

Ramona Grassland Conservation Bank

Long-term Management Plan

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1.0 INTRODUCTION

This Long-term Management Plan (LTMP) has been prepared for the Ramona Grasslands Conservation Bank (Bank). The Bank is being established through the Conservation Bank Enabling Instrument (CBEI) to compensate for unavoidable impacts by permanent preservation and in perpetuity management of species and habitats within the Bank. Specifically, the 205.39-acre Bank supports grassland and vernal pool habitat and associated sensitive species such as the San Diego fairy shrimp (*Branchinecta sandiegonensis*), federally listed as endangered, and burrowing owl (BUOW; *Athene cunicularia*) among others. The CBEI Signatory Agencies (also referred to as Approving Agencies) are the Carlsbad Fish and Wildlife Office of the U.S. Fish and Wildlife Service (USFWS) and the San Diego Office of the California Department of Fish and Wildlife (CDFW). Terms used in this LTMP have the same meaning as defined in the CBEI.

This LTMP provides direction for the long term management of the 205.39-acre property during implementation of the Bank, and following acceptance of long-term management responsibilities by the long-term manager. The LTMP also provides direction for interim management which refers to activities funded directly by the Bank Sponsor until the endowment is established for long-term management. The Bank Sponsor/Property Owner is responsible for implementing the Long-Term Management Plan. The San Diego Habitat Conservancy (SDHC) or other land manager will implement management as a component of the 3,490-acre Ramona Grasslands Preserve (Preserve). Adding the 205 acres to the Preserve will increase the Preserve size to 3,700 acres and increase management efficiencies for both the Bank property and the Preserve. In the event SDHC is not the long-term manager of the Bank, another land manager will be identified.

The Bank parcels have been amended into the Multiple Species Conservation Program (MSCP) County of San Diego Subarea Plan to allow for use of the Bank to meet mitigation obligations for grasslands on Otay Mesa. Use of the Bank is also intended to provide compensation for impacts within the Ramona area and will continue servicing the Ramona area with any future adoption of a North County MSCP plan.

1.1 PURPOSE OF LONG-TERM MANAGEMENT PLAN

The purpose of the Bank can be summarized in the following vision statement:

"To provide mitigation opportunities within the service area of the Bank and contribute to subregional habitat conservation planning efforts in northwestern San Diego County by providing in perpetuity management and conservation of native species associated with grassland and vernal pool habitats."

The purpose of this LTMP is to identify management goals and objectives for the existing grassland and associated species at the Bank consistent with this vision, and to provide specific management tasks to meet those goals and objectives. This LTMP:



- 1. Guides management of vegetation communities and habitats, plant and animal species, and programs described herein to protect and, where appropriate, enhance biological resources;
- 2. Serves as a descriptive inventory of vegetation communities and plant and animal species that occur within the Bank;
- 3. Establishes the baseline conditions from which management will be determined and success will be measured; and
- 4. Provides an overview of the operation, maintenance, administrative, and personnel requirements to implement management goals, and serves as a budget planning aid.

1.1.1 Agency Review and Coordination

This LTMP was submitted to and approved by the USFWS and the CDFW: (collectively "Resource Agencies").

2.0 IMPLEMENTATION

2.1 RESPONSIBLE PARTIES

The Bank Sponsor will serve as the land manager during the Interim Management Period (i.e., the period between signature of the CBEI and three years past full funding of the endowment) and will implement start-up management tasks and the LTMP during this period. After which time the Bank Sponsor contemplates that SDHC will serve as land manager during the Long Term Management Period and will be responsible for implementing the LTMP as the Property Owner. If SDHC cannot act in such capacity, the Resource Agencies and Bank Sponsor will jointly approve the selection of a land manager. The land manager must possess the following qualifications:

- Ability to carry out habitat monitoring and maintenance activities;
- Fiscal stability, including preparation of an operational budget (using an appropriate analysis technique) for the management of this LTMP;
- Land managers must have at least 1 staff member with a biological, ecological, or wildlife management degree; and
- Experience with habitat management in southern California.

Bank Sponsor will ensure that all conservation easements (CE) are recorded and any future transfer of fee title of the Bank Property to SDHC or other entity is conducted in accordance with the CBEI. Management of the Bank Property will begin upon approval of the CBEI, recordation of the CEs, and provision of interim management security.



2.2 FINANCIAL RESPONSIBILITY/MECHANISM

Pursuant to the terms of the CBEI, the Bank Sponsor is responsible for all LTMP funding requirements, including direct funds to support the start-up management tasks as well as a non-wasting endowment, which is tied to the property to fund LTMP implementation. Start-up tasks include placement of signage and construction of 2 burrowing owl complexes in the North Parcel. Long-term tasks involve the management and maintenance of the biological resources within the Bank in perpetuity, including habitat and species monitoring and mapping, grassland management, exotic species control, access control, and reporting. Implementation of the LTMP will transfer from the Bank Sponsor to the SDHC or other Property Owner three years after full funding of the endowment.

Disbursement of Funds to Land Manager

The land manager shall prepare an annual work plan for review and approval by the Resource Agencies. The Resource Agencies shall review the work plan and provide written approval within 30 days of receipt of the annual work plan to the Fund Manager for release of management funds for the following year. If the Resource Agencies request changes to the work plan, the land manager shall make the requested changes, and the Resource Agencies shall have 15 days to review and approve the revised work plan. If the Resource Agencies do not provide approvals within the prescribed times, the annual work plan shall be deemed approved and the funds shall be released to the land manager.

2.3 COST ESTIMATE/BUDGET

A cost assessment for implementation of the LTMP has been prepared for the Bank Property by the SDHC and is provided as Appendix A.

