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RECORDING REQUESTED BY
STEWART TITLE OF CALIFORNIA

DOC # 2009-0694057



~~RECORDING REQUESTED BY AND~~
WHEN RECORDED MAIL TO:

DEC 16, 2009 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 0.00
OC: NA

6920

PAGES: 21

State of California
Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, CA 95811

2259-
01-0248666

Handwritten initials and marks



Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 15th day of OCTOBER, 2009, by The Environmental Trust, Inc., a California nonprofit public benefit corporation ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 43 acres, located in the County of San Diego, State of California, designated Assessor's Parcel Number 383-071-08 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. The Property provides high quality habitat for least Bell's vireo (*Vireo bellii pusillus*), Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), yellow-breasted chat (*Icteria virens*), yellow warbler (*Dendroica petechia brewsteri*) and the southwestern pond turtle (*Actinemys marmorata pallida*) and contains southern cottonwood-willow riparian forest, fresh water pond, and non-native vegetation habitats;

D. Grantor acquired the Property as mitigation or compensation for certain impacts of the project(s) described in Exhibit "B" attached hereto and incorporated herein by this reference.

E. The Department of Fish and Game ("CDFG") has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFG is authorized to hold conservation easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

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F. This Conservation Easement is a "protective conservation easement" granted pursuant to the Combined Disclosure Statement and Liquidating Plan of Reorganization dated as of December 20, 2005 (the "Plan"), in United States Bankruptcy Court, Southern District of California, Bankruptcy No. 05-12321-LA11, In Re The Environmental Trust, Inc., Debtor. 6921

G. Also pursuant to the Plan, concurrently with this Conservation Easement, Grantor is granting and conveying the Property to the City of Santee which will acquire the Property subject to this Conservation Easement. As Section 10 of this Conservation Easement requires, Grantor shall incorporate the terms of this Conservation Easement by reference in the deed(s) or other legal instrument(s) by which Grantor so divests itself of the Property.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with those purposes, including, without limitation: those involving the preservation, restoration and enhancement of native species and their habitats; any use consistent with the requirements of the City of Santee Multiple Species Conservation Plan Subarea Plan for the Property and not inconsistent with any express prohibition of this Conservation Easement; the operation, and use by the public of existing pedestrian, equestrian and biking trails, as of the date of recording of this Conservation Easement, as shown in Exhibit "C"; the establishment, operation, and use by the public of a trailhead as described in Exhibit C hereto; and the construction, operation, and public use of future pedestrian and other trails, subject to CDFG approval.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such

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areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and

(e) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals except as necessary to protect habitat values; weed abatement activities, except as provided for in Section 3(l) herein; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, except that grazing is permitted if done in accordance with a CDFG-approved grazing or management plan;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement described in Exhibit "C";

(e) Commercial or industrial uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction or placement of any building, billboard or sign, except trail markers, nature interpretive signs and regulatory signs, or any other structure or improvement of any kind, except trails and trailhead as permitted under this Conservation Easement described in Exhibit "C";

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species;

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(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(k) Altering the surface or general topography of the Property, including building of roads, except for the purpose of maintaining existing foot trail and constructing the trailhead, as shown in Exhibit "C", consistent with this Conservation Easement;

(l) Removing, destroying, or cutting of native vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads and future trailhead consistent with this Conservation Easement, or (3) prevention or treatment of disease; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property, except for use of trails as permitted by this Conservation Easement. To the extent Grantor is unable to control unlawful entry to or use of the Property by persons causing degradation or harm to the conservation values of the Property using reasonable measures, the Grantee and Grantor shall endeavor in good faith to enter into a cooperative mitigation agreement for the mitigation of the adverse effects of such activity.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. **Grantee's Remedies.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

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If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section 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 the injunctive relief described in this section, 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. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.3. 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 (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and

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are enforceable by CDFG. These rights are in addition to, and do not limit, the rights of enforcement under any permit or agreement described in Exhibit "B".

7. **Access.** This Conservation Easement does not convey a general right of access to the public, except for recreational use of existing trails and future trails as approved by CDFG.

