

APPENDIX D2
Sample Agricultural Easement

APPENDIX D2
Sample Conservation Easement For Agricultural Lands

Recording requested, and when recorded, return to:

South Sacramento Conservation Agency
Street Address
City, State, Zip
Attn: Executive Director

(space above this line reserved for recorder’s use)

SAMPLE CONSERVATION EASEMENT DEED FOR AGRICULTURAL LAND AND AGREEMENT CREATING ENFORCEABLE RESTRICTIONS IN PERPETUITY

THIS GRANT DEED OF HABITAT CONSERVATION EASEMENT (the “Grant”) is made as of _____, 20XX by and between the _____, a _____, as “Grantor” and the South Sacramento Conservation Agency, a California nonprofit public benefit corporation, as “Grantee.”

Recitals

- A. Grantor owns real property consisting of approximately _____ acres, in Sacramento County, California, as described in Exhibit A and shown more particularly on the map attached as Exhibit B, attached hereto and incorporated herein, which together with all appurtenances thereto, including without limitation all mineral and mineral rights, if any, and all water and water rights appurtenant to such land (collectively, the “Property”).
- B. The Property possess significant conservation values, including, without limitation, scenic, natural habitat, hydrologic, open space, ecological, agricultural and scientific values of great importance to Grantor, Grantee, and the people of the State of California and the people of the United States. (collectively, the “Conservation Values”).
- C. The Property is comprised of open space land, appropriate to use for certain types of agriculture, which also provide essential foraging and/or nesting habitat for South Sacramento Habitat Conservation Plan (SSHCP) Covered Species, and other significant relatively natural habitat and buffer for many species of wildlife including, but not limited to, raptors, migratory birds, and others.
- D. Protection and preservation of the Property, including its wildlife habitat, shall assure that this area and its existing features shall continue to be available for certain types of agriculture, which provide foraging and or nesting habitat for SSHCP Covered Species

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and other natural habitat values and buffer for wildlife, a significant public benefit by preserving open space against development pressure, and scenic qualities.

- E. As fee owner, Grantor owns the affirmative rights to identify, preserve, and protect forever the existing features and Conservation Values of the Property.
- F. _____, a _____, paid for the acquisition of this Conservation Easement Deed for Agricultural Land and Agreement Creating Enforceable Restrictions in Perpetuity from Grantor and provided _____ Dollars (\$_____) in management funds to Grantee to satisfy mitigation requirements imposed by the South Sacramento Habitat Conservation Plan (SSHCP), Plan Participant _____ (the “Plan Participant”).
- G. The State of California recognizes the public importance and validity of agricultural and habitat conservation easements by enactment of Section 815 *et seq.* of the California Civil Code, and Grantee is an entity qualified under such Civil Code provisions to hold conservation easements.
- H. Grantee is authorized to hold conservation easements pursuant to California Civil Code §815.3 and, as relevant to tax-exempt non-profit organizations, §501(c)(3) of the Internal Revenue Code.
- I. To accomplish all of the aforementioned purposes, Grantor intends to convey to Grantee, and Grantee intends to obtain from Grantor, a Conservation Easement over a portion of the Property (the ‘Easement Area’). The Easement Area is more particularly described in Exhibit C attached hereto and incorporated herein and depicted on the map in Exhibit D attached hereto to and incorporated herein (the “Easement Area Map”) restricting the use which may be made of the Property to preserve and protect forever the agricultural, open-space, foraging and/or nesting habitat for SSHCP Covered Species and other wildlife habitat and scenic values of the Property.

Grantor Intends to Grant

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, and pursuant to the laws of the State of California and in particular California Civil Code 815 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, a Conservation Easement in gross forever in, on, over, and across the Property (the “Conservation Easement”), subject to the terms and conditions set forth herein, restricting forever the uses which may be made of the Property, and the parties agree as follows:

1. **PURPOSES:** The multiple natural resource conservation purposes of this Conservation Easement are to identify, preserve, protect, enhance, monitor and restore in perpetuity the Conservation Values of the Property, including, without limitation,

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the following (collectively, “Conservation Purposes”): (a) the availability of the Property for agriculture by protecting the Property from development pressure; (b) the conservation and habitat values of the Property as foraging and/or nesting habitat for SSHCP Covered Species and for other wildlife including the processes which sustain that habitat; and (c) the open space character and scenic qualities of the Property which are important public benefits and are consistent with the availability of the Property for wildlife habitat and agriculture.

It is intended that this Conservation Easement shall foster agricultural practices on the Property in harmony with the protection and preservation of conservation and habitat values of the Property as foraging and/or nesting habitat for SSHCP Covered Species and for other wildlife habitat and the processes that sustain that habitat, and in harmony with the open space qualities of the Property. It is intended that each such purpose shall be conducted in a manner consistent with all of such multiple natural resource conservation purposes. This Conservation Easement prohibits use of the Property for any purpose that would impair, degrade or interfere with any of the multiple natural resources conservation purposes stated above.

2. **EASEMENT DOCUMENTATION REPORT:** The parties acknowledge that a Preserve Documentation Report (the “Report”) of the Property has been prepared by a competent biologist familiar with the environs and approved by Grantor and Grantee in writing, a copy of which is on file with Grantor and Grantee at their respective address for notices, set forth below. Selected portions of the Report are attached hereto as Exhibit C. The parties agree that the Report contains an accurate representation of the biological and physical condition of the Property at the time of this Grant, and of the historical uses of the Property, including historical water uses. Notwithstanding the forgoing, if a controversy arises with respect to the nature and extent of the physical, biological condition of the Property or the permitted historical uses of the Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys or other evidence or information to assist in the resolution of the controversy. The Report includes an aerial photograph where the “Agricultural Area” of the Property is delineated.
3. **GRANTEE'S RIGHTS:** To accomplish the purpose of this Conservation Easement, the rights and interests which are conveyed to Grantee by this Conservation Easement include, but are not limited to, the following:
 - a. **Preserve and Protect.** Grantee may identify, preserve, protect, enhance, monitor (including the right to conduct evaluations of habitat quantity and quality and to survey for threatened species and monitor their populations) and restore in perpetuity the Conservation Values of the Property. If Grantor chooses not to farm in the Agricultural Area, Grantee shall have the right to farm the Agricultural Area or lease

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the Agricultural Area for farming, provided such farming is consistent with the terms of this Conservation Easement and Grantor has approved Grantee's lessee, which approval shall not be unreasonably withheld or delayed.

