

SAMPLE

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2
Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

AGRICULTURAL CONSERVATION COVENANT

[FRANCIS FARMER PROPERTY]

CIVIL CODE SECTIONS 815 *ET SEQ.* AND 1471

THIS AGREEMENT is entered into by and between THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code section 5500 *et seq.* ("DISTRICT") and, [FRANCIS FARMER] ("OWNER").

RECITALS

A. The DISTRICT was formed to further the state policy on the preservation of open space expressed in Government Code section 65562 and to implement the Agriculture and Open Space Elements of the Sonoma County General Plan, amongst other purposes. The DISTRICT is funded by a voter-approved sales tax, which may be spent only in accordance with the Expenditure Plan approved by the voters in 2006 ("2006 Expenditure Plan").

B. Paragraph 3 of the 2006 Expenditure Plan authorizes expenditures to protect working farms and ranches and other lands used for the production of food, fiber, and plant materials and the raising and maintaining of livestock and farm animals.

C. The DISTRICT's Board of Directors has found and declared that (1) the agricultural lands

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of the County of Sonoma contribute substantially to the local, state, national, and world food supply and are a vital part of the local and state economy; (2) the growing population and expanding economy of the County have had a profound impact on the ability of the public and private sectors to conserve land for the production of food and fiber, especially agricultural land around urban areas; (3) market demand for agricultural lands that remain available for more profitable non-farm uses makes farmland less available and more expensive for Sonoma County farmers; (4) agricultural lands near urban areas that are maintained in productive agricultural use are a significant part of California's agricultural heritage, contribute to the economic betterment of local areas and the entire state and are an important source of food, fiber, and other agricultural products; and (5) keeping agricultural land in productive use protects the local food supply and the larger agricultural economy for the benefit of future generations. This Covenant is intended to address these local and statewide concerns by keeping the subject farmland in production.

D. OWNER is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property"). The Property is located at [1234 Valley Water Drive] in [Sebastopol] Sonoma County, California, and is identified at the Effective Date by assessor's parcel number(s) [120-050-120 and 120-050-121].

E. In a companion transaction of even date, OWNER has conveyed a conservation easement to the DISTRICT generally limiting the use of the Property to agricultural, residential, and low-intensity outdoor recreation and educational uses consistent with identified conservation values (the "Conservation Easement"). The purpose of the DISTRICT's acquisition of the Conservation Easement is to protect and preserve the agricultural, natural resource, and scenic values of the Property.

F. This Agricultural Conservation Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual use of specified portions of the Property for agricultural production consistent with the terms of the Conservation Easement.

G. In a companion transaction of even date, Owner has granted to the District and its assignees an irrevocable offer of dedication ("Irrevocable Offer of Dedication") of an agricultural leasehold interest in the Property to secure the Owner's performance under this Covenant.

A G R E E M E N T

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OWNER and DISTRICT agree as follows:

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1. Covenant. OWNER hereby conveys to the DISTRICT an agricultural conservation covenant within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§ 815 *et seq.*, and Civil Code § 1471 and the common law of California (“Covenant”), to assure the continued and perpetual agricultural use of the Property in a manner consistent with the Conservation Easement and the provisions herein. In the event of a conflict between OWNER’s obligations under this Covenant and the restrictions established by the Conservation Easement, the Conservation Easement will take priority, to the extent of the conflict.

2. Affirmative Rights Conveyed. To accomplish the purposes of this Covenant, OWNER conveys the following rights and interests to DISTRICT:

- (a) To ensure Mandatory Agricultural Use (as defined in Section 4 below) of the Property;
- (b) To enter upon, inspect, observe, and study the Property from time-to-time, in its sole discretion, to determine if OWNER is in compliance with this Covenant;
- (c) To inspect, copy, and audit OWNER’s financial, farming, regulatory, and programmatic records, of any type, nature, or description as DISTRICT deems necessary to ensure OWNER’s compliance with this Covenant; and
- (d) DISTRICT shall have the right, but not the obligation, to hold up to three (3) public agricultural education events on the Property each year, at DISTRICT’s expense. Each event will have no more than fifty (50) people in attendance. DISTRICT shall work with OWNER to schedule such events around the normal working schedule of the agricultural operation (such as planting and harvest times, calving/lambing, milking, or scheduled applications of agrichemicals). These events shall be in addition to, not instead of, those required of OWNER pursuant to Section 3.