8. **Costs 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. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep 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 remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

8.1. **Taxes; No Liens.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Notwithstanding the foregoing, should the Property be transferred to a public entity exempt from payment of taxes, this obligation shall not incur any additional liability of any nature on such transferee. Grantor shall keep the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

8.2. **Hold Harmless.** Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "**Indemnified Party**" and, collectively, "**Indemnified Parties**") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "**Claim**" and, collectively, "**Claims**"), arising from or in any way connected with: (1) 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, unless due to the negligence or misconduct of Grantee, its governing board, officers, contractors, agents, employees or volunteers; (2) the obligations specified in Sections 4, 8, and 8.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or

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reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding. Grantee shall hold harmless, protect and indemnify Grantor and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them from and against any and all Claims connected with or arising from the negligence or misconduct of Grantee, its governing board, officers, contractors, agents, employees or volunteers.

8.3. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

8.4. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code Section 1348.3.

9. Transfer of Easement. This Conservation Easement is transferable by Grantee, but Grantee may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States and Government Code Section 65965. Grantee shall require the assignee to record the assignment in the county where the Property is located.

10. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

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11. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: The Environmental Trust Inc.
P.O. Box 3107
La Mesa, CA 91944
Attn: Brad Thornburgh

To Grantee: Department of Fish and Game
South Coast Regional Office
4949 Viewridge Avenue
San Diego, CA 92123
Attn: Regional Manager

With a copy to: Department of Fish and Game
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. **Amendment.** This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Diego County, State of California.

13. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an

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interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability**. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement**. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 12.

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

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

(g) **Termination of Rights and Obligations**. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) **Captions**. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **No Hazardous Materials Liability**. Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

- (1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property

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(including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement Deed, and that the Property is not subject to any other inconsistent conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 13(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 10.

(l) Recording. Grantee shall record this Conservation Easement Deed in the Official Records of San Diego County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

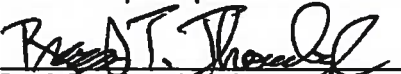
IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

Approved as to form:

The Environmental Trust, Inc., a
California nonprofit public benefit corporation

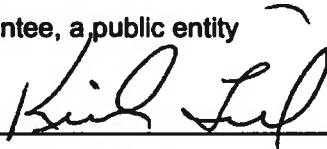
By: , Pres.
Brad T. Thornburgh, President

Date: October 1, 2009

ACKNOWLEDGED:

Approved as to form:

City of Santee, a public entity

BY: 

City Attorney
City of Santee

NAME: Keith Till

TITLE: City Manager

BY: 
Shawn Hagerty

DATE: September 28, 2009

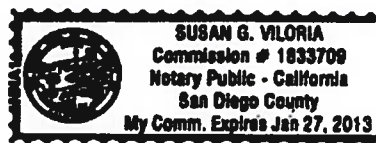
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STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On October 1, 2009, before me, Susan G. Vioria, a Notary Public, personally appeared Brad T. Thornburgh, who 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.

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.



Susan G. Vioria (Seal)
Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On Sept 28, 09 before me, Patricia R Bell Notary Public
Date Here Insert Name and Title of the Officer

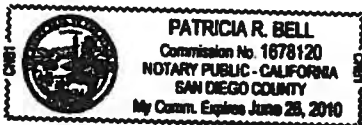
personally appeared Keith Till
Name(s) of Signer(s)

who 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/hen/their authorized capacity(ies), and that by his/hen/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 Patricia R Bell
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Conservation Easement Deed

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

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**LEGAL DESCRIPTION
CARLTON OAKS**

**THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO AND IS DESCRIBED AS FOLLOWS:**

**PARCEL 3 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY
RECORDED, OCTOBER 19, 1992 AS FILE NO. 1992-665040 OF OFFICIAL RECORDS.**

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EXHIBIT B

The Carlton Oaks Country Club restoration and enhancement project located in the City of Santee, County of San Diego, State of California, pursuant to the U.S. Army Corps of Engineers Order for Restoration, Notice of Violation of the Clean Water Act Enforcement Case No. 9321251000-TCD and the California Department of Fish & Game Streambed Alteration Agreement 5-631-93 and the Restoration and Enhancement Plans created thereunder.