2.4 REPORTING REQUIREMENTS

Pursuant to the requirements of the CBEI, an annual written report will be prepared by the land manager and submitted to the Resource Agencies and County that will summarize the previous year's management and monitoring as well as a work plan for the upcoming year (see also Section IX of the BEI). The report will provide a summary of methods employed, evaluate how management objectives have been met, identify new management issues and recommendation to address these issues, and address the success or failure of previous management approaches based on monitoring. It shall include a summary of the overall condition of vegetation communities and sensitive species in the Bank, assess any changes from the baseline or from the previous year's conditions, assess how each specific management objective is being met, and address any monitoring and management limitations. All adaptive management (changes) resulting from previous monitoring results and methods for measuring the success for such adaptive management will be discussed. The annual report will also include an accounting of funds used for management that year, a proposed budget for management in the coming year, and a summary statement of the status of the endowment fund.



The results of all updated vegetation mapping and sensitive plant and animal surveys will be included in the annual reports.

3.0 PROPERTY DESCRIPTION

3.1 LEGAL DESCRIPTION

The Bank is located in an unincorporated portion of the County in the community of Ramona in the inland mountain area of northern San Diego County (Figure 1). The Bank occurs both north, south and west of Highland Valley Road and west of Rangeland Road (Figure 2). It occupies unsectioned lands within Township 13 South, Range 1 West of the U.S. Geological Survey 7.5-minute San Pasqual quadrangle (Figure 3). The two Bank parcels shall be referred to the North Parcel (Assessor's Parcel Number [APN] 277-050-32) and the South Parcel (APN 277-121-05, 277-121-08, and 277-111-09) as depicted on Figure 3.

3.2 GEOGRAPHICAL SETTING

The site is located in the Ramona grasslands both north and south of Santa Maria Creek, in the western portion of Santa Maria Valley. The North Parcel is bounded by existing conserved lands to south, east and west, and by Ramona Municipal Water District (RMWD) lands to the north. The South Parcel is bound by existing conserved lands to the north, undeveloped land to the east, and large lot residential development to the south and west (Figure 2). Starvation Mountain lies to the west and Mount Woodson to the southwest. Elevations range from approximately 1,341 feet above mean sea level (AMSL) to approximately 1,402 feet AMSL. Access to the site is via Highland Valley Road for the South Parcel and Rangeland Road, which parallels the eastern boundary of the North Parcel.

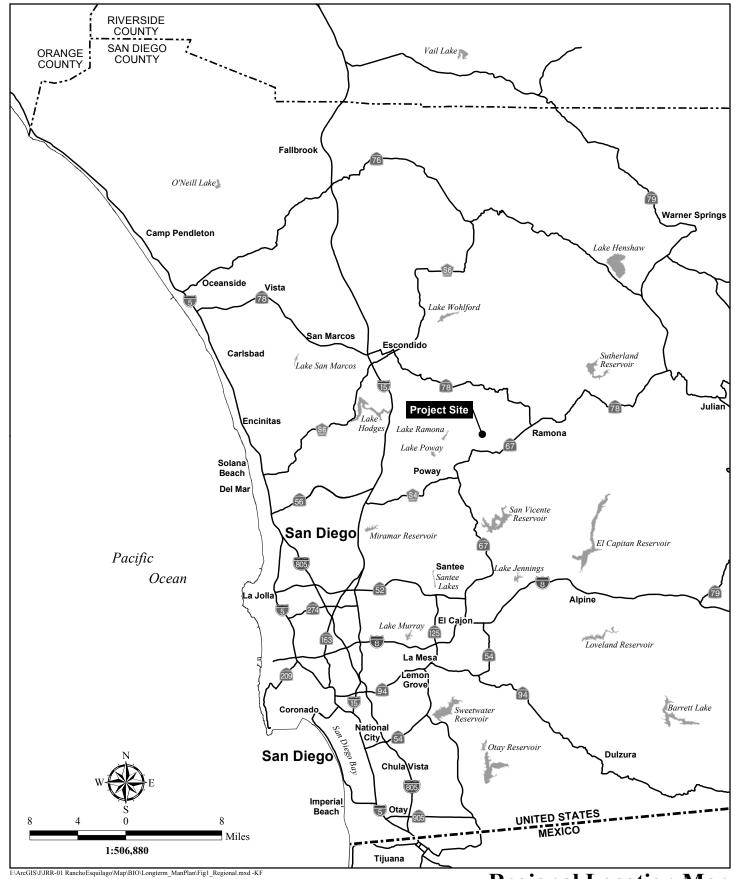
3.3 LAND USE

The site has been used primarily for grazing cattle, dryland farming, and other agricultural practices (disking and irrigation). The Bank Sponsor has recently discontinued the dryland farming operation and disking on the South Parcel. There are no existing structures on site. Surrounding land uses include RMWD sewage treatment ponds and open space to the north, and existing conserved lands to the east and west, and large lot development to the south and southwest.

