

Recording Requested by and
When Recorded Mail To:

LAND TRUST FOR SANTA BARBARA COUNTY
P. O. Box 91830
Santa Barbara, California 93190
Telephone: (805) 966-4520

Revised 12/15/02

[SAMPLE #2]
**DEED OF AGRICULTURAL CONSERVATION EASEMENT
[FOR AGRICULTURE & WILDLIFE HABITAT RESOURCES]**

This DEED OF AGRICULTURAL CONSERVATION EASEMENT is made this ____ day of _____, 200_, by _____ ("LANDOWNER"), in favor of **THE LAND TRUST FOR SANTA BARBARA COUNTY**, a California nonprofit public benefit corporation ("LAND TRUST"), for the purpose of granting in perpetuity the Agricultural Conservation Easement and associated rights described below.

WHEREAS, LANDOWNER is the owner in fee simple of certain real property located in the unincorporated portion of the County of Santa Barbara, State of California, identified as Assessor's Parcel No. _____, and more particularly described in "Exhibit A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Property possesses unique [*farming, grazing and/or ranching*] resources (collectively "Agricultural Resources") and [*open space, scenic, wetlands, oak woodlands, natural habitat and/or historic*] values (collectively "Conservation Values") of great importance to LANDOWNER, the people of Santa Barbara County and the people of the State of California; and

WHEREAS, the Property has a long history of agricultural operations, contains significant areas with soil classifications designated as [*insert*] and has been identified by the Natural Resource Conservation Service of the United States Department of Agriculture as farmland of statewide and local importance in accordance with the classification standards of that agency; and

WHEREAS, the Property further possesses outstanding Conservation Values and consists in part of [*insert description of open space, scenic, wetlands, oak woodlands, natural habitat and/or historic values*], the preservation and management of which is consistent with the present and continued use of the Property for agricultural production and open space purposes; and

WHEREAS, LANDOWNER intends that the Property be maintained in agricultural production and that the Conservation Values of the Property be preserved by the continuation of the agricultural uses that have proven historically compatible with such values; and

WHEREAS, the County of Santa Barbara has established an Agricultural Element and other policies and zoning ordinances to help preserve Santa Barbara County's productive agricultural lands; and

WHEREAS, LANDOWNER intends, as the owner of the Property, to convey to LAND TRUST the right to preserve and protect the Agricultural Resources and Conservation Values of the Property in perpetuity; and

WHEREAS, LAND TRUST is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code and Section 23701d of the California Revenue & Taxation Code, whose primary purpose is the preservation and protection of land in its agricultural, [*natural habitat*,] open space and scenic conditions; and

WHEREAS, the LAND TRUST agrees, by acceptance of this Easement, to honor the intentions of LANDOWNER stated herein to preserve and protect in perpetuity the Agricultural Resources and Conservation Values of the Property for the benefit of this generation and future generations to come; and

WHEREAS, the specific Agricultural Resources and Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated _____, on file in the office of LAND TRUST ("Baseline Inventory") and incorporated herein by reference, which consists of reports, maps, photographs and other documentation that the parties agree provides an accurate representation of the Property as of the date of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, including Sections 815-816 of the California Civil Code, LANDOWNER does hereby voluntarily grant to LAND TRUST an Agricultural Conservation Easement ("Easement") in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and LAND TRUST hereby accepts said Easement.

1. PURPOSE. It is the purpose of this Easement to assure that the Property will forever remain in agricultural use for the production of food and fiber by preserving and protecting in perpetuity its Agricultural Resources, character, use and utility, and to prevent any use of the Property that would significantly impair or interfere with its Agricultural Resources, character, use or utility. It is also the intent of this Easement to protect and preserve the

Conservation Values of the Property to the extent those values are also consistent with continued agricultural use of the Property. In the event that conflicts arise between agricultural use and the Conservation Values, every effort shall be made to make agricultural use primary while also being compatible with the preservation of the Conservation Values [*especially the wetlands and/or oak woodlands resources of the Property*].