- b. To require that all mineral, air, and water rights as Grantee deems necessary to preserve and protect the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement.
- c. **Entry and Access Rights:** Grantee and Grantee's employees and agents, and staff from the South Sacramento Conservation Agency, are hereby granted rights of access to enter upon the Property, using appurtenant easements and rights-of-way, if any, and may enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, to study and make scientific observations of the natural elements and ecosystems of the Property, to determine whether Grantor's activities are in compliance with the terms this Conservation Easement and to take all actions deemed necessary by Grantee to identify, preserve, protect, enhance, monitor and restore in perpetuity the Conservation Values. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement, such entry shall be upon prior reasonable notice to Grantor and shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- d. **Enforcement.** Grantee may prevent or enjoin any activity on, or use of, the Property that is inconsistent with the purposes of this Conservation Easement, and may enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. This right of enforcement extends to the South Sacramento Conservation Agency or its designee as third party beneficiary hereof.
- e. **Signs.** Grantee may erect a sign or other appropriate marker in a prominent location on the Property, visible from a public road, bearing information indicating that the environmental and scenic resources of the Property are protected by Grantee. The wording of the information on the sign shall be jointly determined by Grantee and Grantor, but shall clearly indicate that the Property is privately owned and not open to the public. Grantee shall be responsible for the costs of erecting and maintaining its sign or marker.
- f. **Scientific Studies.** Subject to Grantor's approval, which approval shall not be unreasonably withheld or denied, Grantee shall have the right to conduct fish, wildlife, plant, and habitat studies on the Property, as well as research and monitoring on the Property, provided that such studies, research, and monitoring shall be carried out in a manner that shall not interfere unreasonably with the permitted use(s) or

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enjoyment of the Property by Grantor, its successors in interest, or any legally recognized occupant(s) or user(s) of the Property. Any other parties interested in conducting scientific studies on the Property are subject to the approval of Grantor, and such approval shall not be unreasonably withheld or denied.

4. **PERMITTED USES OF THE PROPERTY.** Grantor and Grantee intend that this Conservation Easement shall confine the uses of the Property to the multiple natural resource conservation uses of agriculture, open space, scenic, conservation, and wildlife habitat, including the processes which sustain that habitat, and to such other incidental uses as are expressly permitted herein, all in accordance with the terms and conditions of this Conservation Easement. Except as prohibited or otherwise limited by Paragraph 5 below and Exhibit E attached hereto, Grantor reserves the right to use and enjoy the Property in any manner which is consistent with the Conservation Purposes of this Conservation Easement. In that regard, the uses set forth in Exhibit D attached hereto, though not an exhaustive list of consistent permitted uses, are consistent with this Conservation Easement, and shall not be precluded, prevented or limited by this Conservation Easement, except as follows: (a) as provided in Paragraph 5 below and Exhibit E attached hereto; (b) in those instances in which prior approval by Grantee is required under this Conservation Easement; and (c) in those instances in which any action or practice is or becomes inconsistent with the Conservation Purposes or diminishes or impairs any of the specific Conservation Values, as determined by Grantee in the exercise of Grantee's reasonable discretion.
5. **PROHIBITED USES OF THE PROPERTY.** Any activity on or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. Though not an exhaustive list of prohibited uses, none of the uses described in Exhibit E attached hereto and incorporated herein by reference shall be made of or on the Property. In making this Grant, Grantor has considered the possibility that uses prohibited by the terms of this Grant may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Grant or the Conservation Easement. In addition, the inability of Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Grant, or the unprofitability of doing so, shall not impair the validity of this Grant or the Conservation Easement or be considered grounds for the termination, extinguishment, or modification of same.

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6. REMEDIES.

- a. Notice of Violation: corrective action.** If grantee becomes aware that a violation of the terms of this conservation easement has occurred or is threatened to occur, grantee shall give written notice to the grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the property resulting from any use or activity inconsistent with the conservation values or the conservation purposes, to restore the portion of the property so injured. If grantor fails to cure the violation within thirty (30) days after receipt of notice from grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fail to continue diligently to cure such violation until finally cured, grantee shall have all remedies available at law or in equity to enforce the terms of this conservation easement, including without limitation the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity, to pay monetary amounts which, if not paid, could result in the extinguishment, modification, non-enforcement or impairment of the conservation easement, and/or to recover any damages arising from the violation. Grantee's rights under this paragraph 6.a apply equally to actual or threatened violations of the terms of this conservation easement. Grantor agrees that grantee's remedies at law for any violation of the terms of this conservation easement are inadequate and that grantee shall be entitled to seek the injunctive relief described in this paragraph 6.a, both prohibitive and mandatory, in addition to such other relief to which grantee may be entitled, including specific performance of the terms of this conservation easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph 6 shall be cumulative and shall be in addition to all remedies hereafter existing at law or in equity. Furthermore, the provisions of California civil code section 815 *et seq.* Are incorporated herein by this reference, and this conservation easement shall include all of the rights and remedies set forth therein.
- b. Cost of Enforcement.** In any action, suit or other proceeding undertaken to enforce the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing all reasonable costs and expenses including, without limitation, attorneys' and experts' fees and costs, and if such prevailing party shall recover judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, any costs of restoration shall be borne by the Grantor.