3. Obligation to Provide Agricultural Education and Outreach. OWNER shall provide, free of charge and at OWNER’s expense, no fewer than one (1) public agricultural education event on the Property each year. Such event will include information about the agricultural operation of the Property, the DISTRICT’s role in protecting the Property, and the role of farming and/or ranching in local food systems. OWNER shall be responsible for planning the curriculum, either itself or through a partner qualified to provide agricultural education, such as an agricultural nonprofit, a resource conservation district, or an educator.

4. Obligation to Continue Agricultural Use. OWNER agrees that it will carry out or otherwise ensure continued and ongoing Agricultural Use of the Property (as defined below) [primarily for the production of food] in accordance with the requirements set forth in Section 4(a) through (g), inclusive (“Mandatory Agricultural Use”). OWNER may engage one or more agricultural

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tenant(s) to carry out its Mandatory Agricultural Use obligations on the Property; however, regardless of whether OWNER engages any agricultural tenant, OWNER shall remain responsible for complying with all obligations of this Covenant, including the Mandatory Agricultural Use provisions of this Section.

- a) **Agricultural Use**. OWNER agrees that, for purposes of determining compliance with the Mandatory Agricultural Use obligation, “Agricultural Use” of the Property means commercial-scale production of agricultural products as permitted by and consistent with the Conservation Easement. Other activities and uses that are related to agriculture, such as processing, compost generation, direct-marketing and sales, personal gardens, and pet animals do not qualify as Agricultural Use for the purposes of this Covenant.
- b) **Productive Capacity**. OWNER shall maintain Agricultural Use of the Property on a scale reasonably commensurate with its capacity for commercial agricultural production, taking into account OWNER’s farming or ranching philosophy (such as organic, biodynamic, or conventional), selected agricultural use(s), agricultural constraints of the Property (such as water availability, soils, and slope), and normal stocking rates or crop schedules in the surrounding area. This requirement is not intended to preclude distribution of agricultural products free of charge, such as to charitable organizations.
- c) **OPTIONAL: Food Security**. Non-food crops, such as wine grapes, fiber crops, ornamental crops, medicinal crops, livestock feed crops, and crops of a similar nature, shall be grown on no more than ten percent (10%) of the Production Area.]
- d) **OPTIONAL: Sustainable Practices**. OWNER shall implement practices that enhance the agricultural values of the Property, including those that address soil health, improve pollinator habitat, and increase the water retention capacity of the soil, in accordance with a management plan (such as a Conservation Plan, Carbon Farm Plan, or Agricultural Management Plan) created by a qualified agricultural expert.]
- e) **Production Area**. The “Production Area” is that certain portion of the Property where Mandatory Agricultural Use is required, as more specifically described in Exhibit B and Exhibit C, attached hereto and incorporated herein. A map depicting the size and locations of the Production Area, Natural Areas, and Building Envelopes is attached as Exhibit B (Agricultural Map). A legal descriptions for the Production Area is attached hereto as Exhibit C. In the event that a conflict is found between the written descriptions in Exhibit C and the map in Exhibit B, the written description in Exhibit C shall prevail. If there is a dispute regarding the location of Production Area boundaries on the ground, either party may obtain a survey of the area at issue at its own expense.
- f) **Minimum Acreage Requirement**. OWNER shall maintain in Agricultural Use at least seventy-five percent (75%) of the Production Area, on average, calculated over a consecutive three-year period (“Minimum Acreage Requirement”). Any portion of the Production Area not in Agricultural Use at any given time shall be managed in such a way as to maintain or enhance the agricultural values of the Property (as defined by the Conservation Easement), for example by implementing soil health practices such as weed

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management, cover cropping, and strategic grazing.

