



# The Episcopal Diocese of Northern California

2394 Fair Oaks Blvd, Sacramento, California 95825

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## TEMPLATE 5

### AGREEMENT REGARDING RESTRICTIONS ON REAL PROPERTY AND GRANTING POWER OF TERMINATION

**RECORDING REQUESTED BY AND** )  
**AFTER RECORDING RETURN TO** )  
 Episcopal Diocese of Northern California )  
 2394 Fair Oaks Blvd., )  
 Sacramento, CA 95825 )  
 )  
**AND MAIL TAX STATEMENTS TO** )  
 )  
 \_\_\_\_\_ Church )  
 \_\_\_\_\_, California \_\_\_\_\_ )  
 )

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### AGREEMENT

This Agreement regarding restrictions on real property and granting power of termination, dated  
 for convenience this \_\_ day of \_\_\_\_\_, 20\_\_, is by and between \_\_\_\_\_  
 [Insert name of the church or other holder of title to the real property just as it holds title,  
 including the description of the form of corporation] and THE EPISCOPAL CHURCH IN THE  
 DIOCESE OF NORTHERN CALIFORNIA.

### RECITALS

A. \_\_\_\_\_ CHURCH, a California non- profit religious corporation, (the “Parish  
 Corporation”) exists to carry out the temporal functions of \_\_\_\_\_, an ecclesiastical  
 body, (“the Parish”) and as such is the owner of real property on which the church is located. The  
 street address for the church is \_\_\_\_\_, \_\_\_\_\_, California, \_\_\_\_\_. The legal  
 description for this property is all that real property located in the County of \_\_\_\_\_, State of  
 California, described [in that certain Grant Deed executed by \_\_\_\_\_, as

Grantor, to \_\_\_\_\_, as Grantee, filed for record in the Office of the County Recorder of \_\_\_\_\_ County, California, on \_\_\_\_\_, \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_ (APN \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_)(the "Property"). The Property includes the church, other buildings, and the underlying property.

B. The Parish from its founding is and has been an integral subordinate unit and part of the Episcopal Church in the Diocese of Northern California (the "Diocese"), and of the Protestant Episcopal Church in the United States of America, otherwise known as The Episcopal Church (the "Episcopal Church). The Parish has formed the Parish Corporation as a subordinate agent to carry out its temporal functions, including holding title to property with the power to manage and control the same in accordance with the interest of the Parish. Both the Parish and the Parish Corporation are subject to the Constitution and Canons for the Protestant Episcopal Church in the United States of America, and the Constitution and Canons of the Episcopal Church in the Diocese of Northern California. Any action taken by either the Parish or the Parish Corporation is void to the extent that it is inconsistent with or in violation of the Constitution and Canons of either the Diocese or the Episcopal Church.

C. The parties to this Agreement desire to establish these facts in legal title. The consideration for this Agreement is [set forth any specific consideration, such as, the loan made to the Parish by the Diocese, and] the desire of the congregation to remain a part of the Diocese and The Episcopal Church.

#### **AGREEMENTS**

The Parish Corporation for itself and the Parish and the Diocese agree as follows:

The Parish Corporation for itself and for the Parish hereby irrevocably grants to the Diocese a power of termination with respect to the Property pursuant to California Civil Code §885.010 *et*

*seq.*, which may be exercised after a breach or violation of the restrictions set forth below. After exercise of the power of termination, title to the Property shall vest in the Diocese. Parish Corporation for itself and for the Parish also irrevocably agrees that these restrictions may be enforced as covenants and constitute an irrevocable declaration of trust in furtherance of the provisions of Canon I.7.4 of The Episcopal Church. These restrictions are as follows:

1. The Property cannot be conveyed or in any way encumbered without the express written consent of the Bishop or the ecclesiastical authority and the Standing Committee of the Diocese. Any instrument conveying or encumbering the Property shall bear such written consents.
  
2. Any use, conveyance or encumbrance of the Property can only be in accordance with the Constitution and Canons for the Protestant Episcopal Church in the United States of America, and the Constitution and Canons of the Episcopal Diocese of Northern California, including but not limited to, the provision now embodied in Canon I.7.3 of the Episcopal Church, which provides that no Vestry, Trustee, or other Body, authorized by Civil or Canon law to hold, manage, or administer real property for any Parish, Mission, Congregation, or Institution, shall encumber or alienate the same or any part thereof without the written consent of the Bishop and Standing Committee of the Diocese of which the Parish, Mission, Congregation, or Institution is a part, except under such regulations as may be prescribed by Canon of the Diocese, and also the provision now embodied in Canon I.7.4 of the Episcopal Church, which provides that all real and personal property held by or for the benefit of any Parish, Mission, or Congregation is held in trust for the Episcopal Church and the Diocese thereof in which such Parish, Mission, or Congregation is located; provided, however, that the existence of this trust shall in no way limit the power and authority of the Parish Mission, or Congregation otherwise existing over such property so long as the particular Parish, Mission, or

Congregation remains a part of, and subject to, the Episcopal Church and its Constitution and Canons.

**EXECUTED AS FOLLOWS:**

**EPISCOPAL CHURCH IN THE DIOCESE OF NORTHERN CALIFORNIA:**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(The Right Reverend) Megan M. Traquair  
Bishop of the Episcopal Church in the Diocese of  
Northern California

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, President  
The Episcopal Church in the Diocese of Northern  
California, a California Corporation

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Secretary  
The Episcopal Church in the Diocese of Northern California,  
a California Corporation

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, President  
The Standing Committee of the Episcopal Church in the  
Diocese of Northern California

\_\_\_\_\_ **[INSERT NAME OF PARISH CORPORATION OR OTHER  
HOLDER OF TITLE]:**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(The Reverend) \_\_\_\_\_  
Rector of \_\_\_\_\_ Parish

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(M(r)(s).) \_\_\_\_\_  
Senior Warden of \_\_\_\_\_ Parish

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 200\_ before me, \_\_\_\_\_, a Notary Public, personally appeared the Right Reverend Megan M. Traquair, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and each 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS MY HAND AND OFFICIAL SEAL.**

Signature \_\_\_\_\_(Seal)

[Note: The acknowledgment is in the format required by statute effective January 1, 2008. See Assembly Bill 886 of 2007 signed by the Governor.