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- c. **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of the Conservation Easement, Grantee may pursue its remedies under this Paragraph 6 without prior notice to Grantor or without waiting for the period to cure to expire.
- d. **Non-Waiver.** Enforcement of the terms and provisions of this Conservation Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action under this Paragraph 6 shall not be deemed or construed to be a waiver of Grantee's rights hereunder with respect to such violation in the event of any subsequent breach. In no event shall any delay or omission by Grantee in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy.
- e. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement.
- f. **Third Party Beneficiary Enforcement.** It is understood by the Grantor that all rights and remedies conveyed under this Conservation Easement shall extend to and are enforceable by the South Sacramento Conservation Agency and California Department of Fish and Game as a third party beneficiaries.
- i. **TRANSFER.** Grantee may, in Grantee's sole and absolute discretion, transfer all or any of its interests in this Conservation Easement without Grantor's consent, provided that (1) Grantee requires, as a condition of such transfer, that the Conservation Purposes of the Conservation Easement continue to be carried out following such transfer; (2) any assignment shall be approved by the South Sacramento Conservation Agency and made only to a local, state or federal agency and/or to an organization qualified at the time of the transfer as an eligible donee under Internal Revenue Code Section 170(h)(3) or its successor, or any regulation issued thereunder, and such organization shall be an entity qualified pursuant to Civil Code Section 815 et seq. or any subsequent State law governing the creation, transfer and enforcement of conservation easements; and (3) Grantee shall provide Grantor with notice of the assignment, at the address last provided by Grantor to Grantee, within thirty (30) days of the effective date of the assignment.

If Grantee, or its successors, ceases to exist or no longer qualifies under Section 170(h)(3) of the Internal Revenue Code, then the South Sacramento Conservation Agency shall identify and select an appropriate local, state or federal agency and/or organization qualified at the time of the transfer as an eligible donee under

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Internal Revenue Code Section 170(h)(3) or its successor, or any regulation issued thereunder, and such organization shall be an entity qualified pursuant to Civil Code Section 815 et seq. or any subsequent State law governing the creation, transfer and enforcement of conservation easements, having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement to which to transfer this Conservation Easement.

7. **MANAGEMENT FUNDS.** Concurrent with the recordation of this Conservation Easement and as reflected in Recital F, above, Grantee received a one-time distribution of _____ Dollars (\$_____) in management funds (the “Management Funds”), of which _____ Dollars (\$_____) shall be a non-wasting endowment. Grantee may spend the Management Funds on any property interest held by Grantee for XX in Sacramento County for any purpose related to such property interest in the Grantee’s sole and absolute discretion, including, but not limited to, management, monitoring, enforcement, or restoration..
8. **RUNNING WITH THE LAND.** The Conservation Easement created by this Grant is perpetual and shall burden and run with the Property forever. Every provision of this Conservation Easement that applies to the Grantor or Grantee shall also apply forever to and shall burden or benefit, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear. Grantor agrees that transfer by Grantor of any interest in the Property shall be in accordance with the terms of Paragraph 20 of this Conservation Easement and Paragraph 11 of Exhibit D attached hereto, and shall not be made in violation with the terms of Exhibit E attached hereto.
9. **REPRESENTATION AND WARRANTIES.**
 - a. **Hazardous Materials.** Grantor represents and warrants that the Property (including, without limitation, any associated air, soil, groundwater, and surface water) is free of any conditions that individually or in aggregate (1) pose a significant risk to human health or the environment; (2) violate any Environmental Law, as that term is defined below in Paragraph 16; or (3) could reasonably be expected to cause any person to incur environmental investigation, removal, remediation, or other cleanup costs. There are no underground tanks located on the Property. Grantor represents and warrants that Grantor shall comply with all Environmental Laws in using the Property and that Grantor shall keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials, as that term is defined below in Paragraph 16.
 - b. **State of Title.** Subject to matters of record as disclosed in the title policy issued to Grantee insuring Grantee’s interests in the Conservation Easement created by this

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Grant, Grantor warrants that Grantor has good and sufficient title to the Property (including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights) and that Grantor has full right and authority to grant this Conservation Easement to Grantee. All deeds of trust and mortgages recorded against the Property, or any portion thereof, are and shall continue to be subordinated to the Conservation Easement created by this Grant.

- c. **Compliance with Laws.** Grantor has not received notice of and has no knowledge of any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Property.
- d. **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.
- e. **Authority To Execute Conservation Easement.** The person executing this Conservation Easement on behalf of Grantee represents that execution of this Conservation Easement has been duly authorized by Grantee. The person(s) executing this Conservation Easement on behalf of the Grantor represents that the execution of this Conservation Easement has been duly authorized by the Grantor.

10. **COSTS, LEGAL REQUIREMENTS, AND LIABILITIES.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and agrees that Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public, or any third parties from risks relating to conditions on the Property. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property before delinquency and that Grantor shall keep Grantee's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to or obligations incurred by Grantor. Grantor shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

11. **INDEMNIFICATION BY GRANTOR.** Notwithstanding any other provision herein to the contrary, Grantor hereby agrees to indemnify, defend, and hold harmless Grantee, its

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members, directors, officers, employees, agents, and contractors and their heirs and assigns (the “Indemnified Parties”) from and against any costs, liabilities, penalties, damages, claims or expenses (including, without limitation, reasonable attorneys’ fees and costs) and litigation costs (collectively, “Damages”) which the Indemnified Parties may suffer or incur as a result of or arising out of any of the following: (a) the activities of Grantor on the Property; (b) the inaccuracy of any representation or warranty made by Grantor; (c) the breach of any provision of this Conservation Easement; (d) any injury to or the death of any person or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties; or (e) the existence or the administration of this Conservation Easement. Without limiting the foregoing, Grantor shall indemnify, defend, and hold harmless the Indemnified Parties for all of the following:

- a. **Approvals.** Approvals requested by Grantor, whether given or withheld by Grantee hereunder, except as such Damage is the result of Grantee’s gross negligence or intentional misconduct.
- b. **Taxes.** Any real property taxes, insurance, utilities or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property.
- c. **Hazardous Materials.** Any Hazardous Material, as that term is defined in Paragraph 16, present, alleged to be present, or otherwise connected in any way to the Property, whether by or after the date of this Conservation Easement.