2. AFFIRMATIVE RIGHTS CONVEYED TO LAND TRUST. To accomplish the purpose of this Easement, the following rights and interests are conveyed to LAND TRUST by this Easement:

(a) **Identify Resources and Values.** To identify, preserve and protect in perpetuity the Agricultural Resources (including the character, use, utility, and soil and water quality) and the Conservation Values of the Property.

(b) **Monitor Uses and Practices.** To enter upon, inspect, observe, and study the Property for the purposes of identifying the current uses and practices thereon and the baseline condition thereof, and to monitor the uses and practices regarding the Property to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to LANDOWNER, and shall be made in a manner that will not unreasonably interfere with LANDOWNER's use and quiet enjoyment of the Property.

(c) **Prevent Inconsistent Uses.** To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. However, it is the intention of this Easement not to limit LANDOWNER's discretion to employ various choices of agricultural, farming and ranching uses and management practices within the Property so long as those uses and practices are consistent with the purpose and terms of this Easement.

(d) **Provide Signage.** To erect and maintain a sign or signs or other appropriate markers in prominent locations on the Property, visible from a public road, bearing information indicating that the Property is protected by LANDOWNER and LAND TRUST. The wording of the information shall be determined by LANDOWNER and LAND TRUST, but shall clearly indicate that the Property is privately owned and not open to the public. LAND TRUST shall be responsible for the costs of erecting and maintaining such signs or markers.

3. PERMITTED USES AND PRACTICES. LANDOWNER and LAND TRUST intend that this Easement shall confine the uses of the Property to agricultural, ranching, farming and residential uses associated with the permitted uses of the Property, and such other related uses as are described herein. The following uses and practices, if in accordance with federal, state and county laws and ordinances, and to the extent not inconsistent with the purpose of this Easement, are permitted:

(a) **Residential Use.** To allow LANDOWNER and/or its caretaker and/or lessee/sublessee to reside on the Property in structures approved for residential use, as specified herein:

- (i) Existing Residential Use. Existing single-family residences and residential accessory structures may be repaired, reasonably enlarged and replaced within the development envelope(s) shown on Exhibit _____. [**Identify each existing residential building and/or envelope on exhibit map.**]
- (ii) Additional Residential Use. No more than ____ additional single-family residences may be developed on the Property within the development envelope(s) shown on Exhibit _____.
- (iii) Accessory structures allowed for each single family residence permitted herein shall be located within the development envelope, and are limited to a single, separate guest house or artist studio; and such incidental residential accessory structures as are permitted for a single agricultural parcel by the county zoning ordinance.

(b) **Engage in Agricultural Uses.** Except as specifically prohibited in Paragraph 4, to engage in any and all agricultural uses of the Property in accordance with sound, generally accepted agricultural management practices. The term "agricultural uses" shall be defined as [**breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding, raising and boarding horses, bees, poultry and other fowl; planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description; and the processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced on the Property.**] Such agricultural uses shall not result in [**significant impacts on existing wetlands and/or oak woodlands,**] significant soil degradation, significant pollution or degradation of any surface or subsurface waters or significant impairment of open space vistas, and shall be consistent with the purpose of this Easement.

(c) **Maintenance and Repair.** To maintain, repair and replace existing structures, fences, roads, ditches, water lines, and other improvements on the Property; and to develop additional, including, but not limited to, a residence,

(d) **Agricultural Structures and Improvements.** To construct, maintain, repair and replace additional improvements reasonably necessary for the agricultural uses of the Property, including but not limited to barns, shops, garages, roads, fences, ditches, water wells, water lines and other facilities; provided, however, that LANDOWNER has obtained the prior written approval of LAND TRUST for the construction of any such additional improvements, which consent shall not be unreasonably withheld.

(e) **Water Resources.** To develop and maintain such water resources and improvements on the Property as are necessary or convenient for agricultural, conservation and residential uses in a manner consistent with the purpose of this Easement; provided such activities will ensure preservation and protection of the Agricultural Resources and Conservation Values of the Property.

