland Forage.** Discourage the conversion of rangeland to non-agricultural uses.
- AG-1.12** **Support Sustainable Water Supplies.** Explore opportunities to provide sustainable water supplies, such as water conservation, collection, treatment, and reuse, to support



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small-scale agricultural diversification in a manner that does not adversely affect aquatic or other resources.

- AG-1.13** **Protect Water Quality to Keep Mariculture Viable.** Protect and enhance the quality of waters used for mariculture through cooperation with other stakeholders, and outreach and education.

Why is this important?

Agriculture can continue and thrive only if the land that supports it is protected.

Environment: Working landscapes that produce food and other agricultural products maintain open areas with living plants, which absorb greenhouse gas emissions. Also, the aesthetic qualities that distinguish the local landscape are reinforced.

Economy: Preserving existing agricultural land and resources is vital to ensuring that agriculture remains an important contributor to a diverse and healthy economy in Marin County. County residents employed in the agricultural sector benefit from accessible, stable jobs.

Equity: Local agricultural production provides consumers with additional, often healthier food choices, and strengthens the cultural heritage and sense of community that stem from a working landscape.

How will results be achieved?

Implementing Programs

AG-1.a *Residential Building Sizes in Agricultural Areas.* The size of residential structures has been or will be dealt with in community plans or specific plans. Since most agricultural areas are located outside of community plan boundaries and no specific plans are anticipated in agricultural areas, standards concerning residential building sizes are covered in this program. The primary purpose of this program is to ensure that lands designated for agricultural use do not become de facto converted to residential use, thereby losing the long-term productivity of such lands. It is also a purpose of this program to enable the intergenerational transfer of agricultural lands within farm families so that the long-term productivity of such lands is maintained.

- a. Residential development shall not be allowed to diminish current or future agricultural use of the property or convert it to primarily residential use.
- b. Agricultural worker housing, up to 540 square of garage space for each dwelling unit, agricultural accessory structures and up to 500 square feet of office space used as a home occupation in connection with the agricultural operation on the property shall be excluded from this policy.
- c. Any proposed residential development above 4,000 square feet shall be subject to design review and must ensure that the mass and scale of new or expanded structures respect environmental site constraints and the character of the



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surrounding area. Such development must be compatible with ridge protection policies (see DES-4.e) and avoid tree-cutting and grading wherever possible.

Such proposed residential development is also subject to discretionary review. The County shall exercise its discretion in light of some or all of the following criteria and for the purpose of ensuring that the parcel does not de facto convert to residential use:

1. The applicant's history of production agriculture.
 2. How the long term agricultural use of the property will be preserved — for example, whether there is an existing or proposed dedication or sale of permanent agricultural easements or other similar protective agricultural restrictions such as Williamson Act contract or farmland security zone.
 3. Whether long term capital investment in agriculture and related infrastructure, such as fencing, processing facilities, market mechanisms, agricultural worker housing or agricultural leasing opportunities have been established or are proposed to be established.
 4. Whether sound land stewardship practices, such as organic certification, riparian habitat restoration, water recharge projects, fish-friendly farming practices, or erosion control measures, have been or will be implemented.
 5. Whether the proposed residence will facilitate the ongoing viability of agriculture such as through the intergenerational transfer of existing agricultural operations.
- d. In no event shall a single-family residence subject to these provisions exceed 7,000 square feet in size.

The square footage limitations noted in the above criteria represent potential maximum dwelling unit sizes and do not establish a mandatory entitlement or guaranteed right to development.

AG-1.b

Require Production and Stewardship Plans. Agricultural Production and Stewardship Plans shall be prepared and submitted for residential and other non-agricultural development as required by the Development Code. The purpose of these plans is to ensure that long-term agricultural productivity will occur and will substantially contribute to Marin's agricultural industry. Such plans shall clearly identify and describe existing and planned agricultural uses for the property, explain in detail their implementation, identify on-site resources and agricultural infrastructure, identify product markets and processing facilities (if appropriate), and demonstrate how the planned agricultural uses substantially contribute to Marin's agricultural industry. Agricultural Production and Stewardship Plans shall provide evidence that at least 90% of the usable land will remain in agricultural production and identify stewardship



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activities to be undertaken to protect agricultural and natural resources. Agricultural Production and Stewardship Plans shall be prepared by qualified professionals with appropriate expertise in range management and land stewardship. The approval of development proposals including Agricultural Production and Stewardship Plans shall include conditions ensuring the proper, long-term implementation of the plan.