g) **Obligation to Seek Tenant.** If OWNER has determined it cannot, or does not wish to, continue directly carrying out the Mandatory Agricultural Use obligations established by this Covenant, OWNER shall in good faith promptly seek and retain a tenant who is a Qualified Operator (defined below) to fulfill these obligations on behalf of OWNER so that OWNER, either directly or through its tenant(s), is diligently and continuously fulfilling the Mandatory Agricultural Use obligations on the Property in perpetuity. OWNER shall promptly use all available means, including, without limitation, advertising, requests for proposals, and consultation with established local farmers and farm service organizations to obtain a Qualified Operator or Operators to carry out Agricultural Use on the Property.

i. *Qualified Operator.* Except as corporate entities may qualify in accordance with this subsection, a “Qualified Operator” is a natural person with sufficient knowledge, experience, and financial resources to carry on agricultural production on the Property in accordance with this Covenant. A Qualified Operator does not need to be an individual acting in their personal capacity, and may include a corporation or non-profit demonstrating sufficient organizational knowledge, experience, and financial resources to carry on commercially viable agricultural production on the Property in accordance with this Covenant.

(1) For a corporation to establish Qualified Operator status, it must demonstrate that a shareholder or shareholders of the corporation who collectively own fifty percent (50%) or more of the corporation is each personally a Qualified Operator. For a partnership or other entity to establish Qualified Operator status, it must demonstrate that one or more partners, owners, holders, or beneficiaries, as applicable, who collectively own or hold fifty percent (50%) or more of the entity is each personally a Qualified Operator. Notwithstanding the foregoing, the percentage ownership requirements of this subsection (regarding corporate ownership or ownership by a partnership or other entity) shall be reduced to thirty-three percent (33%) if the shareholder(s), partner(s), owner(s), holder(s), or beneficiary(ies) who own such share and who personally qualify(ies) as a Qualified Operator is appointed manager of said corporation, partnership, or other entity with operating control established in the corporation or partnership's governing documents.

ii. *Lease Requirements.*

(1) Prior to executing any lease, OWNER shall make a copy of the proposed lease available to the DISTRICT for its review and approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, DISTRICT may condition its approval of a proposed lease on its determination that the proposed tenant is a Qualified Operator, which determination may be made by DISTRICT at its sole discretion.

(2) Any lease shall ensure that agricultural tenant(s), individually or

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collectively, are allowed such use of the Property as is necessary to fulfill the obligations of this Covenant as to the land subject to the lease.

- (3) Unless otherwise approved by DISTRICT, each lease shall (a) have a duration sufficiently long (a minimum of five (5) years) to enable the agricultural tenant to make the financial commitments and investments needed for successful agricultural production on the Property, and (b) provide for a fair and reasonable rental rate at or below the then-prevailing rate for comparable farms and ranches in Sonoma County.
- (4) Any agriculture production lease entered into by OWNER with its selected agricultural tenant(s) shall be subject to the terms of this Covenant and the Conservation Easement, including but not limited to Section 15.6 (Subsequent Deeds and Leases) thereof.

5. Exceptions to Mandatory Agricultural Use Requirement.

a) Soil Health Periods. With prior approval from DISTRICT, OWNER may be temporarily excused from performance of the Minimum Acreage Requirement (see Section 4(f)), by taking more than twenty-five percent (25%) of the Production Area out of production for a reasonable, specified period of time (a “Soil Health Period”) as part of a plan designed to improve the soil health, agricultural productivity, and/or carbon sequestering capacity of the Property based on best available soil science information (“Soil Health Period Plan”). The Soil Health Period Plan will describe goals and objectives for improvement of the Production Area, the activities and treatments (including fallow periods) to be implemented, locations of treatments, timelines, and a description of how Agricultural Use will resume after the Soil Health Period ends. The Soil Health Period Plan shall be submitted to the DISTRICT and receive DISTRICT approval prior to taking such land out of Agricultural Use.