12. NOTICE; APPROVAL.

- a. **Notice for Entry.** Where notice to Grantor of Grantee’s entry upon Property is required herein, Grantee shall notify any of the persons constituting Grantor or their authorized agents by telephone or in person, or by written notice in the manner described below in subparagraph C, prior to such entry.
- b. **Other Notice.** Except as provided in subparagraph A above, whenever express approval, agreement or consent is required by this document, the initiating party shall give written notice, in the manner described below in subparagraph C, and detailed information to the other party. The receiving party shall review the proposed activity and notify the initiating party, within sixty (60) days after receipt of notice of any objections to such activity. Any objections by a party shall be based upon its opinion that the proposed activity is inconsistent with the terms of the Conservation Easement.
- c. **Written Notices.** Any written notice called for in this Conservation Easement may be delivered (1) in person; (2) by certified mail, return receipt requested, postage paid;

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(3) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (4) by a reputable overnight courier that guarantees next day delivery and provided a receipt, and addressed as follows:

To the Grantor: XX

To Grantee: XX

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notice is deemed to be given upon receipt.

- d. **Notice of Reserved Rights.** Grantor shall notify Grantee, in writing, at least sixty (60) days before exercising any reserved right which may have an adverse impact on any Conservation Values.
- e. **Subsequent Activities.** Permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature.

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

14. **VALUATION; EXTINGUISHMENT; CONDEMNATION.**

- a. **Stipulated Fair Market Value.** Grantor and Grantee agrees that this Grant of a perpetual Conservation Easement gives rise to a property right, immediately vested in Grantee, which for purposes of this Paragraph, the parties stipulate to have a fair market value of the greater of:
 - i. \$_____, which is the product obtained when the per acre value paid to the Grantor of this Conservation Easement for the purchase of this easement is multiplied by _____, the total number of acres of Property; or
 - ii. the number obtained by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) [insert x], which is the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without the deduction for the value of the Conservation Easement. For Purposes of this Paragraph, the ratio of the value of the

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Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

If for any reason there is an extinguishment of the restrictions of this Conservation Easement, Grantee, on a subsequent sale, exchange, or taking of the Property, shall be entitled to a portion of the proceeds at least equal to the amount determined in accordance with this Paragraph. If such extinguishment occurs with respect to fewer than all acres of the Property, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

- b. **Judicial Extinguishment.** It is the intention of the parties that the Conservation Purposes of the Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind.
- c. **Condemnation.** If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Grantor and Grantee 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. All expenses incurred by Grantor and Grantee in such action shall be paid out of the recovered proceeds. The remaining proceeds shall be divided consistent with the provisions of this Paragraph using the ratio of the value of Grantee's and Grantor's interests that is set forth in subparagraph A above, it being expressly agreed that the Conservation Easement constitutes a compensable property right.

15. INTERPRETATION

- a. **Liberal Construction.** It is the intent of this Conservation Easement to preserve the condition of the Property and each of the Conservation Purposes protected herein, notwithstanding economic or other hardship or changes in surrounding conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate their purposes of preserving and protecting in perpetuity the Conservation Values and other Conservation Purposes described above, and allowing Grantor's use and enjoyment of the Property to the extent consistent with the Conservation Purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. The Conservation Purposes described herein are the intended best and most productive use of the Property. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised this

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- Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the State of California, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.
- b. **Governing Law.** This Conservation Easement shall be interpreted in accordance with the laws of the State of California, and shall be subject to the provisions of Civil Code Section 815 *et seq.* or any subsequent State law governing the creation, transfer and enforcement of conservation easements.
- c. **Captions.** The captions have been inserted solely for convenience of reference and are not part of the Conservation Easement and shall have no effect upon construction or interpretation.
- d. **No Hazardous Materials Liability.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Conservation Easement to be construed such that it creates in or gives to Grantee:
- i. the obligations or liabilities of an “owner” or “operator” as those words are defined and used in Environmental Laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 *et seq.* and hereinafter “CERCLA”);
 - ii. the obligations or liabilities of a person described in 42 USC §9607(a)(3);
 - iii. the obligations of a responsible person under any applicable Environmental Laws, as defined below;
 - iv. the right to investigate and remediate any Hazardous Materials, as defined below, associated with the Property; or
 - v. any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- e. **Definitions.**
- i. The terms “Grantor” and “Grantee,” wherever used in this Conservation Easement and any pronouns used in place thereof, shall mean and include, respectively, the above-named Grantor, its personal representatives, heirs, devisee, personal representatives, and assigns, and all other successors as their interest may appear and Grantee and its successors and assigns.
 - ii. The term “Hazardous Materials” includes, without limitation, (a) material that is flammable, explosive, or radioactive; (b) petroleum products; and (c) hazardous

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wastes, hazardous or toxic substances, or related materials defined in the CERCLA (42 USC 9601 *et seq.*), the Hazardous Materials Transportation Act (49 USC §6901 *et seq.*), the Hazardous Waste Control Law (Cal. Health & Safety Code §25100 *et seq.*), the Hazardous Substance Account Act (Cal. Health & Safety Code §25300 *et seq.*), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after this date.

iii. The term “Environmental Laws” includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment or Hazardous Materials.

16. **SUBSEQUENT LIENS ON PROPERTY.** No provision of the Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any deed of trust, mortgage, lien, or encumbrance arising from such a borrowing must, at all times, be subordinated to the Conservation Easement and this Grant. Any successor interest of Grantor, by acceptance of a deed, lease or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions and conditions of this Conservation Easement.
17. **RE-RECORDING.** Grantee is authorized to re-record this Grant Deed, or record or file any notices or instruments necessary, as appropriate to assure the enforceability in perpetuity of this Conservation Easement. For such purpose, Grantor appoints Grantee as Grantor’s attorney-in-fact to execute, acknowledge and deliver any such instrument for recording or filing on Grantor’s behalf. The power of attorney in the immediately preceding sentence is irrevocable and coupled with any interest. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
18. **ACCESS.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Grant Deed. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities might diminish or impair the Conservation Values.
19. **SUBSEQUENT TRANSFERS; NO MERGER.** Grantor shall incorporate the terms of this Grant Deed by reference in any deed or legal instrument by which Grantor divests any interest in the Property, including without limitation, any lease. Grantor shall give Grantee at least thirty (30) days written notice prior to the date of such transfer, which notice shall include the name, address and telephone number of the transferee. Grantor’s failure to perform any act required by this Paragraph shall not impair the validity of the Conservation Easement or this Grant Deed or limit its enforceability in any way. Any

APPENDIX D2 (Continued)

successor in interest of Grantor, by acceptance of a deed, lease, or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

20. **ENTIRE AGREEMENT.** This Grant Deed, together with the attached exhibits and schedules, and any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties.
21. **AMENDMENTS.** The Conservation Easement may be amended only by way of a written instrument signed by Grantor and Grantee, and approved by the South Sacramento Conservation Agency. Any such amendment shall be consistent with the Conservation Purposes, and shall comply with Section 815 *et seq.* of the California Civil Code.
22. **COUNTERPARTS.** This Grant Deed may be signed in one or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Grant Deed of Conservation Easement as of the date first above written.