The requirement for an Agricultural Production and Stewardship Plan may be waived for dwelling units and residential accessory buildings or structures occupied or used by the property owner(s) or lessee who are directly engaged in the production of agricultural commodities for commercial purposes on the property and agricultural worker housing. It may also be waived for non-agricultural land uses that are determined by the County to be ancillary to and compatible with agricultural production as the primary use of the land. Waivers may be granted when the Review Authority finds that the proposal will not diminish current or future agricultural use of the property or convert it to primarily residential use, as evidenced by bona fide commercial agricultural production on the property, and agricultural infrastructure, such as fencing, processing facilities, marketing mechanisms, agricultural worker housing, or agricultural land leasing opportunities, has been established or will be enhanced. Criteria and standards for defining commercial agricultural production should be developed so that Agricultural Production and Stewardship plans can differentiate between commercial agricultural production and agricultural uses accessory to residential or other non-agricultural uses.

Preparation of an Agricultural Production and Stewardship Plan (APSP) is not intended for applicants with a long history of production agriculture. Projects subject to the potential requirement of preparing an Agricultural and Stewardship Plan should be referred to the Agricultural Review Board for analysis and a recommendation. The Agricultural Review Board should also be requested to periodically review and evaluate the effectiveness of the Agricultural Production and Stewardship Plan program.

- AG-1.c *Consider Incentives for the Voluntary Merger of Parcels on Lands Protected by Agricultural Conservation Easements.* Consider whether it is appropriate for agricultural conservation easements to include incentives for the voluntary merger of contiguously owned agricultural lands.
- AG-1.d *Standardize Conservation Easements.* Modify the format for agricultural conservation easements accepted and held by the County to match that of the Marin Agricultural Land Trust to ensure that County agricultural conservation easements meet current industry standards.
- AG-1.e *Facilitate Land Conservation Contracts.* Encourage agricultural landowners to contract with the County on a voluntary basis through Williamson Act and Farmland Security Zone procedures to restrict the use of their land in exchange for taxation of the land based on agricultural use. Strengthen future Williamson Act contracts by prohibiting subdivision of the land for the duration of these contracts.



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AG-1.f

Review the TDR Program. Evaluate the potential for an expanded Transfer of Development Rights program to achieve effective protection of agricultural lands and the viability of existing agricultural operations. The Community Development Agency in collaboration with the Marin Agricultural Land Trust will seek funding to prepare a feasibility study to include, but not be limited to, the following:

- a. Evaluate the potential for donor and receiver sites within the unincorporated county, as well as consider the feasibility of potential receiver sites within cities and towns in Marin.
- b. Identify possible criteria for identifying donor and receiver sites, and recommend procedures for the resale and transfer of purchased residential development rights.
- c. Evaluate the feasibility of the Marin Agricultural Land Trust or another nonprofit entity to administer or participate in an expanded program.
- d. The feasibility study should be prepared by qualified consultants with expertise in developing and implementing TDR programs.

The above information may also be developed in conjunction with the processing of a TDR project pursuant to the Marin County Development Code.

AG-1.g

Revise Agricultural Zoning Districts. Modify existing agricultural zoning districts to create a more uniform approach to preservation of agricultural lands, development standards, and allowance of ancillary and compatible non-agricultural uses, and to limit incompatible non-agricultural commercial uses. The principal use of agriculturally zoned land shall be agricultural production, with non-agricultural uses limited to necessary residential uses and compatible ancillary uses that enhance farm income.

Consolidate suitable agricultural lands in the Inland Rural Corridor into an effective agricultural zoning district similar to the Agricultural Production Zoning District, and create compatible zoning districts to accommodate lands currently zoned for, but not suited for, agriculture as a principal use.

Agricultural Production Zoning (APZ), or a similar zoning district, shall apply to lands in the Inland Rural Corridor suitable for land-intensive or land-extensive agricultural productivity, as well as on soils classified as Prime Farmland or Farmland of Statewide Importance capable of supporting production agriculture. The purpose of this zoning district shall be to preserve lands within the zone for agricultural uses and support continued agricultural activities. The principal use of these lands shall be agricultural, and any development shall be accessory, incidental, and in support of agricultural production.

Agricultural Residential Planned District Zoning (ARP) shall apply to lands adjacent to residential areas, and at the edges of Agricultural Production Zones in the Inland Rural and Coastal corridors that have potential for agricultural production. This district may



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also be applied to lands with historic or potential agricultural uses within the City-Centered Corridor and in locations that function as community separators or greenbelts. This district is intended to protect agriculture but also allows residential and compatible commercial uses in areas that are transitional between residential and agricultural production uses.

Residential Agricultural Zoning District (RAZ) shall apply in rural areas within the City-Centered, Inland Rural, Coastal, and Baylands corridors to accommodate typical rural uses including small-scale row crop production, 4H projects and associated uses, along with residential uses and compatible commercial uses.

Woodland Conservation Zoning District (WCZ) shall apply to selected lands currently in agricultural zoning districts that have a very dense native tree cover. Aerial photography shall be utilized to determine the extent of canopy cover characterizing properties to be included in this zoning district.