3.4 GEOLOGY, SOILS, CLIMATE AND HYDROLOGY

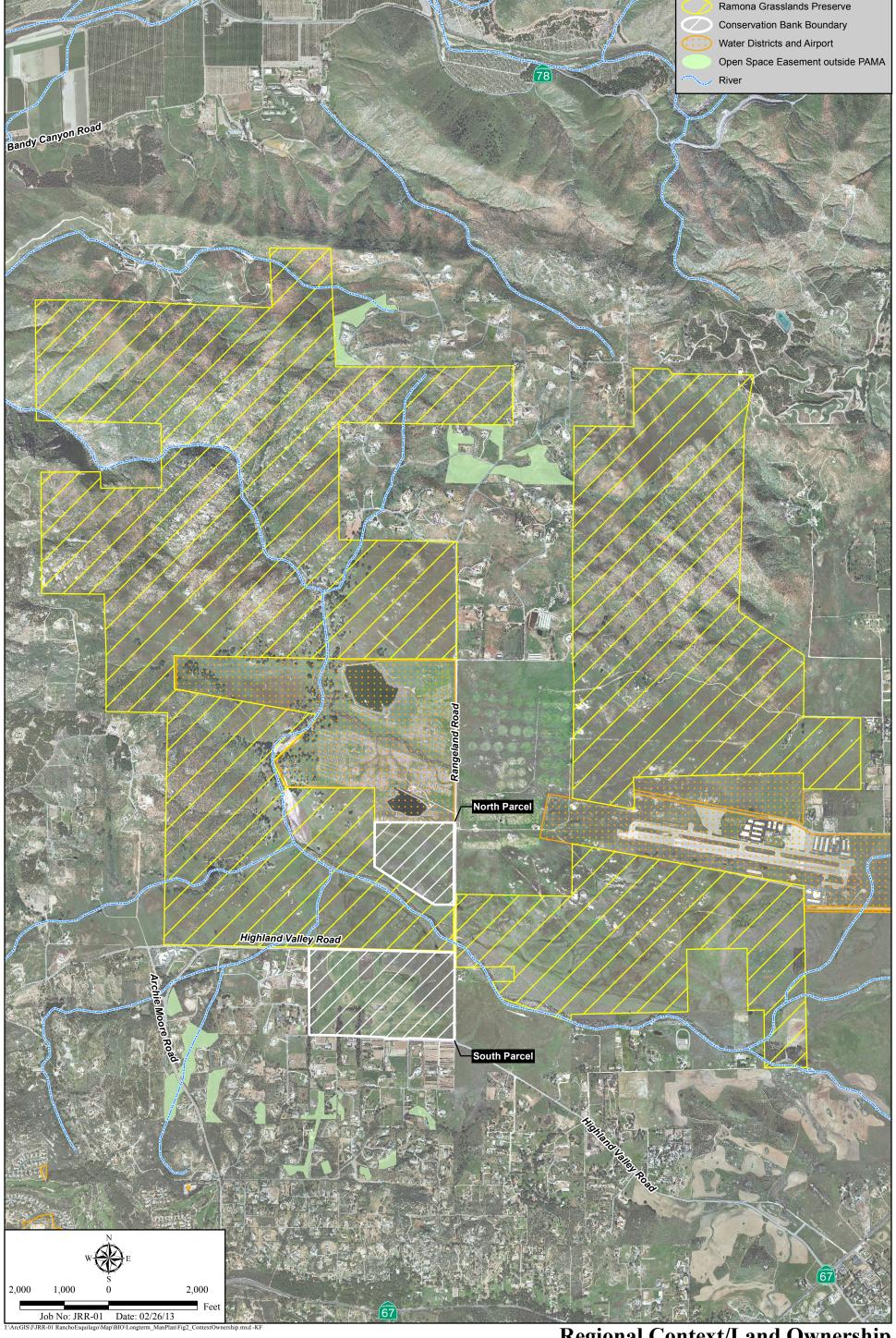
The parcels are located in the Peninsular Range Geomorphic Province of southern California. Eleven (11) soil types are mapped on site (Figure 4): Bonsall-Fallbrook sandy loams (2 to 5 percent slopes), Fallbrook sandy loam (9 to 15 percent slopes, eroded), Bonsall sandy loam, Bosanko clay, Fallbrook sandy loam, Fallbrook rocky sandy loam, Las Posas sandy loam, Las Posas fine sandy loam (5 to 9 percent slopes, eroded), Greenfield sandy loam (2 to 5 percent slopes), Vista coarse sandy loam, and Visalia sandy loam (0 to 2 percent slopes; Bowman 1973). Bosanko clay occurs on the flatter portions of the site and is the dominant soil type mapped on