DATE: _____

BY: _____

NAME: _____

ITS: _____

DATE: _____

EXHIBITS

- Exhibit A – Legal Description of Property
- Exhibit B – Map of Property
- Exhibit C – Selected Portion of the Easement Documentation Report
- Exhibit D – Permitted Uses of the Property
- Exhibit E – Prohibited Uses of the Property
- Exhibit F – Prohibited Plant List



APPENDIX D2 (Continued)

STATE OF CALIFORNIA)

) ss.

COUNTY OF _____)

On _____, 20xx, before me, _____, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS by hand and official seal.

EXHIBIT A

Legal Description of Property

EXHIBIT B
Map of Property

EXHIBIT C

*Selected Portion of the
Easement Documentation Report*

EXHIBIT D

Permitted Uses of the Property

EXHIBIT D

Permitted Uses of the Property

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

1. **Historical Agricultural Practices.** Except as prohibited or restricted in Paragraph 6 of Exhibit E of this Grant, Grantor may continue historical agricultural practices on the Property in the manner and location as set forth in the Report to the extent that such practices are consistent with the Conservation Values and Conservation Purposes of the Conservation Easement. All farming operations on the Property shall be consistent with reasonable farming practices and shall be in full compliance with all applicable federal, state and local statutes, laws, rules, regulations and ordinances (collectively, the “Laws”). The term “historical agricultural practices” includes the continued historic use of fertilizers, pesticides herbicides, and other biocides, provided that such use, including, without limitation, the amount, frequency, and manner of application, shall be in accordance with all applicable Laws, and such use does not diminish or impair the Conservation Values or the Conservation Purposes of the Conservation Easement and shall not diminish or impair the naturally occurring ecosystem on and around the Property (not including any impacts caused to such ecosystems that are the intended result of the application of such fertilizers, pesticides, herbicides and/or biocides as long as the application of such substances has been conducted in accordance with the instructions for application set forth for such substance and such application is consistent with those good farm management practices that are customary in the general geographic area in which the Property is located).
2. **New Practices.** Except as prohibited or restricted in Paragraph 5 or Exhibit E of this Grant, and subject to obtaining Grantee’s prior approval in accordance with the notice and approval provisions contained herein, it shall be permissible to carry on agricultural practices, and other practices or activities, that differ from historical agricultural practices, so long as such practices do not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters, and such practices are consistent with and do not diminish or impair the Conservation Purposes of this Conservation Easement.

The following new practices are hereby found to be consistent with the Conservation Purposes of this Conservation Easement and do not require compliance with the notice

EXHIBIT D (Continued)

and approval procedures described above so long as such new practices shall not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters and such new practices are consistent with and do not diminish or impair the Conservation Purposes of this Conservation Easement:

- a. grazing of livestock;
- b. cultivation and harvest of alfalfa, clover and other permanent pasture; and
- c. substitution of new fertilizers, pesticides and herbicides for those Grantor presently uses, provided that such use, including, but not limited to, the amount, frequency, and manner of application shall be in accordance with all applicable Laws, and such use does not diminish or impair the naturally occurring ecosystems existing on the Property (not including any impacts caused to such ecosystems that are the intended result of the application of such fertilizers, pesticides, herbicides and/or biocides as long as the application of such substances has been conducted in accordance with the instructions for application set forth for such substance and such application is consistent with those good farm management practices that are customary in the general geographic area in which the Property is located); and
- d. the planting of native trees and shrubs anywhere on the Property except within the Agricultural Area of the Property as identified in the Report.

Except as expressly permitted in the immediately preceding sentence, the cultivation and harvest of any non-annual crops on the Property requires Grantee's prior approval in accordance with the notice and approval provisions contained above.

3. **Fences.** Grantor may maintain, repair, replace and rebuild the fences that exist on the Property as of the date of this Grant. Grantor, with Grantee's prior written approval, may construct and maintain new fences anywhere on the Property for purposes reasonable and customary management of agriculture, livestock, and wildlife.
4. **Irrigation Systems.** Grantor may maintain, repair, replace and rebuild any irrigation systems that exists on the Property as of the date of this Grant, and may construct and maintain new irrigation system improvement anywhere on the Property for purposes reasonable and customary management of agriculture, livestock, and wildlife.
5. **Roads.** Grantor may maintain and repair existing roads at currently existing levels of improvement, and construct and maintain such new unpaved and otherwise unimproved roads as may be reasonably necessary for Grantor's agricultural activities on the Property and in manner that shall not diminish or impair the Conservation Values of the Property or the Conservation Purposes of this Conservation Easement, provided, however, that any new roads may not be constructed unless prior written consent has been obtained from Grantee, which approval shall not be unreasonably withheld.