- AG-1.h *Assess ARP Zoning.* Conduct an assessment of lands within the ARP District to determine which are appropriate for agricultural production. Consider rezoning those that are not located near towns, villages, or the City-Centered Corridor, and are physically and geographically suited for agricultural production to an agricultural zoning district similar to the existing APZ District. (See Program AG-1.g, above.)
- AG-1.i *Assess Density in Agricultural Districts.* Conduct an assessment of lands within A-20 or smaller zoning districts to determine which are appropriate for agricultural production. Consider rezoning those that are not suitable for agricultural production to the RAZ or ARP districts.
- AG-1.j *Uphold Right-to-Farm Ordinance.* Continue to implement the right-to-farm ordinance that protects agricultural and mariculture operations from nuisance complaints by adjacent non-agricultural and non-mariculture property owners regarding allowable agricultural procedures and maricultural practices. The ordinance has established a grievance procedure to address the needs of all concerned.
- AG-1.k *Define Non-Agricultural Ancillary Uses.* Develop criteria and standards to identify compatible ancillary and subordinate land uses, such as small-scale environmental and agricultural tourism, that enhance the economic viability of agricultural operations.
- AG-1.l *Preserve Agricultural Lands and Uses.* Continue to use a combination of agricultural zoning, conservation easements, and agricultural preserve contracts with landowners to preserve open agricultural land, and to sustain and encourage dairy and ranching operations.
- AG-1.m *Encourage Agricultural Leasing.* Explore a mix of incentives and guidelines to non-farming landowners to encourage leasing of all or part of their land to farmers and ranchers, as appropriate.



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AG-1.n *Standardize Sustainable Agricultural Indicators.* Establish sustainable agriculture indicators, such as increases in organic and other ecologically sound farming and ranching, to assist in determining farm activities that protect agricultural land, promote farm economic viability, and further social activities necessary to sustain agriculture.

AG-1.o *Map Important Soils.* Identify on digital soils maps the most suitable soils for row crop production. These include soils classified as Prime Farmland Soils and Farmland Soils of Statewide Importance, and soils with similar physical and chemical characteristics within other soil map units. Use this mapping to identify these soils in relation to proposed construction of buildings, impermeable surfaces, or other uses that would prevent farming on these soils.



"The soil is the great connector of our lives, the source and destination of all."

— Wendell Berry, 1977

AG-1.p *Evaluate Small-Scale Water Development.*

Explore means to encourage water conservation, collection, treatment, and re-use and development of other potential small-scale water sources for agriculture that do not adversely affect aquatic or other environmental resources. (See Water Resources, Program WR-3.a in this Element and programs under Goal PFS-2 in the Public Facilities and Services Section, Built Environment Element.)

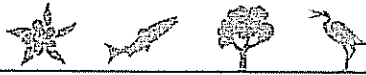
AG-1.q *Support Irrigation Alternatives.* Support the efforts of farmers and ranchers in developing water sources for agricultural diversification. Promote use of

recycled water for irrigation and other nonpotable uses. Promote investment in decentralized solutions such as small-scale waste treatment and rainwater catchments (on a community scale). Assess and implement cost-effective use of recycled water to irrigate County-owned properties, and encourage its use at other public and private facilities. (See also Natural Systems and Agriculture Element, Agriculture and Food Policy AG-1.12 and Program AG-1.n.)

AG-1.r *Provide Agricultural Industry Support.* Encourage agencies to provide online Irrigation Scheduling calculators, a California Irrigation Management Information System (CIMIS) Hotline to provide current reference evapotranspiration data, and a pump and system efficiency test program to determine how efficiently the irrigation system is applying water to crops.

AG-1.s *Maintain Up-to-Date Agricultural Statistics.* Monitor and maintain up-to-date statistics on agricultural production values, land costs, expenses, and other data affecting the agricultural economy.

AG-1.t *Pursue Preparation of a Hillside Agricultural Grading Program.* Continue to evaluate the feasibility of preparing and enacting a hillside agricultural grading program to include regulations, landowner education, and incentives to address the sensitivity of



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streams to agricultural grading on adjacent steep slopes. Pertinent information could be provided through the Resource Conservation District, Agricultural Commissioner's Office, or the University of California Cooperative Extension, or as part of the Natural Resource Information Program called for in Program BIO-1.c.

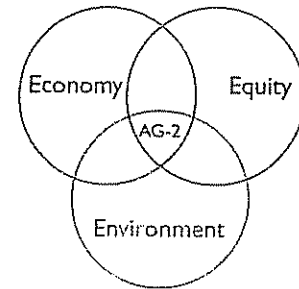
What Are the Desired Outcomes?

GOAL AG-2

Improved Agricultural Viability. Enhance the viability of Marin County farms, ranches, and agricultural industries.

