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**NORTHERN CALIFORNIA LAND TRUST****MODEL CONSERVATION EASEMENT**  
**What each of the parts mean.**Recitals (The "whereas's")

This section sets forth background information essential for understanding both the legal and factual basis for the creation of the easement. These clauses include the statement of intent of the grantor and grantee in regards to the resources on the property.

1. Purpose

This section is the touchstone of the easement, in that any future decision about use of the property will be evaluated in regards to the conservation values identified in the statement of purpose.

2. Rights of Grantee

Generally, all conservation easements include the rights of inspection and enforcement of the terms of the easement (See Section 6: Grantee's Remedies). Beyond these, the scope of rights conveyed to the grantee depends on the type of easement in question. Recreational or educational easements will require greater access and thus more detail in the description of the rights of the grantee. The greater the degree of access or management control by the grantee, however, the greater a grantor's exposure to liability issues. The broad description of the grantee's rights in this model easement includes a requirement to exercise those rights without undue interference with the landowner's use and quiet enjoyment of the property.

3. Prohibited Uses

This easement allows any uses consistent with the purpose of the easement, and includes a section where specific uses are prohibited. The list of prohibited uses are determined jointly by the landowner and conservation organization.

4. Reserved Rights

The easement reserves all rights to the property owner that are not inconsistent with the purpose of the easement, and includes a section where specific rights are reserved. These rights are transferable with the property.

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## 5. Notice of Intention to Undertake Certain Permitted Actions

For federal tax deductibility, the IRS requires that the grantor agree to notify the grantee in writing prior to exercising reserved rights that might have an adverse impact on the conservation values the easement is intended to protect.

## 6. Grantee's Remedies

Section 6 - 6.4 address enforcement of the terms of the easement by the grantee.

## 7. Access

In this model easement, no public access is allowed. If an easement were to allow access, provision is usually made in the "Purpose" or "Rights of the Grantee" sections, with details provided here.

## 8. Costs and Liabilities

Sections 8 - 8.2 address the division of costs of land vs. easement ownership.

## 9. Extinguishment

For an easement to qualify for federal tax deductibility, extinguishment may only take place by a judicial proceeding.

### 9.1. Proceeds

IRS regulations require that, when a deductible easement is extinguished and the property subsequently sold or exchanged, the grantee is entitled to a proportional share of the proceeds.

### 9.2 Condemnation

A similar requirement is made in this section for condemnation.

## 10. Assignment

This section provides for assignment only to another qualified conservation organization, as required by the IRS for deductible easements.

### 11. Subsequent Transfers

This section is included as a practical means of increasing the likelihood that future purchasers, encumbrances, or lessees will have actual notice of the easement ahead of the transfer.

### 12. Estoppel Certificates

This provision requires the grantee to certify the landowner's good standing upon request.

### 13. Notices

Recipients' name and addresses for written communication regarding the easement is provided.

### 14. Recordation

All conservation easements are recorded.

### 15. General Provisions

These statements are standard terms, routinely included in substantial written agreements.

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