EXHIBIT D (Continued)

6. **Fishing and Hunting.** Grantor may fish or to hunt or trap wildlife on the Property, to the extent that fish or animals subject to such activities are not afforded protection under applicable Laws and provided such fishing, hunting or trapping is conducted in compliance with applicable Laws, and in a manner that does not significantly deplete the wildlife resources on the Property; and provided, further, that hunting on the Property shall be subject to regional hunting season restrictions applicable to individual hunters at local State Wildlife Areas, which shall in no event include any special regulation hunting seasons that would increase hunting activities on the Property in a manner that would be inconsistent with the Conservation Purposes or the Conservation Values of the Conservation Easement. Commercial hunting and fishing are permitted so long as conducted in accordance with the provisions of this Paragraph, provided, however, that commercial fish farms are prohibited. Control of predatory and problem animals shall use selective control techniques, which shall be limited in their effectiveness to specific animals which have caused damage to agriculture, livestock and other property.
7. **Water Resources.** Grantor may develop and maintain such groundwater resources on the Property as are necessary or convenient for agricultural, livestock, and wildlife habitat uses in a manner consistent with this Conservation Easement. Grantor may maintain such surface water resources on the Property as are noted in the Report as currently existing on the Property.
8. **Passive Recreational Uses.** Grantor may conduct passive recreational uses on the Property, including, but not limited to, bird watching, hiking, horseback riding, and picnicking, provided that these uses require no surface alteration or other development of the Property.
9. **Signs.** Grantor may erect a reasonable number of signs or other appropriate markers in a prominent location on the Property, visible from a public road, which identify agricultural or open space activities on the Property and/or state that no trespassing or no hunting is allowed on the Property.
10. **Transfer of Property.** Grantor may transfer the Property, provided that the transfer is not prohibited in Exhibit E and that Grantor notifies Grantee before the transfer of the Property, and the document of conveyance shall expressly incorporate by reference this Grant. Leasing of the Property for a period of five (5) or more years must be approved in writing by Grantee, whose approval shall not unreasonably be withheld. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Grant or the Conservation Easement or limit the enforceability in any way.
11. **Residual Rights; Prior Approval.** Except as expressly limited herein, Grantor may exercise and enjoy all rights as fee owner of the Property, including the right to use the Property for any purpose which is consistent with and does not diminish or impair

EXHIBIT D (Continued)

the Conservation Values of the Property or the Conservation Purposes of the Conservation Easement.

If any question exists regarding whether historic or new practices or activities are permitted or would impair or diminish the Conservation Values of the Property or the Conservation Purposes of the Conservation Easement, Grantor shall notify Grantee pursuant to Paragraph 13 of the Conservation Easement and obtain Grantee's written approval prior to engaging in such practices or activities.

EXHIBIT E

Prohibited Uses of the Property

EXHIBIT E

Prohibited Uses of the Property

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

1. **No Subdivision.** The legal or de facto division, subdivision, or partitioning of the Property, any fee transfer of less than the entire Property.
2. **No Non-Agricultural Commercial Uses.** The establishment of any commercial or industrial uses on the Property other than the agricultural uses and commercial practices allowed by the terms of Exhibit D of this Grant. Examples of prohibited commercial or industrial uses include, but are not limited to, (a) the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock are grouped together for intensive feeding purposes; (b) the planting and cultivation orchards or vineyards; (c) the establishment or maintenance of any commercial greenhouses or plant nurseries; the (d) establishment or maintenance of any gravel mines; and (e) the establishment of any multi-family dwellings.
3. **No Non-Agricultural Practices in the Agricultural Area.** The planting and cultivation of any non-agricultural plants, including, but not limited to, native trees and shrubs, in the Agricultural Area as identified in the Report.
4. **No Use or Transfer of Development Rights.** Except as expressly permitted by terms of Exhibit D of this Grant, the exercise of any development rights associated with the Property, including without limitation, the construction or placement of any residential or other buildings, golf courses, camping accommodations, boat ramps, bridges, mobile homes, house trailers, permanent tent facilities, Quonset huts or similar structures, underground tanks, billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines.

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

5. **Natural Resource Development.** Except soils, sands and other material as appropriate for the conduct of the agricultural and other activities expressly permitted on the Property in this Grant, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel or rock or any other material on or below the surface of the Property.

EXHIBIT E (Continued)

6. **Prohibited Agriculture.** Any annual crop not historically planted on the Property or approved in writing by Grantor. Any non-annual crop not expressly permitted by the terms of Exhibit D of this Grant or approved in writing by Grantor. The planting, cultivation and harvest of any orchards, vineyards, artichokes, asparagus, sod, rice, safflower, or cotton.
7. **No Dumping.** The dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge or unsightly or toxic or Hazardous Materials or agrichemicals, except that fertilizers, pesticides, biocides, and herbicides permitted under Paragraphs 1 and 2 of Exhibit D may be stored on the Property provided that such storage is in full compliance with applicable Laws, best management practices, and does not diminish or impair the Conservation Values of the Property.
8. **No New Roads.** The construction, reconstruction or replacement of any roadways, except as expressly permitted in Exhibit D of this Grant, without the consent of Grantee.
9. **No Destruction of Native Trees or Shrubs.** The removal, cutting or destruction of native trees or shrubs on the Property, except for disease or insect control or to prevent property damage or personal injury and except for the removal of native trees that are four inches or less in diameter when measured at chest height from those areas of the Property that are used by Grantor for agricultural purposes permitted under this Grant.
10. **No Biocides.** The use of fertilizers, pesticides, biocides, and herbicides or other agricultural chemicals on the Property, except as expressly permitted in Exhibit D of this Grant.
11. **No Long-Term Leases.** Leasing the Property for a period of five (5) or more years without the prior written approval of Grantee.
12. **No Alteration of Natural Water Courses; Degradation of Water Quality.** Except with the prior consent of Grantee, the manipulation or alteration of natural water courses, wetland, streambank, shoreline, or body of water. Activities or uses detrimental to water quality, including but not limited to, degradation or pollution of any surface or subsurface waters; provided, however, that Grantor shall be allowed to conduct any of the uses specifically permitted in this Grant even if such uses result in some adverse impact on water quality so long as such permitted uses are conducted in full compliance with all applicable Laws and consistent with those good farming practices that are customary in the general geographic area in which the Property is located.
13. **No Impairment of Water Rights.** Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or other action which diminishes or extinguishes such water rights.

EXHIBIT E (Continued)

Nothing in this provision shall restrict the right of the Grantor to sell rights to use water, or to use water on the Property, or on lands other than the Property on a temporary basis (maximum one-year increments), provided that such sale or use does not permanently impair the riparian or other water rights appurtenant to the Property nor reduce water rights below what is necessary for present or future agricultural production on the Property.