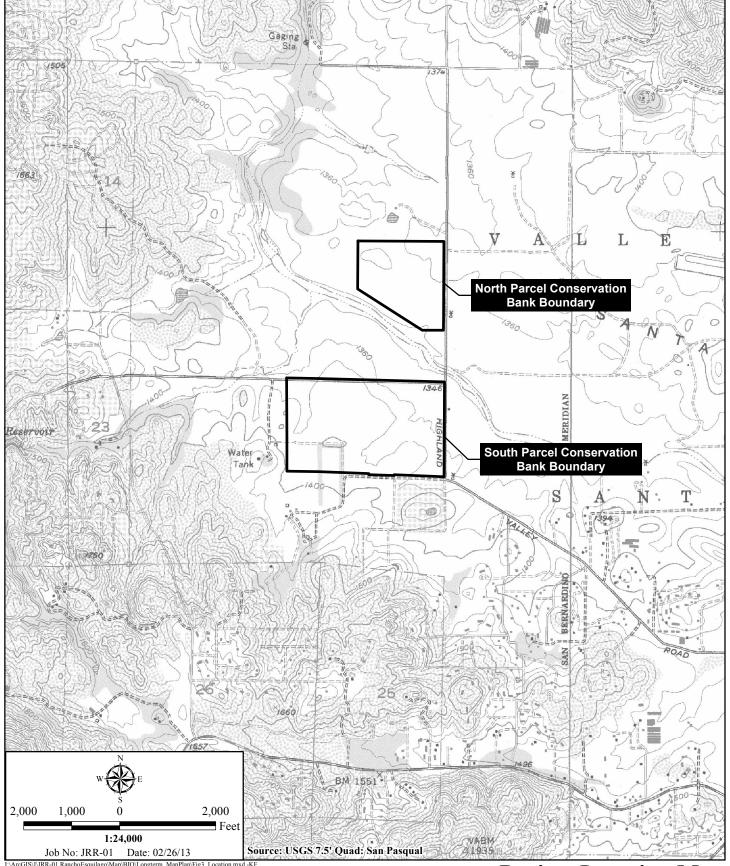
Regional Location Map





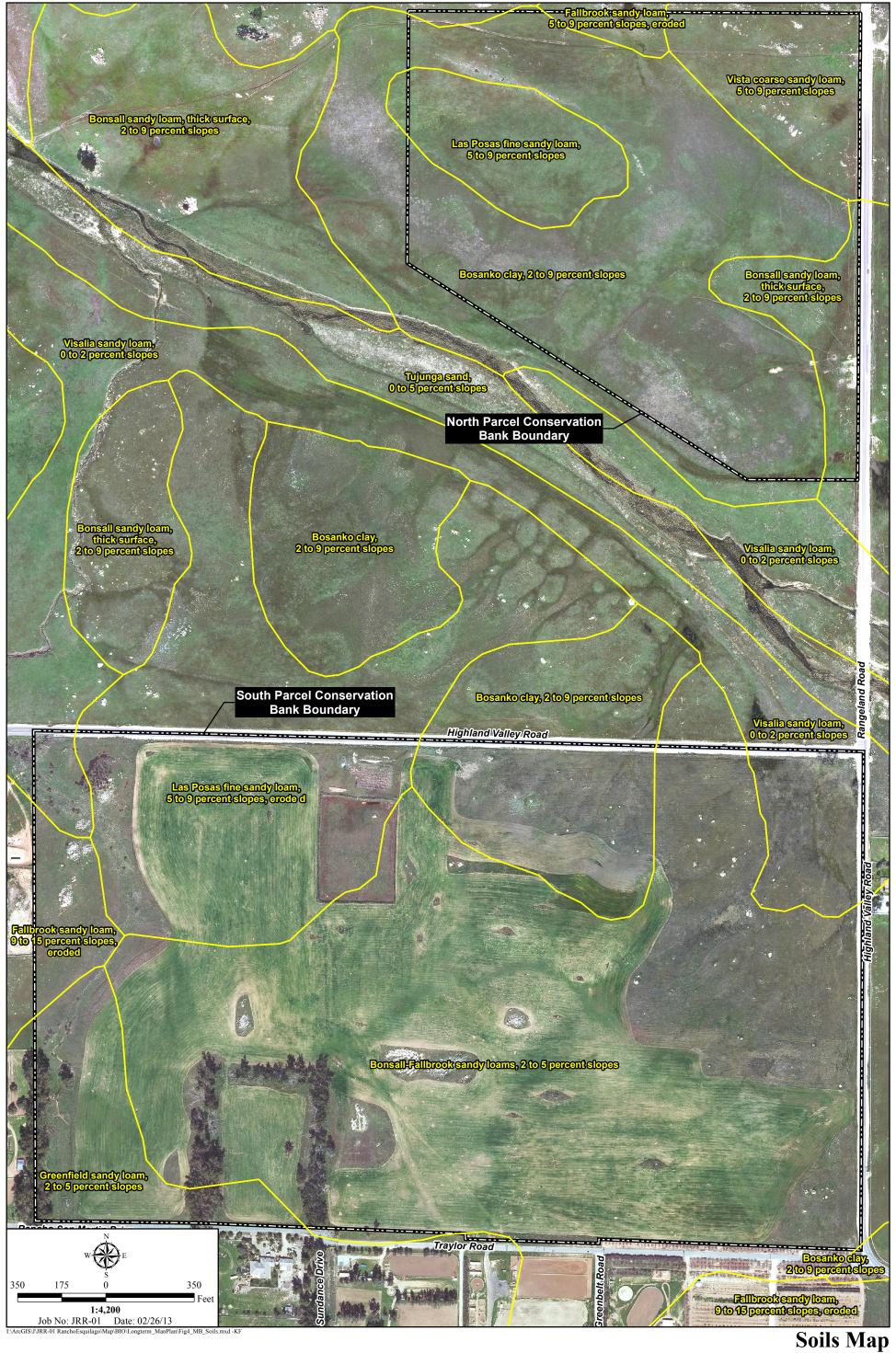
Regional Context/Land Ownership





Project Location Map





the North Parcel. The various sandy loams occur on the gently sloping hills in the northeast corner and west-central portions of the North Parcel and are the primary soil types on the South Parcel. The parcels also support numerous small to large rock outcrops.

The climate in San Diego County is generally mild and arid. Temperatures in Ramona are generally highest in August (mean high temperature is 91°F) and lowest in December (mean low temperature is 37°F). Average annual precipitation in Ramona is approximately 16.43 inches, with the highest average rainfall totals occurring in January, February, and March (3.40 inches, 3.42 inches, and 3.56 inches, respectively). The driest months are June, July, and August with approximately 0.08, 0.12, and 0.20 inch of rainfall per month, respectively (Weather.com 2008).

The site is located in the Ramona Hydrologic Subarea of the Santa Maria Valley Hydrologic Area, which is within the San Dieguito Hydrologic Unit/watershed. Overall site drainage is toward Santa Maria Creek, which flows northwesterly between the Bank parcels toward San Pasqual Valley. A small ephemeral stream occurs along the western portion of the South Parcel.

3.5 TRAILS

No trails are, or will be located within the Bank.