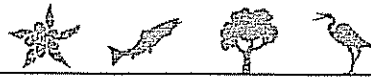
Policies

- AG-2.1 **Promote Organic Certification.** Support Marin Organic Certified Agriculture (MOCA) to perform local organic farm certification to comply with National Organic Program (NOP) standards.
- AG-2.2 **Support Local, Organic, and Grass-Fed Agriculture.** Encourage and protect local, organic, grass-fed, and other ecologically sound agricultural practices, such as dry farming, including field crops and animal agriculture, as a means to increase on-farm income, diversify Marin agriculture, and provide healthy food for the local supply.
- AG-2.3 **Support Small-Scale Diversification.** Diversify agricultural uses and products on a small percentage of agricultural lands to complement existing traditional uses, help ensure the continued economic viability of the county agricultural industry, and provide increased food security.
- AG-2.4 **Encourage Agricultural Processing.** Encourage processing and distribution of locally produced foods to support local food security and strengthen Marin's agricultural industry.
- AG-2.5 **Market Local Products.** Support the efforts of local farmers and ranchers to develop more diverse and profitable markets related to agriculture, including a permanent public market and direct marketing to local and regional restaurants for Marin County agricultural products.



Sustainable Farming

Sustainable farming practices such as organic and dry farming can both reduce a farm's demand for resources and preserve its ability to provide food in the future. One hundred acres of farmland that relies heavily on artificial fertilizer, for example, requires an energy footprint of almost 10 global acres just to support its fertilizer consumption. Conventional farming and pasture management can also damage soil fertility, reducing the future biocapacity of that land.



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- AG-2.6** **Promote Small-Scale Crop Production.** Encourage small-scale row crop production that contributes to local food security on appropriate sites throughout the county.
- AG-2.7** **Preserve and Promote Mariculture.** Support maricultural usage of tidelands and onshore production areas. The need for mariculture sites in coastal waters should be aligned with the need to provide for other uses, such as commercial fishing, recreational clamming and boating, and protection of coastal native wildlife species, water, and visual resources.
- AG-2.8** **Avoid Introduction of Invasive Mariculture Species.** Encourage State and federal regulatory agencies that permit mariculture activities to prevent the introduction of invasive species.
- AG-2.9** **Support Livestock Production Programs.** Assist ranchers in using nonlethal methods to protect herd animals from predators.
- AG-2.10** **Increase Knowledge of Agriculture.** Raise the level of public awareness and understanding of Marin County agriculture, including its ecological, economic, open space, and cultural value, and its importance to local food security.
- AG-2.11** **Facilitate the Intergenerational Transfer of Agricultural Land.** Encourage and support transfer through inheritance, sale, or lease of agricultural properties to future generations of ranchers and farmers.



"The farm is a place to live. The criterion of success is a harmonious balance between plants, animals, and people; between the domestic and the wild; between utility and beauty."

— Aldo Leopold

Why is this important?

Encouraging and supporting Marin agricultural producers in developing specialty products and markets will help to keep farming viable.

Environment: Viable agricultural operations provide habitats for many native plant and animal species, and have many fewer negative impacts to the environment than alternative types of development that could replace non-viable farms and ranches.

Economy: Diversification and local processing contribute to the economic viability of Marin's agricultural industry by ensuring the continuation of the farming and ranching community.

Equity: Encouraging new generations of farmers and ranchers to retain land in active agricultural production helps to keep Marin's historic agricultural heritage alive while providing food security.



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How will results be achieved?

Implementing Programs

AG-2.a Promote Organic Products. Provide adequate staffing to respond to expected annual growth for all Marin producers and handlers that wish to obtain organic certification. Develop incentives to encourage farmers and ranchers to transition from conventional farming practices to organic, grass-fed, or other ecologically sound techniques such as dry farming, or "beyond organic" (addressing ethical criteria not included in USDA organic standards).

AG-2.b Support Sustainable Agriculture. Work with University of California Cooperative Extension (Farm Advisor) and Marin County Agricultural Commissioner's staff to assist producers with development, diversification, and marketing of Marin's sustainable agricultural products.

AG-2.c Review Existing Development Code Criteria and Standards. Review and amend the Development Code as appropriate to include new and/or modified criteria and standards for agricultural processing and sales while limiting uses that are not compatible with sustainable agriculture. Consideration should be given to Development Code revisions that ensure agricultural processing and sales-related uses will not result in any significant impacts, such as those related to traffic, noise, and views. Continue to support the efforts of the UC Cooperative Extension, Marin Resource Conservation District, Marin County Farm Bureau, Marin Agricultural Land Trust, Marin Organic, Marin County Agricultural Commissioner, and Marin County Farmer's Market to plan for agriculture in Marin and ensure that the new criteria and standards are consistent with the County's goals of improved agricultural viability and preservation and restoration of the natural environment.

Integrated Pest Management
Controlling pests in a safe, environmentally sound manner can have multiple benefits for Marin's ecosystems and public health.
Learn more at: www.ourwaterourworld.org.

AG-2.d Expedite Permitting. Continue to simplify and expedite the permitting process for bona fide agricultural enterprises.