This Conservation Easement for Agricultural Lands shall not sever or impair any riparian water rights appurtenant to the Property.

14. **Inconsistent or Adverse Actions.** Any action or practice which is or becomes not consistent with, or which diminishes or impairs the Conservation Values of the Property or the Conservation Purposes of the Conservation Easement.
15. **Vehicles.** The use of any motorized vehicles off designated roadways, except for agricultural purposes.
16. **Introduction of Non-native Species.** The intentional or reckless introduction of non-native plant or animal species which may in Grantee's determination threaten the Conservation Values of the Property or the Conservation Purposes of the Conservation Easement, which species include, but are not limited to, the plants, trees and weeds listed on Exhibit F, attached hereto and incorporated herein by reference. Grantor shall not be considered reckless for failure to prevent, investigate or research any potential manner that such items may be introduced to the Property if such prevention, investigation or research is not within Grantor's normal business practices, or such potential manner has not been brought to Grantor's attention.
17. **Subsequent Transfers.** Conveyance by Grantor of any interest in the Property in a manner that would directly or indirectly violate the prohibitions of this Exhibit E, or in any manner that does not comply with the requirements of Exhibit D and Paragraph 20 of this Grant.
18. **No Hazing.** The hazing or other disturbance of cranes or Swainson's hawks on, approaching, or leaving the Property for the purpose of, without limitation, discouraging the presence of or habitat use by cranes and other migratory birds on the Property.
19. **Junkyards.** The storage or disassembly of inoperable automobiles, machinery, equipment, trucks, and similar items for purposes of storage, sale, or rental of space for any such purpose.

EXHIBIT E (Continued)

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EXHIBIT F
Prohibited Plant List

EXHIBIT F Prohibited Plant List

None of the following plant, tree, or weed species shall be planted on the Property:

Alligatorweed	<i>Alternanthera philoxeroides</i>
Ambulia	<i>Limnophila indica</i>
Arundo or Giant Weed	<i>Arundo donax</i>
Baby's breath	<i>Gypsophila paniculata</i>
Beancaper, Syrian	<i>Zygophyllum fabago</i>
Bearded creeper	<i>Crupina vulgaris</i>
Bermudagrass	<i>Cynodon</i> spp. and hybrids
Biddy biddy	<i>Acaena novae-zelandiae</i>
Biddy biddy, pale	<i>Acaena pallida</i>
Birdweed, field	<i>Convolvulus arvensis</i>
Black locust	<i>Robinia pseudoacacia</i>
Bladderflower	<i>Araujia sericifera</i>
Blueweed	<i>Helianthus ciliaris</i>
Broom, French	<i>Genista monspessulana</i>
Broom, Scotch	<i>Cytisus scoparius</i>
Broomrape, branched	<i>Orobanche ramosa</i>
Broomrape, Cooper's	<i>Orobanche cooperi</i>
Broomrape, Desert	<i>Orobanche cooperi</i>
Camelthorn	<i>Alhagi maurorum</i>
Capeweed	<i>Arctotheca calendula</i>
Chinese pistachio	<i>Pistacia atlantica</i> or <i>P. chinensis</i>
Chinese tallow tree	<i>Sapium sebiferum</i>
Chinese or scarlet wisteria	<i>Sesbania punicea</i>
Comfrey, rough	<i>Symphytum asperum</i>
Crupina, common	<i>Crupina vulgaris</i>
Distaff thistle, smooth	<i>Carthamus baeticus</i>
Distaff thistle, whitestern	<i>Carthamus leucocaulos</i>
Distaff thistle, woolly	<i>Carthamus lanatus</i>
Dodder, all species except giant dodder	<i>Cuscuta</i> spp.
Dodder, giant	<i>Cuscuta reflexa</i>
Diver's woad	<i>Isatis tinctoria</i>
Edible fig	<i>Ficus carica</i>
English Ivy	<i>Hedera helix</i>
Eucalyptus	<i>Eucalyptus</i> spp.
Fanwort, Carolina	<i>Cabomba caroliniana</i>
Field cress, Austrian	<i>Rorippa austriaca</i>
Field cress, creeping yellow	<i>Rorippa sylvestris</i>
Flag, western blue	<i>Iris missouriensis</i>
Foxtail, giant	<i>Setaria faberi</i>
Garlic, false	<i>Nothoscordum inodorum</i>

EXHIBIT F (Continued)

Garlic, wild	<i>Allium vineale</i>
Gaura, scarlet	<i>Gaura coccinea</i>
Gaura, Drummond's	<i>Gaura drummondii</i>
Gaura, wavy-leaved	<i>Gaura sinuata</i>
Goatgrass, barb	<i>Aegilops triuncialis</i>
Goatgrass, jointed	<i>Aegilops cylindrica</i>
Goatgrass, oyate	<i>Aegilops ovata</i>
Gorse	<i>Ulex europaeus</i>
Groundcherry, grape	<i>Physalis viscosa</i>
Groundcherry, long-leaf	<i>Physalis longifolia</i>
Halogeton	<i>Halogeton glomeratus</i>
Hermal	<i>Pegamon harmala</i>
Henbane, black	<i>Hyoscyamus niger</i>
Himalayan Blackberry	<i>Rubus discolor.</i>
Hoarycress, globe-podded	<i>Cardaria pubescens</i>
Hoarycress, heart-podded	<i>Cardaria draba</i>
Hoarycress, lens-podded	<i>Cardaria chalapensis</i>
Horsenettle, Carolina	<i>Solanum carolinense</i>
Horsenettle, white	<i>Solanum elaeagnifolium</i>
Hydrilla	<i>Hydrilla verticillata</i>
Iris, Douglas	<i>Iris douglasiana</i>
Iris, western blue flag	<i>Iris missouriensis</i>
Johnsongrass	<i>Sorghum halepense</i>
Jointvetch, rough	<i>Aeschynomene rudis</i>
Kangaroothorn	<i>Acacia paradoxa</i>
Kelp	<i>Polygonum amphibium</i> var. <i>emersum</i>
Kikuyugrass	<i>Pennisetum clandestinum</i>
Klamathweed	<i>Hypericum perforatum</i>
Knapweed, diffuse	<i>Centaurea diffusa</i>
Knapweed, Russian	<i>Acroptilon repens</i>
Knapweed, spotted	<i>Centaurea maculosa</i>
Knapweed, squarrose	<i>Centaurea squarrosa</i>
Knotweed, giant	<i>Polygonum sachalinensis</i>
Knotweed, Himalayan	<i>Polygonum polystachyum</i>
Knotweed, Japanese	<i>Polygonum cuspidatum</i>
Loosestrife, purple	<i>Lythrum salicaria</i>
Lettuce, water	<i>Pistia stratiotes</i>
Mallow, alkali	<i>Malvella leprosa</i>
Marigold, wild	<i>Tagetes minuta</i>
Medusahead	<i>Taeniatherum caput-medusae</i>
Melon, dedaim	<i>Cucumis melo</i> var. <i>Dudaim</i>
Melon, paddy	<i>Cucumis myriocarpus</i>
Mesquite, creeping	<i>Prosopis strombulifera</i>