3.6 EASEMENTS OR RIGHTS

There are 8 easements issued to others which exist within or across the property (Figures 5a and 5b). The County of San Diego and the Ramona Municipal Water District have easements within 30 feet of the eastern boundary of the North Parcel along Rangeland Road. This area totals 1.12 acres. The County of San Diego has a 3.605 acre roadway easement along the northern and eastern boundary of the South Parcel for Highland Valley Road. Three small private road easements totaling 0.273 acre occur along the southern boundary of the South Parcel. A 0.009 acre easement for Pacific Bell occurs in the northeastern corner of the South Parcel. An open space easement for preservation of cultural resources totaling 1.416 acre occurs in the northwestern portion of the South Parcel. With the exception of the cultural resources open space easement, the total of all other easement areas have been removed from the Bank Credit accounting.

3.7 FIRE HISTORY

The rate of fires in San Diego County coastal shrublands generally increased over the last half of the 20th century. Over 600 fires have occurred in the foothills and mountains of San Diego County between 1910 and 1999, and several major fires in excess of 50,000 acres have occurred in recent years. The 2007 Witch Creek fire burned lands near the Bank but did not burn the Bank. The last known fire on the Bank was an unnamed fire in 1967 which burned both parcels.



4.0 BIOLOGICAL RESOURCES DESCRIPTION

4.1 VEGETATION COMMUNITIES

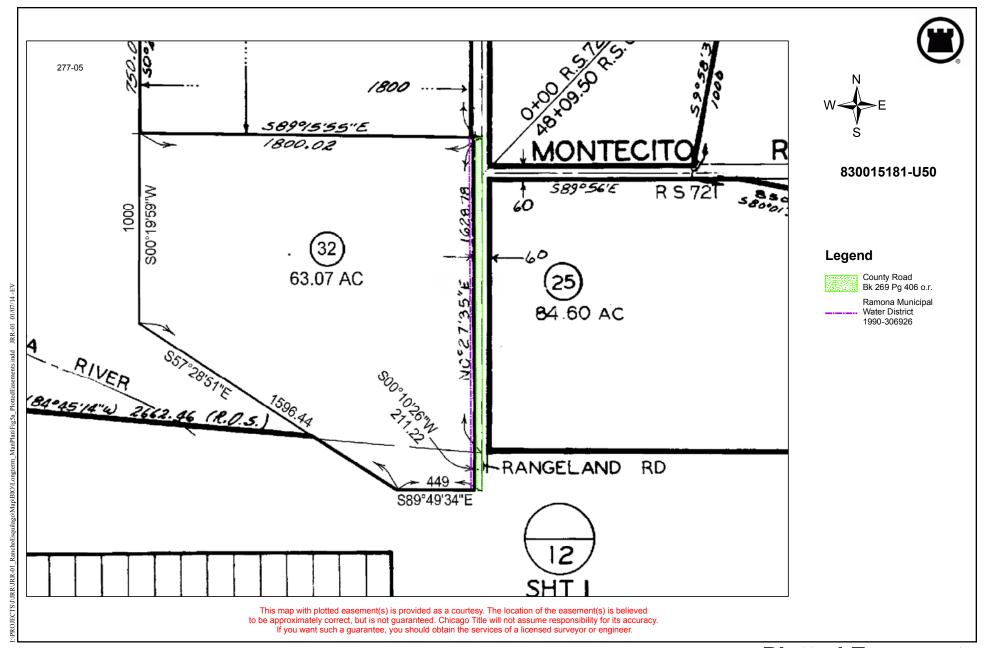
Eleven vegetation communities/habitats occur within the project site: Vernal pool, a basin with San Diego fairy shrimp, southern willow scrub, mule fat scrub, freshwater seep, disturbed wetland, Diegan coastal sage scrub (including disturbed), non-native grassland, eucalyptus woodland, and disturbed habitat (Figure 6a; Table 1). These vegetation communities are discussed below.

Table 1 EXISTING VEGETATION COMMUNITIES				
Vegetation Community/Habitat*	Acre(s)			
Vernal Pool	0.27			
Basin with fairy shrimp (no code)	0.32			
Southern willow scrub (63320)	0.29			
Mule fat scrub (63310)	0.09			
Freshwater seep (45400)	2.88			
Disturbed wetland (11200)	0.56			
Diegan coastal sage scrub (including disturbed; 32510)	0.73			
Non-native grassland (42200)	195.22			
Eucalyptus woodland (79100)	4.92			
Disturbed habitat (11300)	0.11			
TOTAL	205.39			

^{*}Vegetation categories and numerical codes are from Holland (1986) and Oberbauer (2008)