(f) **Use of Agrichemicals.** To use agrichemicals, including, but not limited to, fertilizers, pesticides, herbicides and fungicides in those amounts and with such frequency of application necessary to accomplish reasonable agricultural purposes; provided that such use shall be in accordance with county, state and federal laws and regulations, and such use shall be carefully circumscribed near surface water.

(g) **Control of Animals.** To control predatory and problem rodents and other animals by the use of selective control techniques.

(h) **Utility Easements.** To provide for utility easements to public and quasi-public utilities in furtherance of the purpose of this Easement, and for existing agricultural and residential uses of the Property.

4. **PROHIBITED USES.** Any activity on or use of the Property that is inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are inconsistent with the Agricultural Resources and Conservation Values of this Easement and are expressly prohibited:

(a) **Subdivision.** The division, subdivision, or de facto subdivision of the Property; provided, however, that a lease of a portion or all of the Property for agricultural use shall not be prohibited by this paragraph. The LANDOWNER and LAND TRUST agree that the Property consists of ___ legal parcels and that no additional, separate legal parcels currently exist within the Easement Area that may be recognized by a certificate of compliance pursuant to *Government Code* Section 66499.35 based upon previous patent or deed conveyances, subdivisions or surveys. LANDOWNER will not apply for or otherwise seek recognition of additional legal parcels within the Easement Area based on certificates of compliance or any other authority. LANDOWNER reserves the right to change the location of the four legal parcels by adjusting the lot lines.

(b) **Commercial or Industrial Uses.** The establishment of any non-agricultural commercial or industrial uses, including the construction, placement or erection of any commercial signs or billboards; provided, however, that neither agriculture nor the production or processing of food and fiber products as contemplated by the provisions of this Easement shall be considered commercial or industrial use.

(c) **Roads or Structures.** The construction, reconstruction, or replacement of any road or structure within the Property, except as provided in this Easement.

(d) **Motorized Vehicles.** The use of motorized and/or off-road vehicles, except by LANDOWNER or others under LANDOWNER's control for agricultural, residential or related uses of the Property; provided that other uses of motorized and/or off-road vehicles may be permitted within the Property when necessary for maintenance of utilities or for emergency purposes.

(e) **Dumping or Disposal.** The dumping or other disposal of wastes, refuse or debris on the Property, except for organic material which is generated by permitted agricultural uses on the Property; provided that such dumping or disposal of organic materials shall be *[limited to the area designated on the map attached hereto as "Exhibit B" and incorporated herein by reference and]* in accordance with applicable federal, state and county laws and generally accepted agricultural management practices.

(f) **Erosion.** Any use or activity which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.

(g) **Alteration of Topography.** Any alteration of the general topography or natural drainage of the Property, including, without limitation, the excavation or removal of soil, sand, gravel or rock, except as may be required for *[maintenance of roadways, construction or maintenance of buildings or other]* uses within the Property and permitted herein. *[Any such excavation or removal shall be limited to locations which total less than two percent (2%) of the acreage of the Property, shall not be visible from any public road or trail, shall not significantly impair or interfere with the Conservation Values of the Property, and all such disturbed areas shall be restored to their natural original state when no longer needed for such uses. In addition, any excavation or removal of soil, sand, gravel or rock shall be permitted only to the extent permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations. No such excavation or removal shall occur without prior written permission from the LAND TRUST, which approval shall not be unreasonably withheld.]]*

(h) **Watercourses.** The alteration or manipulation of watercourses located on the Property or the creation of new water impoundments or watercourses for any purpose other than permitted agricultural uses of the Property *[and/or enhancement of natural habitat values]*.

(i) **Animal Feedlots or Greenhouses.** *The construction, maintenance or use of any commercial animal feedlot or greenhouse structures on the Property; provided, however, that locations which total less than two percent (2%) of the acreage of the Property may be used for animal feedlots that are restricted to animals raised on the Property and/or greenhouse structures which are used for the growing of seedlings or plants which will be*

transplanted to areas within the Property; and, provided further, that such locations are cited away from the viewsheds of any public roads or trails.]