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**EXHIBIT "C"
TO
CONSERVATION DEED**

**EXHIBIT AND DESCRIPTION OF PROJECT TO IMPROVE EXISTING TRAILS
AND TO CONSTRUCT A TRAILHEAD**

[ATTACHED BEHIND THIS COVER PAGE]

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**EXHIBIT C
PROJECT DESCRIPTION**

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The project is comprised of park improvements within the 43-acre Mast Park West, as depicted in Exhibit "C" hereto. The Project goals are to enhance public access along the San Diego River (river parkway) while also providing protection of the site's wetland conservation values. All work would occur outside of the bird-nesting season to avoid disturbance to the Least bell's vireo, migratory birds, and raptors. The project will design, permit, and construct enhancements for river access (trailhead) and recreational trails, and educational signage about the habitat and its wildlife. As such, the project's physical enhancements fall into three basic components:

- 1) **Trails:** 2,500 feet of improved trails (decomposed granite surface)
- 2) **Trailhead:** 4,200 square feet in area, at Carlton Hills Boulevard; and
- 3) **Signage:** interpretive, educational and access control.

Trails

A network of paths exists on the property. The proposed trail improvements adhere to the alignment of existing trails (shown in red in Exhibit C hereto). The widest existing trail (varies from 10 to 12 feet in width) is the east-west trail that aligns with the San Diego River. The trail location utilizes an existing maintenance road, therefore eliminating the need for significant grading. Improvements to these trails include minor grubbing and grading to excavate a bed for stabilized decomposed granite. The trail would be edged with header boards to keep the decomposed granite in place.

Three pet waste stations would be installed at intervals along the trail. Vegetation overgrowth adjacent to the trails would be trimmed, as necessary. Removable bollards are also proposed at the west terminus of the trail, where the property abuts a privately-owned golf club.

The east-west trail surface would be 10 feet in width, and the secondary trails, which are generally north-south in their alignment, would retain a narrower width of four (4) feet. Peeler log fencing is proposed along both sides of the trails to discourage encroachment into adjacent riparian areas.

The proposed trail would extend the current trail in Mast Park westward, to terminate at a private golf course (Carlton Hills Golf Course). The trail could be extended further west in the future when the golf course is redeveloped, thereby linking the trail to the Mission trails Regional Park.

The secondary terminus, at the property line of a multiple-family residential development, is included with the project because it is currently used and has the potential to provide a connection to Carlton Oaks Drive and beyond to the Santee Lakes Regional Park and Preserve.

The Environmental Trust/Mast Park West
Conservation Easement Deed

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Trailhead

The trailhead will use an existing cleared area at Carlton Hills Boulevard (adjacent to an existing commercial center) to provide a very visible improved public access to Mast Park – West. The picture below is taken from Carlton Hills Boulevard looking west toward the proposed trailhead. First, the chain link fencing and gate would be removed and replaced with peeler log fencing. This area would be cleared of overgrown vegetation, and then re-graded to establish a level surface for decomposed granite and concrete pads (combined 280 square feet) to support a picnic table with benches and four bicycle racks. Removable bollards (three) would be installed at the existing Carlton Hills Boulevard driveway to control vehicular access, while allowing access for pedestrians and cyclists. The trailhead would be further enhanced by adding the following:

- ✓ Sign kiosk (manufactured and installed by Coast Recreation, Inc.)
- ✓ Bicycle rack
- ✓ Picnic table with benches
- ✓ Trash and recycling receptacles
- ✓ Pet waste station
- ✓ State Resources Agency sign highlighting the funding source for the park improvements (one of three).

Signage

Interpretive displays in the kiosk structure would contain information about environmental resources and rules for trail use. The picture is representative of this project feature. It is a rectangular (5 feet by 10 feet) hip kiosk with a double column design, and a standing seam powder-coated metal roof. Included are four interpretive signs, 3 feet by 2 feet in size, to consist of the aluminum frames, porcelain panels, and high grade pressure laminate. Graphic design services are included with the project.

Three additional free-standing regulatory signs would also be installed along the trail to inform users of the park rules. Other signs include the posting of three State Resources Agency signs, per grant specifications.

EXHIBIT C (Map)

6939

Omitted for recording purposes.

CERTIFICATE OF ACCEPTANCE

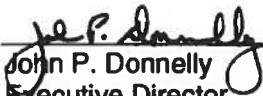
THIS IS TO CERTIFY that the interest in real property conveyed by the conservation easement deed, dated DATE from The Environmental Trust to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Natural Resources Agency, State of California, adopted on November 20, 2008. and the grantee consents to the recordation thereof by its duly authorized officer.

I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.

WILDLIFE CONSERVATION BOARD

By: 
(authorized signatory)

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: 
John P. Donnelly
Executive Director
Wildlife Conservation Board

Date: 12/1/09