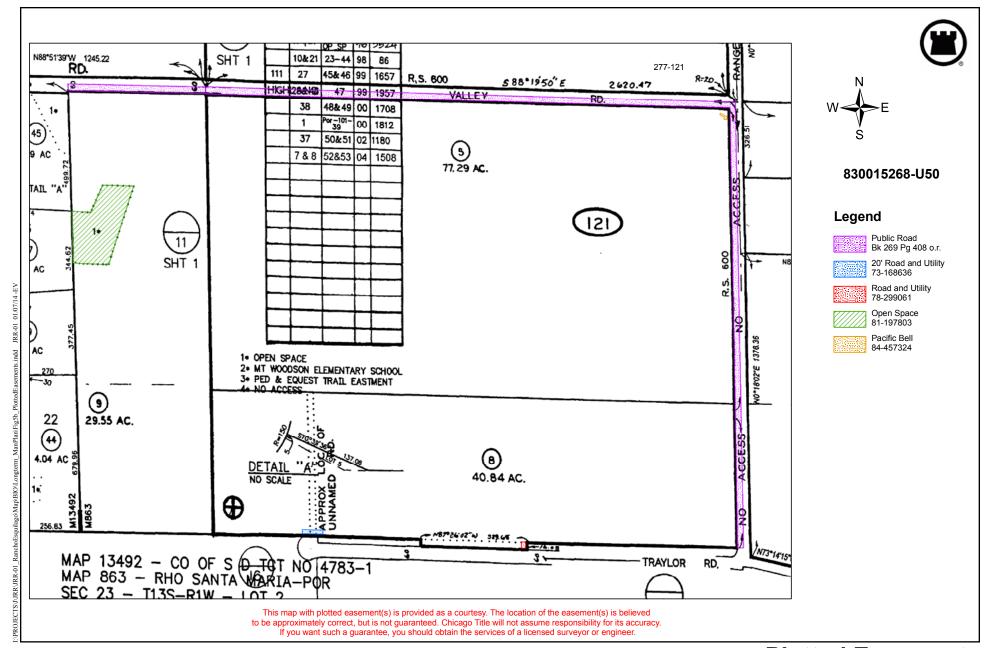
4.1.1 Vernal Pools

Vernal pools, a highly specialized habitat supporting a unique flora and fauna, are associated with two important physical conditions: a subsurface claypan or hardpan that inhibits the downward percolation of water and topography characterized by a series of low hummocks (mima mounds) and depressions (vernal pools). These two physical conditions allow water to collect in the depressions during the rainy season, which gradually evaporates. As water evaporates, a gradient of low soil water availability to high soil water availability is created from the periphery of the pool margins to the center of the pool. The chemical composition of the remaining pool water becomes more concentrated as water evaporates, creating a gradient of low ion concentration at the pool periphery to high ion concentration at the pool center. A temporal succession of plant species occurs at the receding pool margins, depending on physical and chemical microenvironmental pool characteristics. Vernal pools in a wet year will have a high proportion of native species endemic to this habitat. During these years, exotic ruderal species characteristic of non-native grasslands that occur on the surrounding mima mounds will not



Plotted Easements





Plotted Easements





Vegetation

invade these pools, as they are unable to tolerate the physiological conditions. In years of scarce rainfall insufficient to saturate the soil and create a surface pool, native endemic flora will not germinate, and the pool will be invaded by exotic species.

A total of 3 vernal pools were mapped on the North Parcel, representing approximately 0.27 acre. Vernal pool watersheds cover approximately 15.5 acres on site, which includes a portion of the watershed for an off-site vernal pool located between the North Parcel and Santa Maria Creek. The vernal pools were mapped by Mooney and Associates as part of the proposed Oak County Estates Property Draft Environmental Impact Report of November 2003 (Envira 2006).

The vernal pools on site support species such as woolly marbles (*Psilocarphus brevissimus*), grass poly (*Lythrum hyssopifolia*), water starwort (*Callitriche* sp.), adobe popcornflower (*Plagiobothrys acanthocarphus*), curly dock (*Rumex crispus*), water pygmyweed (*Crassula aquatica*), annual hairgrass (*Deschampsia danthonioides*), mariposa rush (*Juncus dubius*), spike-rush (*Eleocharis macrostachya*), and purslane speedwell (*Veronica peregrina*). Although vernal pools on site have been degraded by past agricultural activities and cattle grazing, they continue to support a variety of native plant species, in addition the federally listed endangered San Diego fairy shrimp. The following is a breakdown of each vernal pool on site.

Vernal Pool No. 1: This vernal pool is located in the north-central portion of the North Parcel and totals 0.10 acre in size and has a 5.49 acre watershed. Species present include woolly marbles (*Psilocarpus* breviissimus), toad rush (*Juncus bufonius*), grass poly (*Lythrum hyssopifolium*), curly dock (*Rumex crispus*), Italian ryegrass (*Lolium multiflorum*), rabbitfoot grass (*Polypogon monspeliensis*) and lowland cudweed (*Gnaphalium palustre*). This basin has been degraded by cattle grazing and will benefit from removal of cattle grazing during the wetted portion of the year.

Vernal Pool No. 2: This vernal pool is located in the central portion of the North Parcel and totals 0.05 acre in size and has a 4.15 acre watershed. Species present include woolly marbles, water pygmyweed (*Crassula aquatica*), toad rush, grass poly, curly dock, Italian ryegrass, rabbitfoot grass and lowland cudweed (*Gnaphalium palustre*). This basin has been degraded by cattle grazing and will benefit from removal of cattle grazing during the wetted portion of the year.

Vernal Pool No. 3: This vernal pool is located in the southeastern corner of the North Parcel and totals 0.12 acre in size and has a 0.71 acre watershed. Species present include woolly marbles, toad rush, grass poly, curly dock, Italian ryegrass, rabbitfoot grass and lowland cudweed (*Gnaphalium palustre*). This basin has been degraded by cattle grazing and will benefit from removal of cattle grazing during the wetted portion of the year.

4.1.2 Basin with San Diego Fairy Shrimp

Basins typically are ephemeral water-holding depressions that occur where soil has been compacted. The soil compaction allows water to pond readily, even in years of low rainfall when vernal pools typically remain dry. Basins are distinguished from vernal pools based on the



absence of vernal pool indicator plant species (Corps 1997). Such standing water has potential to support sensitive animal species such as San Diego and Riverside fairy shrimp. One detention basin on the South Parcel totals 0.32 acre and supports San Diego fairy shrimp. The basin has a 0.71-acre watershed. A previous owner constructed this basin for agricultural purposes, including 3-foot tall earthen berm surrounding the area. Plant species found within the basin during the 2010 fairy shrimp surveys include toad rush (*Juncus bufonius*), grass poly, curly dock, and lowland cudweed (*Gnaphalium palustre*). This basin held water for over 3 months during the 2009-2010 rainy season; had ponding depths of over 18 inches; and was used as a water source for cattle on site. No vernal pool indicator species were observed within the basin. Species present include toad rush, grass poly, curly dock, and lowland cudweed (*Gnaphalium palustre*).