AG-2.e Train Staff. Educate County staff regarding the needs, benefits, and operational aspects of production agriculture, and how these are affected by the County permitting process.

AG-2.f Permit Special Signage. Allow agricultural producers to use small, tasteful, on-site signage to advertise their products and services, and consider the establishment of a community based program of discreet, off-site signs for directing the public to on-farm sales areas.

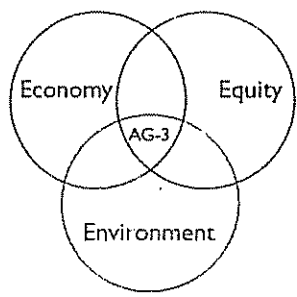


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- AG-2.g *Consider Mariculture Zoning.* Amend the Development Code to include mariculture as a conditional use in the C-RSP or other zoning districts as appropriate for lands located along the shoreline of Tomales Bay.
- AG-2.h *Conduct a Cumulative Analysis of Mariculture Operations.* Encourage the California Department of Fish and Game, U.S. Fish and Wildlife Service, or any other qualified entity to conduct a cumulative analysis of mariculture operations.
- AG-2.i *Support County Livestock Protection Program.* Continue to support the Livestock Protection Program, and provide livestock ranchers with technical assistance and funding to implement nonlethal predator control methods.
- AG-2.j *Promote Local Foods.* Promote the distribution of local foods through the Community Food Bank. Continue to offer farmers' market food coupons to food stamp and WIC recipients but increase the individual allotment.
- AG-2.k *Promote Agriculture Education in Schools.* Support sustainable agriculture education, such as the Food for Thought curricula, in local schools, including the College of Marin.
- AG-2.l *Raise Agricultural Awareness.* Promote public appreciation of agriculture by supporting organizations and agencies that carry out educational programs.
- AG-2.m *Draw Attention to Agricultural Areas.* Identify agricultural areas with placement of appropriate directional signs in an effort to inform residents and visitors of the importance of agriculture in Marin.
- AG-2.n *Support Food and Agriculture Assessment Panel.* Assess the effects of local, State, and federal policies on agriculture, and determine future policy directions.

What Are the Desired Outcomes?

GOAL AG-3



Community Food Security. Increase the diversity of locally produced foods to give residents greater access to a healthy, nutritionally adequate diet.

Policies

AG-3.1 Support Local Food Production. Promote local food production in agricultural zoning districts, as well as on appropriate urban and suburban lands.



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AG-3.2 Promote Local and Organic Food.
Increase consumer appreciation of, and access to, locally produced and organic food and agricultural products.

AG-3.3 Enhance Food Security Education.
Promote public awareness and education about the importance of locally produced food and food security.

Why is this important?

Growing food locally offers many benefits to growers and consumers.

Environment: Locally grown food requires less energy and resources to transport, thus reducing greenhouse gas emissions and decreasing the size of our ecological footprint.

Economy: Buying local products supports the local economy; encourages efforts to develop diversified agricultural operations, including on-farm processing; and ensures that food is available regardless of trade and other issues that can affect supplies.

Equity: Locally available, fresh, organic food provides numerous health benefits and can be more readily accessed in the event of an emergency.

How will results be achieved?

Implementing Programs

AG-3.a Encourage Community Gardens. Allow community gardens on County property that is underutilized or where such use would complement current use, and amend the Development Code to require space for on-site community gardens in new residential developments of 10 units or greater. Work with community-based organizations to manage such gardens using ecologically sound techniques and to provide on-site water if available (find more information at www.communitygarden.org).



Local Food

The food that Marin residents eat doesn't only place demand on cropland. Food products that travel many "food miles" from farm to dinner plate can have an energy footprint much higher than the same products produced locally. Flying a single bottle of Australian wine to the United States demands an energy footprint of almost 250 square feet.



"There is no love sincerer than the love of food."

— George Bernard Shaw



"Health and cheerfulness mutually beget each other."

— Joseph Addison



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*"He who hath
good health is young."*

— Proverb



*"Nature has given to us
the seeds of knowledge,
but not knowledge itself."*

— Seneca

AG-3.b *Provide Community Education.* Provide community education regarding organic and other ecologically sound techniques of farming and the benefits of its produce. Raise awareness of farmers' market dates and times.

AG-3.c *Promote Edible Landscaping.* Encourage fruit trees or other edible landscaping when possible in new development and when renewing planting on County property where appropriate. Include the replacement of irrigated ornamentals with drought-resistant edible plants, as appropriate.

AG-3.d *Use Locally Grown and/or Organic Foods in County Services.* Develop and adopt a food policy and procurement program that incorporates organic and locally grown foods into cafeteria services, the jail, and County-sponsored events.

AG-3.e *Promote Organic Food in Schools.* Support school programs, including on-site gardens, that incorporate organic foods into school meals.

AG-3.f *Support Local Groups.* Support the efforts of local groups such as the Marin Food Policy Council that make recommendations and support forums addressing sustainable food systems.