b) Hardship Deferrals. If, due to age, disability, infirmity, or other similar personal hardship, OWNER cannot carry out the Mandatory Agricultural Use obligations in accordance with Section 4, OWNER may request from DISTRICT a temporary excuse from performance (“Hardship Deferral”). Such request for Hardship Deferral will include the reason the OWNER is unable to continue Agricultural Use of the Property; the acreage to be taken out of production; and plans for property maintenance, including fencing and infrastructure maintenance, soil health maintenance, and appropriate weed management. A Hardship Deferral, if approved by DISTRICT, will last no longer than three (3) years from the date of DISTRICT’s approval and shall not be renewable. No Hardship Deferral will be effective until approved by DISTRICT. Upon or before the expiration of the Hardship Deferral, OWNER shall resume full compliance with Mandatory Agricultural Use requirements of this Covenant and OWNER shall provide written notice to DISTRICT confirming the same.

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c) Obligation to Secure a Qualified Agricultural Operator as Tenant. If OWNER and DISTRICT are unable to develop mutually agreeable terms for a Hardship Deferral within a reasonable time (not to exceed two [2] months), then OWNER shall in good faith promptly seek and enter into a lease with a Qualified Operator pursuant to Section 4(g) to fulfill these obligations on behalf of OWNER.

6. **Reporting.** OWNER shall provide to DISTRICT by December 31 of each year a written description summarizing how it has complied with the Mandatory Agricultural Use obligations of this Covenant. Such communication must be sufficiently detailed to allow DISTRICT to determine whether OWNER's operation of the Property complies with this Covenant and may include, for example, photos, maps, crop schedules, grazing rotation schedules, and detailed written descriptions.

7. **Record keeping.** OWNER shall keep sufficiently detailed records of agricultural uses and leases to enable DISTRICT to reasonably determine compliance with the terms of this Covenant. OWNER shall maintain these records for no less than five (5) years and make them available to DISTRICT upon request.

8. **Approvals.**

a) **Approval Procedures.** This Covenant may require the prior approval from DISTRICT for certain uses of the Property or for a forbearance (e.g., Soil Health Periods or Hardship Deferrals). Failure by OWNER to secure such approvals shall not operate to relieve OWNER of the obligations of this Covenant, and DISTRICT's failure to enforce this approval process from time to time shall not operate as a waiver or release of DISTRICT's rights to demand strict compliance, both procedurally and substantively, with this Covenant's requirements for prior approval from DISTRICT. OWNER shall use the procedures set forth below to obtain DISTRICT's approvals, where required. All requests for approval shall be in writing and shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of OWNER's request with the terms of this Covenant and the Conservation Easement. DISTRICT may request and OWNER shall provide such additional or supplemental information as DISTRICT deems necessary to evaluate any request for approval.

b) **Uses/Activities Requiring Prior Approval from DISTRICT.** For any activity, use, or excuse from performance that requires prior approval from DISTRICT, OWNER shall file a written request for such approval ("OWNER's Request") at least forty-five (45) days prior to the intended commencement of such activity, use, or suspension thereof, or in the case of leases, prior to the intended effective date of such lease. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove, or notify OWNER of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that OWNER's Request is inconsistent with this Covenant or

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the terms, conditions, or Conservation Purpose of the Conservation Easement, or that OWNER's Request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the OWNER's Request would not be consistent with this Covenant or the Conservation Easement, or the request is incomplete or contains material inaccuracies, DISTRICT's notice to OWNER shall inform OWNER of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's written approval may OWNER's requested plan, activity, use, or excuse from performance be commenced, or lease executed, and then only in accordance with the terms and conditions of DISTRICT's approval.

9. Notices.

a) **Method of Delivery.** Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals, or communications) under this Covenant shall be in writing and either served personally or sent by first class mail, postage prepaid; private courier; or overnight delivery addressed as follows:

To GRANTOR: [FRANCIS FARMER]
1234 Valley Water Drive
Sebastopol, CA 12345

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space
District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 9.

b) **Effective Date of Notice.** Notice shall be deemed given for all purposes as follows:

- (1) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 9(a) notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

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(2) In all other instances, notice shall be deemed given at the time of actual delivery.

c) **Refused or Undeliverable Notices.** Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