4.1.3 Southern Willow Scrub

Southern willow scrub consists of dense, broadleaved, winter-deciduous stands of trees dominated by shrubby willows (*Salix* sp.) in association with mule fat (*Baccharis salicifolia*), and with scattered emergent cottonwood (*Populus fremontii*) and western sycamore (*Platanus racemosa*). This vegetation community occurs on loose, sandy or fine gravelly alluvium deposited near stream channels during flood flows. Frequent flooding maintains this early seral community, preventing succession to a riparian woodland or forest (Holland 1986). In the absence of periodic flooding, this early seral type would be succeeded by southern cottonwood or western sycamore riparian forest.

Approximately 0.29 acre of southern willow scrub occurs within the northwestern portion of the South Parcel along a small ephemeral drainage that traverses the South Parcel from south to north and supports arroyo willow (*Salix lasiolepis*; Figure 6a).

4.1.4 Mule Fat Scrub

Mule fat scrub is a depauperate, shrubby riparian scrub community dominated by mule fat interspersed with shrubby willows. This vegetation community occurs along intermittent stream channels with a coarse substrate and moderate depth to the water table. Mule fat scrub is maintained by frequent flooding, the absence of which would lead to riparian woodland or forest (Holland 1986).

On site, mule fat scrub is dominated by mule fat and arroyo willow. Approximately 0.09 acre of this vegetation community occurs along a small ephemeral drainage that traverses the South Parcel from south to north (Figure 6a).

4.1.5 <u>Freshwater Seep</u>

Freshwater seeps are composed of mostly perennial herbs, especially sedges and grasses, usually forming complete cover. This vegetation community is often low-growing but sometimes taller, growing throughout the year in areas with mild winters. Freshwater seeps are found scattered throughout most regions in California in areas with permanently moist soil, often in association with grasslands or meadows.



Dominant species in the freshwater seep on site include Mexican rush (*Juncus mexicanus*), basket rush (*J. textilis*), and iris-leaved rush. Approximately 2.89 acres of freshwater seep occurs within the northeast corner of the South Parcel (Figure 6a).

4.1.6 <u>Disturbed Wetland</u>

This vegetation community is dominated by exotic wetland species that invade areas that have been previously disturbed or undergone periodic disturbances. These non-natives become established more readily following natural or human-induced habitat disturbance than the native wetland flora.

On site, disturbed wetland supports grass poly, curly dock, and Mexican rush. Approximately 0.56 acre of this vegetation community occurs in the northeastern portion of the South Parcel (Figure 6a).

4.1.7 <u>Diegan Coastal Sage Scrub (including disturbed)</u>

Diegan coastal sage scrub is dominated by subshrubs with leaves that abscise during drought and are replaced by a lesser amount of smaller leaves. This adaptation of drought evasion allows these species to better withstand the prolonged drought period in the summer and fall in areas of low precipitation. Diegan coastal sage scrub may be dominated by a variety of species depending upon soil type, slope, and aspect. Typical species found within Diegan coastal sage scrub include California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), laurel sumac (*Malosma laurina*), and black sage (*Salvia mellifera*). Disturbed Diegan coastal sage scrub contains many of the same shrub species as undisturbed Diegan coastal sage scrub but is sparser and has a higher proportion of non-native annual species.

Species in this vegetation community on site include California sagebrush, California buckwheat, coyote brush (*Baccharis pilularis*), and fascicled tarplant (*Deinandra fasciculata*). Approximately 0.8 acre of Diegan coastal sage scrub (including disturbed) occurs on the South Parcel as an isolated patch of sage scrub within non-grassland that dominates the Bank (Figure 6a).

4.1.8 Non-native Grassland

Non-native grassland areas may have supported native grassland in the past, but have been overrun by exotic, introduced annuals. Areas recently used for dryland farming in the South Parcel have been allowed to revert to grassland habitat are included in this category. The South Parcel has been less heavily grazed than the North Parcel. The flora of non-native grasslands includes a dense to sparse cover of introduced grasses and often numerous species of showy-flowered, native, annual forbs (Holland 1986). Characteristic species of the non-native grassland within the North Parcel include oats (*Avena* spp.), red brome (*Bromus madritensis* ssp. *rubens*), ripgut (*Bromus diandrus*), rancher's fiddleneck (*Amsinckia menziesii*), shortpod mustard (*Hirschfeldia incana*), Bermuda grass (*Cynodon dactylon*), ryegrass (*Elymus* sp.), purple needlegrass (*Nassella pulchra*), and graceful tarplant (*Holocarpha virgata* ssp. *elongata*). Because the South Parcel has not been as heavily grazed, it supports a higher diversity of native



annuals, although it is anticipated that with better grazing management upon Bank establishment, the North Parcel will likely show an increase in native annuals. Approximately 197.43 acres of non-native grassland occur within the Bank.