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Figure 2-29 Relationships of Goals to Guiding Principles

This figure illustrates the relationships of each goal in this Section to the Guiding Principles.

Goals	Guiding Principles											
	1. Link equity, economy, and the environment locally, regionally, and globally.	2. Minimize the use of finite resources and use all resources efficiently and effectively.	3. Reduce the use and minimize the release of hazardous materials.	4. Reduce greenhouse gas emissions that contribute to global warming.	5. Preserve our natural assets.	6. Protect our agricultural assets.	7. Provide efficient and effective transportation.	8. Supply housing affordable to the full range of our workforce and diverse community.	9. Foster businesses that create economic, environmental, and social benefits.	10. Educate and prepare our workforce and residents.	11. Cultivate ethnic, cultural, and socioeconomic diversity.	12. Support public health, safety, and social justice.
AG-1 Preservation of Agricultural Lands and Resources	•			•	•	•						
AG-2 Improved Agricultural Viability	•			•	•	•			•			
AG-3 Community Food Security	•			•	•	•			•		•	•



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How Will Success Be Measured?

Indicator Monitoring

Nonbinding indicators, benchmarks, and targets¹ will help to measure and evaluate progress. This process will also provide a context in which to consider the need for new or revised implementation measures.

Indicators	Benchmarks	Targets
Acres preserved with agricultural easements.	28,377 acres preserved in 2000.	Increase by 25,000 acres by 2010 and by 12,500 additional acres by 2015.
Acres of land farmed organically.	357 acres in 2000.	Increase by 1,500% by 2010 and 1,700% by 2015.
Annual sales of identified Marin farmers' markets: Civic Center, Downtown San Rafael, Novato, and Fairfax.	\$9,860,000 in 2005.	Increase annual sales 10% by 2010 and 15% by 2015.

¹Many factors beyond Marin County government control, including adequate funding and staff resources, may affect the estimated time frame for achieving targets and program implementation.



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Program Implementation

The following table summarizes responsibilities, potential funding priorities, and estimated time frames for proposed implementation programs. Program implementation within the estimated time frame¹ will be dependent upon the availability of adequate funding and staff resources.

**Figure 2-30
Agriculture and Food Program Implementation**

Programs	Responsibility	Potential Funding	Priority	Time Frame
AG-1.a - Residential Building Sizes in Agricultural Areas	CDA	Existing budget	High	Short term
AG-1.b - Require Production and Stewardship Plans.	CDA	Existing budget	High	Ongoing
AG-1.c - Consider Incentives for the Voluntary Merger of Parcels on Lands Protected by Agricultural Conservation Easements.	CDA	Existing budget	Low	Med. term
AG-1.d - Standardize Conservation Easements.	CDA, County Counsel, UCCE-FA ²	Existing budget	Low	Med. term
AG-1.e - Facilitate Land Conservation Contracts	CDA, Assessor's Office	Existing budget	Low	Med. term
AG-1.f - Review the TDR Program.	CDA	Existing budget and may require additional grants or revenue ³	Medium	Short term
AG-1.g - Revise Agricultural Zoning Districts.	CDA	Existing budget and may require additional grants or revenue ³	High	Med. term
AG-1.h - Assess ARP Zoning.	CDA	Existing budget and may require additional grants or revenue ³	Medium	Long term
AG-1.i - Assess Density in Agricultural Districts.	CDA	Existing budget	Medium	Long term

¹Time frames include: Immediate (0-1 years); Short term (1-4 years); Med. term (4-7 years); Long term (over 7 years); and Ongoing

²UCCE-FA: University of California Cooperative Extension, FA: Farm Advisor

³Completion of this task is dependent on acquiring additional funding. Consequently, funding availability could lengthen or shorten the time frame and ultimate implementation of this program