(j) **Other Incompatible Uses.** The use of the Property for construction or operation of a golf course, commercial recreational facility, Christmas tree farm, [*commercial poultry or hog facility, horse breeding facility*] or similar high intensity activity.

5. **RESERVED RIGHTS.** LANDOWNER reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Water Rights.** All right, title, and interest in and to all tributary and non-tributary water, water rights, and related interest in, on, under or appurtenant to the Property; provided, however, that such water rights are used on the Property in a manner consistent with the purpose of this Easement.

(b) **Mineral Rights.** All right, title, and interest in subsurface oil, gas, and minerals; provided, however, that the manner of exploration for, and extraction of any oil, gas or minerals shall be only by a subsurface method, shall not damage, impair or endanger the protected Agricultural Resources or Conservation Values of the Property, and shall be limited to such activities as are permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations.

6. **NOTICE AND APPROVAL.** The purpose of requiring LANDOWNER to notify LAND TRUST prior to undertaking certain permitted activities is to afford LAND TRUST an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required [*insert relevant paragraph references*], LANDOWNER shall notify LAND TRUST in writing not less than thirty (30) days prior to the date LANDOWNER intends to undertake the activity in question. The notice shall describe the nature, scope, design, location and any other material aspect of the proposed activity in sufficient detail to permit LAND TRUST to make an informed judgment as to its consistency with the purpose of this Easement. LAND TRUST shall respond in writing within twenty (20) days of receipt of LANDOWNER's written request. LAND TRUST's approval may be withheld only upon a reasonable determination by LAND TRUST that the action as proposed would be inconsistent with the purpose of this Easement.

7. **ARBITRATION.** If a dispute arises between the parties concerning the consistency of any existing or proposed use or activity with the purpose of this Easement, either

party is encouraged to refer the dispute to arbitration as an alternative to judicial proceedings by request made in writing upon the other.

8. LAND TRUST'S REMEDIES.

(a) Notice of Violation. If LAND TRUST determines that a violation of any of the terms, conditions, covenants or restrictions contained in this Easement has occurred or is threatened, LAND TRUST shall give written notice to LANDOWNER 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 purpose of this Easement, to restore that portion of the Property so injured.

(b) Injunctive Relief. If LANDOWNER fails to cure the violation within a thirty (30) day period after receipt of notice thereof from LAND TRUST, or fails to continue diligently to cure such violation until finally cured, LAND TRUST may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury.

(c) Damages. LAND TRUST shall be entitled to recover damages for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including, without limitation, damages for the loss of Agricultural Resources and/or Conservation Values. Without limiting LANDOWNER's liability therefor, LAND TRUST, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(d) Emergency Enforcement. If LAND TRUST, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Property, LAND TRUST may pursue its remedies under this Paragraph without waiting for the period provided for correction to expire.

(e) Scope of Relief. LAND TRUST's rights under this Paragraph shall apply equally to threatened as well as actual violations of the terms of this Easement, and LANDOWNER agrees that LAND TRUST's remedies at law for any violation of the terms of this Easement are inadequate and that LAND TRUST shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which LAND TRUST may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. LAND TRUST's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) Costs of Enforcement. Any reasonable costs incurred by LAND TRUST

in enforcing the terms of this Easement against LANDOWNER, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by LANDOWNER's violation of the terms of this Easement shall be borne by LANDOWNER; provided however that LANDOWNER shall not be responsible for the costs of restoration necessary to remedy damage to the Property caused by the conduct of third parties acting without permission or knowledge of LANDOWNER. The prevailing party in any action brought pursuant to the provisions of this Easement shall be entitled to recovery of its reasonable costs of suit, including, without limitation, attorneys' fees, from the other party.