EXHIBIT F (Continued)

Mistletoe, European	<i>Viscum album</i>
Mustard, purple	<i>Chorispora tenella</i>
Nightshade, heartleaf	<i>Solanum cardiophyllum</i>
Nightshade lanceleaf	<i>Solanum lanceolatum</i>
Nightshade, Torrey's	<i>Solanum dimidiatum</i>
Nightshade, white-margined	<i>Solanum arginatum</i>
Nimblewill	<i>Muhlenbergia schreberi</i>
Nutsedge, purple	<i>Cyperus rotundus</i>
Nutsedge, yellow	<i>Cyperus esculentus</i>
Onion, paniced	<i>Allium paniculatum</i>
Osage orange	<i>Maclura pomifera</i>
Pampas Grass	<i>Cortaderia jabata</i> or <i>C. selloana</i>
Peaweed, Austrian	<i>Sphaerophysa salsula</i>
Peppercress, perennial	<i>Lepidium latifolium</i>
Periwinkle	<i>Vinca major</i>
Povertyweed	<i>Iva axillaris</i>
Punagrass	<i>Achnatherum brachychaetum</i>
Puncturevine	<i>Tribulus terrestris</i>
Quackgrass	<i>Elytrigia repens</i>
Ragweed, giant	<i>Ambrosia trifida</i>
Ragwort, Oxford	<i>Senecio squalidus</i>
Ragwort, tansy	<i>Senecio jacobaea</i>
Restharrow, foxtail	<i>Ononis alopecuroides</i>
Rice, red	<i>Oryza rufipogon</i>
Russianthistle, barbwire	<i>Salsola paulsenii</i>
Russionthistle, common	<i>Salsola tragus</i>
Russianthistle, spineless	<i>Salsola collina</i>
St. Johnswort	as <i>Hypericum perforatum</i> (see Klamathweed)
Sage, meadow	<i>Salvia virgata</i>
Sage, Mediterranean	<i>Salvia aethiopsis</i>
Salsola, wormleaf	<i>Salsola vermiculata</i>
Salt cedar (Tamarisk)	<i>Tamarix</i> spp.
Saltpine, Russian	<i>Halimodendron halodendron</i>
Salvinia	<i>Salvinia auriculata</i> complex
Sandbur, coast	<i>Cenchrus incertus</i>
Sandbur, mat	<i>Cenchrus longispinus</i>
Sandbur, southern	<i>Cenchrus echinatus</i>
Satintail	<i>Imperata brevifolia</i>
Sicilian starthistle	<i>Centaurea sulphurea</i>
Skeletonweed	<i>Chondrilla juncea</i>
Sowthistle, perennial	<i>Sonchus arvensis</i>
Smooth-leaved elm	<i>Ulmus minor</i>
Spongeplant (S. American & N. American)	<i>Limnobium spongia sensu lato</i>

EXHIBIT F (Continued)

Spurge, leafy	<i>Euphorbia esula</i>
Spurge, oblong	<i>Euphorbia oblongata</i>
Spurge serrate	<i>Euphorbia serrata</i>
Spurge, Geraldton carnation	<i>Euphorbia terracina</i>
Starthistle, Iberian	<i>Centaurea iberica</i>
Starthistle, purple	<i>Centaurea calcitrapa</i>
Starthistle, Sicilian	<i>Centaurea sulphurea</i>
Starthistle, yellow	<i>Centaurea solstitialis</i>
Swinecress	<i>Coronopus squamatus</i>
Tanglehead	<i>Heteropogon contortus</i>
Thistle, artichoke	<i>Cynara cardunculus</i>
Thistle, Canada	<i>Cirsium arvense</i>
Thistle, distaff, smooth	<i>Carthamus baeticus</i>
Thistle, distaff, whitestern	<i>Carthamus leucocaulos</i>
Thistle, distaff, woolly	<i>Carthamus lanatus</i>
Thistle, golden	<i>Scolymus hispanicus</i>
Thistle, Illyrian	<i>Onopordum illyricum</i>
Thistle, Itaslian (see also "Thistle, slenderflowered")	<i>Arduus pycnocephalus</i>
Thistle, Japanese	<i>Cirsium japonicum</i>
Thistle, musk	<i>Carduus nutans</i>
Thistle, plumeless	<i>Carduus acanthoides</i>
Thistle, Scotch	<i>Onopordum acanthium</i>
Thistle, slenderflowered	<i>Carduus tenuiflorus</i>
Thistle, Taurian	<i>Onopordum tauricum</i>
Thistle, wavyleaf	<i>Cirsium undulatum</i>
Thistle yellowspine	<i>Cirsium ochrocentrum</i>
Toadflax, Dalmatian	<i>Linaria genistifolia</i> subsp. <i>Dalmatica</i>
Tree of Heaven or Ailanthus	<i>Ailanthus altissima</i>
Waterlily, banana	<i>Nymphaea mexicana</i>
Witchweed	<i>Striga asiatica</i>