10. Enforcement.

a) **Notice of Violation.** If DISTRICT determines through audit, on-site monitoring, remote observation, or other reasonable investigative measures that OWNER has not met the Mandatory Agricultural Use requirements of Section 4 or the public educational events requirements of Section 3 (a “Violation”), DISTRICT shall provide OWNER a written notice identifying the Violation (“Notice of Violation”) and shall have the right to record such Notice of Violation in the Office of the Sonoma County Recorder. DISTRICT’s Notice of Violation shall specify a reasonable cure period. If OWNER fails to diligently pursue correction of the Violation during the cure period or the Violation remains uncured at the end of the applicable cure period, DISTRICT may exercise all available legal remedies to enforce the violation of this Covenant, including but not limited to the lease remedy described in Section 10(c), below.

b) **Mediation.** If a dispute arises out of or relates to this Covenant, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, the DISTRICT, OWNER and, if applicable, any tenant on the Property with an interest in the dispute, shall first try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the American Arbitration Rules & Procedures most applicable to the subject matter of the dispute, or such similar rules as may be adopted by a successor organization to the American Arbitration Association, with the following stipulations:

- i. The mediation shall be conducted in Santa Rosa, California.
- ii. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- iii. The parties agree to exchange all relevant non-privileged documents at least ten (10) days before the first scheduled mediation session.

c) **DISTRICT’s Rights to Lease the Property.** If OWNER has failed to cure the Violation, within the cure period specified in DISTRICT’s Notice of Violation, or if at any time during the cure period OWNER fails to diligently pursue correction of the Violation, DISTRICT has the right, but

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not the obligation, upon written notice to OWNER, to unilaterally invoke its right to lease the Property by accepting the leasehold interest that is the subject of the Irrevocable Offer of Dedication recorded contemporaneously with this Covenant ("District Lease") for Agricultural Uses and/or for the restoration, preparation, and/or maintenance of the Property for future Agricultural Uses. Pursuant to the District Lease, DISTRICT shall have the right, but not the obligation, to assign the District Lease or sublease the Property to a Qualified Operator. DISTRICT's, and any assignee's or sublessee's, activities on the Property shall be consistent with the District Lease and the Conservation Easement. No Lease entered into by DISTRICT shall release OWNER from the obligations of this Covenant.

d) Equitable Remedies. The parties agree that DISTRICT's remedies at law for any violation of OWNER's commitment to conduct Agricultural Uses on the Property as required by this Covenant are inadequate, and DISTRICT shall be entitled to specific performance of the commitment to conduct such use as required by this Covenant without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. This right is in addition to the right to injunctive relief, both prohibitive and mandatory, and such other relief to which DISTRICT may be entitled. DISTRICT's remedies described in this Section shall be cumulative and shall be in addition to any other remedies provided in this Covenant as well as in addition to all remedies now or hereafter existing at law or in equity.

11. Miscellaneous.

a) Acts Beyond OWNER's Control. Nothing contained in this Covenant shall be construed to entitle DISTRICT to bring any action against OWNER for any failure to conduct Mandatory Agricultural Use arising out of conditions beyond OWNER's control, including, but not limited to, wildfire, flood, storm, earth movement, extreme drought, or tortious or criminal acts of third parties that OWNER could not have reasonably prevented, nor shall this Covenant be deemed violated by OWNER where prudent action is taken by OWNER under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, so long as such action, to the extent that OWNER has control, is designed and carried out in such a way as to minimize conflict with this Covenant and the Conservation Easement. Notwithstanding the foregoing, OWNER shall be liable to DISTRICT for failure to conduct Mandatory Agricultural Use when such lack of performance is the result of acts or omissions of third parties whose use of or presence on the Property is authorized or requested by OWNER. In the event that OWNER's ability to conduct Mandatory Agricultural Use on the Property is impaired as a result of the acts or omissions of third parties, OWNER shall diligently pursue all available legal remedies against such parties to ensure it can recommence Agricultural Use in conformity with this Agreement . Nothing contained herein shall limit or preclude OWNER's or DISTRICT's

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rights to pursue any third party for damages to the Property's Conservation Values. The parties expressly agree that OWNER's age, illness, or economic hardship shall not constitute a condition beyond the OWNER's control for purposes of this Section.