(g) Enforcement Discretion. Enforcement of the terms of this Easement shall be at the discretion of LAND TRUST, and any forbearance by LAND TRUST to exercise its rights under this Easement shall not be deemed or construed to be a waiver by LAND TRUST of such rights or of any subsequent breach of the same or any other terms of this Easement, or of its rights under the Easement. No delay or omission by LAND TRUST in the exercise of any right or remedy upon any breach by LANDOWNER shall impair such right or remedy or be construed as a waiver, and LANDOWNER hereby waives any defense of laches, estoppel or prescription.

9. ACTS BEYOND LANDOWNER'S CONTROL. Nothing contained in this Easement shall be construed to entitle LAND TRUST to bring any action against LANDOWNER for any injury to or change in the Property resulting from causes beyond LANDOWNER's control, including, without limitation, fire, flood, storm and earth movement, or actions by persons outside the control and knowledge of LANDOWNER, or from any prudent action by LANDOWNER under emergency conditions, to prevent, abate or mitigate significant injury to the Property resulting from such causes.

10. PUBLIC ACCESS. No right of access by the general public to any portion of the Property is conveyed by this Easement.

11. COSTS AND LIABILITIES. LANDOWNER retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including payment of property taxes and assessments of any kind, costs associated with fire management and agricultural regulations, and maintenance of adequate comprehensive general liability insurance coverage. LANDOWNER remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements.

12. INDEMNIFICATION. LANDOWNER shall release and hold harmless, indemnify, and defend LAND TRUST and its trustees, officers, members, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with (a) 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 of the adjudicated proportionate fault of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including, without limitation, environmental or hazardous waste provisions; and (c) the obligations and costs associated with the LANDOWNER responsibilities specified in Paragraph 11.

13. ASSIGNMENT. The LAND TRUST may assign its rights and obligations under this Easement, but only to an organization which, at the time of transfer, is qualified under Section 170(h) of the Internal Revenue Code, as amended (or any successor provisions), and is authorized to acquire and hold conservation easements under California law. As a condition of such transfer, LAND TRUST shall require that the conservation purpose set forth in this Easement continue to be carried out and enforced.

14. SUBSEQUENT TRANSFERS. LANDOWNER agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, any leasehold interest. The failure of LANDOWNER to perform any act required by this Paragraph shall not affect the validity of such transfer nor shall it impair the validity of this Easement or limit its enforceability in any way.

15. EXTINGUISHMENT. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The proceeds, if any, from such extinguishment to which LAND TRUST shall be entitled, as determined by the court, shall be the stipulated fair market value of the Easement, or proportionate part thereof.

16. CONDEMNATION. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, LANDOWNER and LAND TRUST shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by LANDOWNER and LAND TRUST in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The

LAND TRUST share of the balance shall be determined by the ratio of the value of the Easement to the value of the Property unencumbered by the Easement.

17. SUBORDINATION. If at the time of conveyance of this Easement, the Property is subject to any mortgage or deed or trust encumbering the Property, LANDOWNER shall obtain from the holder of any such mortgage or deed of trust an agreement to subordinate its rights in the Property to this Easement to the extent necessary for the LAND TRUST to enforce the purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgage or deed of trust holder.

18. GENERAL PROVISIONS.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement.

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

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

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of LANDOWNER's title in any respect.

(f) Successors in Interest. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective beneficiaries, personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed to the appropriate party at the address provided in this Easement or at such address as either party

or successor in interest shall from time to time designate by written notice to the other.

IN WITNESS WHEREOF, LANDOWNER has executed this Easement and LAND TRUST has accepted this Easement as of the date first written above. This Easement shall become effective as of the date of recordation.

LANDOWNER:
[NAME]
[Address]
[Telephone/Fax]

by _____

LAND TRUST:
THE LAND TRUST FOR SANTA BARBARA COUNTY
Post Office Box 91830
Santa Barbara, California 93190
Telephone: 805/966-4520 Fax: 805/963-5988

by _____
President

by _____
Secretary

[Notary Acknowledgments]

“Exhibit A”
[Legal Description of Property]

“Exhibit B”
[Conservation Easement Map]