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Programs	Responsibility	Potential Funding	Priority	Time Frame
AG-1.j - Uphold Right-to-Farm Ordinance.	CDA or Agricultural Commissioner	Existing budget	High	Ongoing
AG-1.k - Define Non-Agricultural Ancillary Uses.	CDA, UCCE-FA	Existing budget	High	Immediate
AG-1.l - Preserve Agricultural Lands and Uses.	CDA, Assessor's Office, MALT	Existing budget	High	Ongoing
AG-1.m - Encourage Agricultural Leasing.	CDA or Agricultural Commissioner, UCCE-FA	Existing budget	High	Ongoing
AG-1.n - Standardize Sustainable Agricultural Indicators.	Agricultural Commissioner, UCCE-FA	Existing budget	High	Med. term
AG-1.o - Map Important Soils.	NRCS, CDA, UCCE-FA, Agricultural Commissioner	Existing budget and may require additional grants or revenue ³	High	Immediate
AG-1.p - Evaluate Small-Scale Water Development.	Agricultural Commissioner, UCCE-FA, Water Districts, RCD	- Existing budget and may require additional grants or revenue ³	Medium	Med. term
AG-1.q - Support Irrigation Alternatives.	Agricultural Commissioner, UCCE-FA, Water Districts, RCD	Existing budget and may require additional grants or revenue ³	Medium	Long term
AG-1.r - Provide Agricultural Industry Support.	Agricultural Commissioner, UCCE-FA	Will require additional grants or revenue ³	Medium	Long term
AG-1.s - Maintain Up-to-Date Agricultural Statistics.	Agricultural Commissioner, UCCE-FA, CDA	Existing budget and may require additional grants or revenue ³	Medium	Long term
AG-1.t - Pursue Preparation of a Hillside Agricultural Grading Program.	Agricultural Commissioner	Existing budget and may require additional grants or revenue ³	Medium	Short term
AG-2.a - Promote Organic Products.	Agricultural Commissioner, MOCA, UCCE-FA, CBO's	Existing budget and may require additional grants or revenue ³	High	Ongoing
AG-2.b - Support Sustainable Agriculture.	Agricultural Commissioner, MOCA, UCCE-FA, CBO's	Existing budget and may require additional grants or revenue ³	High	Ongoing



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Programs	Responsibility	Potential Funding	Priority	Time Frame
AG-2.c - Review Existing Development Code Criteria and Standards.	CDA	Existing budget	High	Short term
AG-2.d - Expedite Permitting.	CDA or Agricultural Commissioner, UCCE-FA	Existing budget	High	Ongoing
AG-2.e - Train Staff.	CDA, UCCE-FA, Agricultural Commissioner	Existing budget and may require additional grants or revenue ³	High	Ongoing
AG-2.f - Permit Special Signage.	CDA	Existing budget and may require additional grants or revenue ³	Low	Med. term
AG-2.g - Consider Mariculture Zoning.	CDA	Existing budget and may require additional grants or revenue ³	Medium	Med. term
AG-2.h - Conduct a Cumulative Analysis of Mariculture Operations.	CDA, USFWS, UCCE-SeaGrant, other Resource Protection Agencies	Will require additional grants or revenue ³	Medium	Long term
AG-2.i - Support County Livestock Protection Program.	Agricultural Commissioner	Existing budget	High	Ongoing
AG-2.j - Promote Local Foods.	H&HS, Marin Food Policy Council, CBO's, UCCE-FA	Existing budget and may require additional grants or revenue ³	Medium	Med. term
AG-2.k - Promote Agriculture Education in Schools.	Marin Food Policy Council, School Districts, COM, CBO's, UCCE-FA, Agricultural Commissioner	Existing budgets and may require additional grants or revenue ³	High	Ongoing
AG-2.l - Raise Agricultural Awareness.	UCCE-FA, Marin Economic Commission (MEC), Agricultural Commissioner, CBO's	Existing budget	High	Ongoing
AG-2.m - Draw Attention to Agricultural Areas.	UCCE-FA, Agricultural Commissioner, CBO's	Existing budget and may require additional grants or revenue ³	High	Ongoing



MARIN COUNTYWIDE PLAN

Programs	Responsibility	Potential Funding	Priority	Time Frame
AG-2.n - Support Food and Agriculture Assessment Panel.	Agricultural Commissioner, UCCE-FA	Will require additional grants or revenue ³	Medium	Med. Term
AG-3.a - Encourage Community Gardens.	CDA, Agricultural Commissioner, UCCE-FA, DPW, MCOSSD	Existing budget	Low	Ongoing
AG-3.b - Provide Community Education.	UCCE-FA, Agricultural Commissioner, CBO's	Existing budget and may require additional grants or revenue ³	Medium	Ongoing
AG-3.c - Promote Edible Landscaping.	CDA, Agricultural Commissioner, UCCE-FA, MCOSSD	Existing budget	Low	Ongoing
AG-3.d - Use Locally Grown and/or Organic Foods in County Services.	Cultural Services, Agricultural Commissioner, UCCE-FA	Existing budget and may require additional grants or revenues, as well as Incentive Payments to Growers	High	Ongoing
AG-3.e - Promote Organic Food in Schools.	UCCE-FA, Agricultural Commissioner, Marin Food Policy Council, CBO's	Existing budget and may require additional grants or revenue ³	Medium	Ongoing
AG-3.f - Support Local Groups.	Agricultural Commissioner, CBO's UCCE-FA	Existing budget and may require additional grants or revenue ³	Medium	Ongoing



MARIN COUNTY FARM BUREAU

P.O. Box 219, Pt. Reyes, CA 94956

April 13, 2009

The Honorable Charles McGlashan
President, Marin County Board of Supervisors
cmcglashan@co.marin.ca.us

Re: County of Marin Agricultural Conservation Easement Template

Dear President McGlashan and members of the Board. I just received the model template of the proposed conservation easement on Sunday and have not had ample time to thoroughly digest the entire document. While Farm Bureau does support having a unified easement that matches appropriately with that of the Marin Agricultural Land Trust, I do have two concerns based off of what I have had time to read so far.