- b) Termination. OWNER and all successor OWNER(S), whether by purchase of the Property or any interest in the Property or otherwise, recognize that the affirmative obligations of this Covenant were bargained and paid for and are entirely consistent with the public interest. If OWNER asserts that some or all of the affirmative obligations of this Covenant are illegal or unenforceable under applicable law, then the rights and duties of the DISTRICT and OWNER shall be as follows: the assertion of illegality or unenforceability shall be of no effect, and the provisions requiring Mandatory Agricultural Use shall continue in full force and effect, unless and until a court of competent jurisdiction enters a final non-appealable judgment determining that that assertion is correct and therefore enters a judgment determining that some or all of the provisions requiring Mandatory Agricultural Use set forth in this Covenant are illegal or unenforceable under applicable law. In any such proceeding, the provisions of this Covenant as to severability set forth below in Section 11(c) shall apply. If, even after application of such severability provisions, the requirement for Mandatory Agricultural Use of the Property is materially impaired by the court's determination, then upon entry of that final judgment, OWNER shall be obligated to repay to the DISTRICT the full value of this Covenant at the Effective Date of this Covenant (the "Repayment Principal") together with interest at the same rate as that specified in California Code of Civil Procedure section 685.010 from the Effective Date of this Covenant to the date of repayment of the Repayment Principal. OWNER and DISTRICT agree that the value of the Covenant at its Effective Date, as established by an appraisal conducted by [ARTHUR APPRAISER] and dated [January 1, 2024], was [five hundred thousand Dollars] (\$[500,000]).
- c) Severability. If any provision of this Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Covenant, 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) Interpretation and Construction. To the extent that this Covenant may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the purposes of this Covenant as set forth in Recital C.
- e) Sales; Leasing; Approval of District; Assignment of Possessory Interests. OWNER may sell

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or lease the Property subject to the limitations set forth in: (i) this subsection, and (ii) the Conservation Easement. OWNER shall give notice to DISTRICT of the conveyance of any interest in the Property at least forty-five (45) days prior to the date of such conveyance. Prior to the completion of any lease or transfer of the Property, OWNER shall disclose the existence of this Covenant and the Conservation Easement to the prospective tenant or buyer. No lease or other transfer of a possessory interest in the Property shall constitute an assignment or release of rights or duties created by this Covenant nor shall it constitute a novation. Any lease or transfer of any possessory interest in the Property will be in writing, shall acknowledge this Covenant and the Conservation Easement, and be subject to all terms of this Covenant and the Conservation Easement. A failure to comply with these requirements is a material breach of this Covenant subject to remedies set forth in Section 10.

- f) Third Party Beneficiaries. DISTRICT and OWNER do not intend and this Covenant shall not be construed to create any rights in third parties.
- g) Integration. This Covenant is the final and complete expression of the agreement between the parties with respect to the subject matter herein, and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.
- h) Covenant to Bind Successors. This Covenant shall be a burden upon and shall continue as a covenant and equitable servitude running in perpetuity with the Property and shall bind OWNER and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase “easements constituting servitudes upon or burdens to the property,” such that a purchaser at a tax sale will take title to the Property subject to this Covenant.
- i) Counterparts. This Covenant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
- j) Effective Date. This Covenant shall be effective as of the date of its recordation in the Office of the Sonoma County Recorder (“Effective Date”).

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IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant this _____ day of _____, 20__.

OWNER:

By: _____
[FRANCIS FARMER]

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
NAME, President of the Board of Directors

ATTEST:

NAME, Deputy Clerk of the Board of Directors

[NOTE: INCLUDE SPOUSAL DISCLAIMER IN THE EVENT OWNER IS MARRIED AND INTEREST IN THE PROPERTY IS SEPARATE PROPERTY]

Exhibits

Exhibit A: Legal Description

Exhibit B: Agricultural Map

Exhibit C: Legal Descriptions of Designation Areas

[ACKNOWLEDGEMENTS]

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Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

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Exhibit B

Agricultural Map

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