First, the concept that the owners of the land be called the "Grantor" is this to mean that all willing landowners have to grant a conservation easement. While MALT certainly accepts grants from landowners, MALT typically purchases the development rights. I would ask that this document refer to grantors as "grantors or sellers".

Second, the last paragraph on page 3 reads: "To be paid by Grantor a fee to cover the cost of monitoring not to exceed [] hours per monitoring event, with the monitoring fee to be based on the prevailing hourly rate as designated under "General Planning Services" of the Marin County Community Development Agency – Planning Division Fee Schedule, as determined by the Board of Supervisors, or, in the absence of such Fee Schedule, under a comparable fee schedule determined from time to time by the Board of Supervisors. In the event that the County as Holder assigns or delegates its monitoring responsibilities hereunder to an assignee or designee, the Grantor shall pay that assignee or designee the same monitoring fee that would have been payable to the County." I strongly object to imposing a fee on the landowners who have just granted an easement to the County. While there is a cost to monitoring which has to take place, MALT has certainly never charged their landowners a fee for this service. I ask that this paragraph be removed.

I would also like to ask for some more time to review this and see what the Agricultural Advisory Committee thinks of this. My father who serves on this committee says they have not worked with County staff to create this document. They were informed over two years ago that the County would like to have a conservation template in place, but no discussions have ever taken place since then. This committee has never even seen the final document which is before you today.

Thank you for your considerations,

Dominic Grossi,

President

Marin County Farm Bureau

BOS ATTACHMENT #3

Patri, Johanna

From: gbatmuirb@aol.com
Sent: Tuesday, April 14, 2009 1:11 AM
To: McGlashan, Charles; Brown, Hal; Kinsey, Steven; Adams, Susan; Arnold, Judy
Cc: Lai, Thomas; Patri, Johanna
Subject: Sierra Club: 30 Day Postponement re Agenda Item #14 - Ag Easement Template

Dear Supervisors: The Sierra Club requests a 30-day postponement of your decision on the Ag Easement Template (4/14/09 agenda item #14).

This Ag Easement Template was sent Monday afternoon by Planning staff in response to my call. However, the template was not attached to the public agenda of the Supervisor's mtg as of Friday 4/10/09 and is still not attached now, roughly 10 hours before the decision on it is scheduled. The 4/2/09 "courtesy notice" directed the interested public to a general description of the template that was and still is absent the actual template itself. If I am not mistaken, California law requires that the public have at least 72 hours notice of the actual text of items scheduled for vote, not merely a general description of those items.

The Notice also notes that comments on the Template "should be submitted...at least 10 days prior to the meeting date" yet the Template "may be obtained on the Friday before the scheduled meeting" (ie 4 days prior to the meeting date). It is not clear to me how the public can be expected to comment on any issue 10 days before a decision when the text of the issue is only promised to the public 4 days before the decision (and not actually available until the day before the scheduled decision).

Since the Sierra Club was deeply involved in the creation of the first affirmative Ag easement (on the Moritz property) we would have appreciated some consultation on the final form of this template. Instead, it appears that the template was vetted only by the Marin Ag Advisory Group, which meets in private and whose minutes and recommendations are not public. It is not clear to me why ag related issues, in which the ag community constantly tries to make clear should be important to all Marin citizens, continue to be conducted behind closed doors.

Nevertheless, my cursory review of the Ag template appears to indicate that the Planning staff and the Ag Group has done a reasonable job, however, we need to have our attorney's advice on this complex legal matter and thus we are requesting that you Supervisors postpone this decision for 30 days. The one point of dissension that I will raise now is that there does not appear to be any third-party ability to require enforcement, a concern we also raised in the Mortiz proceedings.

BOS ATTACHMENT #4

4/14/2009

I cannot attend Tuesday's meeting but trust that the Club's concerns will be honored with our requested 30-day postponement of your decision on this matter.

Gordon Bennett, Sierra Club

-----Original Message-----

From: Lai, Thomas <TLai@co.marin.ca.us>
To: Gordon Bennett <gbatmuirb@aol.com>
Cc: Patri, Johanna <JPatri@co.marin.ca.us>
Sent: Mon, 13 Apr 2009 3:27 pm
Subject: Ag Easement Template

Hi Gordon,

Attached is the template that's included as Attachment 1 in the Board staff report.

Regards,
-Tom

Thomas Lai, AICP	
	Deputy Director - Planning Services Marin County Community Development Agency 3501 Civic Center Drive, Room 308 San Rafael, California 94903 Phone: (415) 499-6292/Facsimile: (415) 499-7880 Email: tlai@co.marin.ca.us www.co.marin.ca.us

Email Disclaimer: <http://www.co.marin.ca.us/nav/misc/EmailDisclaimer.cfm>

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