4.1.9 Eucalyptus Woodland

Eucalyptus woodland is dominated by eucalyptus (*Eucalyptus* sp.), an introduced species that has often been planted purposely for wind blocking, ornamental, and hardwood production purposes. Most groves are monotypic with the most common species being either the blue gum (*Eucalyptus gunnii*) or red gum (*E. camaldulensis* ssp. *obtusa*). The understory within well-established groves is usually very sparse due to the closed canopy and allelopathic nature of the abundant leaf and bark litter. If sufficient moisture is available, this species becomes naturalized and is able to reproduce and expand its range. The sparse understory offers only limited wildlife habitat; however, as a wildlife habitat, these woodlands provide excellent nesting sites for a variety of raptors. Eucalyptus trees with active raptor nests are considered sensitive. Eucalyptus woodland covers approximately 5.0 acres in the southwestern and south-central portions of the South Parcel (Figure 6a).

4.1.10 <u>Disturbed Habitat</u>

Disturbed habitat includes land cleared of vegetation (e.g., dirt roads), land containing a preponderance of non-native plant species such as ornamentals or ruderal exotic species that take advantage of disturbance (previously cleared or abandoned landscaping), or land showing signs of past or present animal usage that removes any capability of providing viable habitat. Disturbed habitat totals approximately 0.1 acre on site (Figure 6a).

4.1.11 <u>Developed Land</u>

Developed land exists where permanent structures and/or pavement has been placed (preventing the growth of vegetation) or where landscaping is clearly tended and maintained. Within the project site, developed land consists of Highland Valley Road and Rangeland Road and covers approximately 2.5 acres of the site (Figure 6a). All of the developed portions of the property are not included in the Bank Credit accounting or management obligations for the land manager.

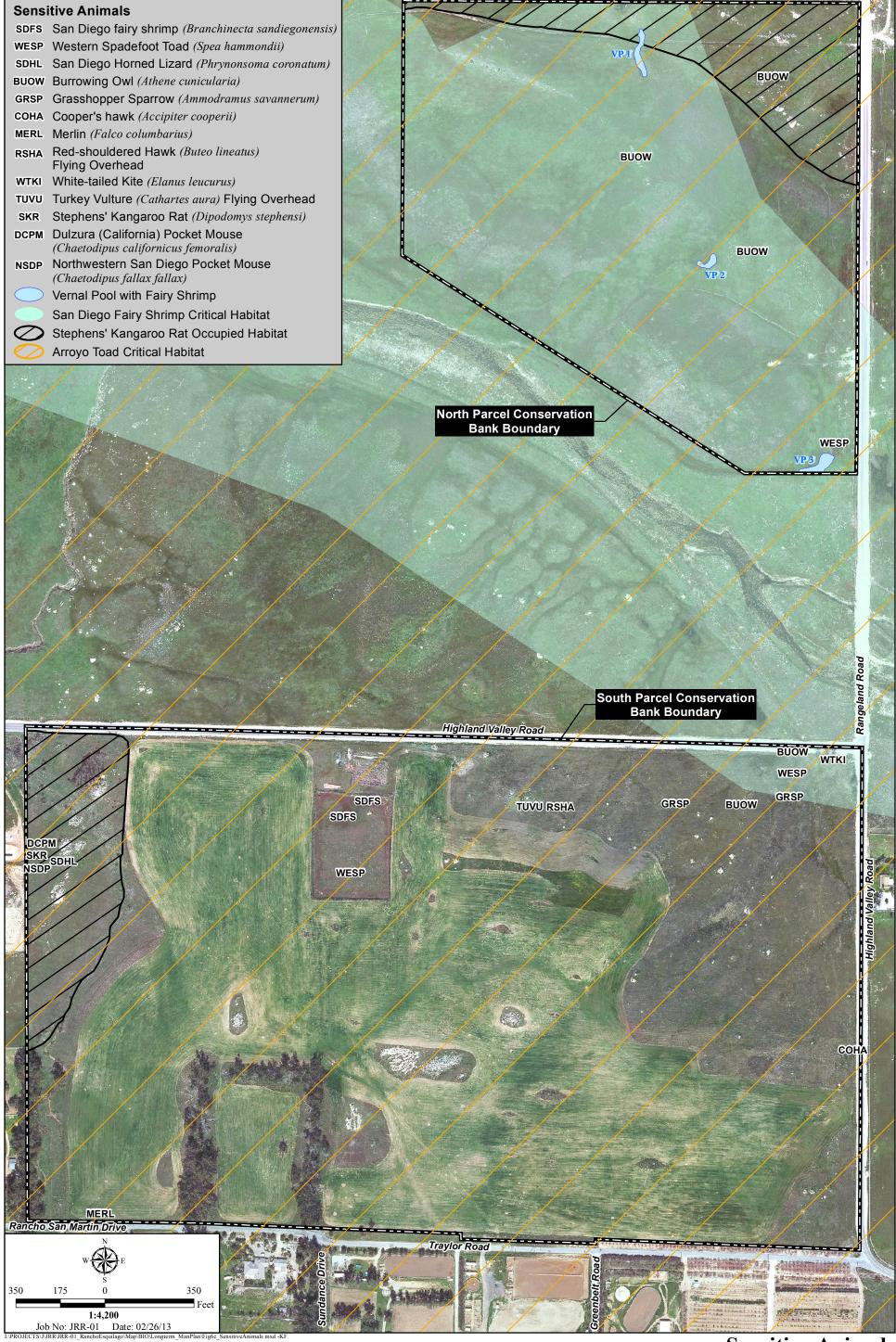
4.2 OVERALL BIOLOGICAL AND CONSERVATION VALUE

Conservation of the 210-acre Bank Property provides high-value connectivity to existing preserved habitat in Ramona, as well as preserving sensitive plant and animal species and vernal pool habitat. The Bank supports approximately 0.27 acre of vernal pool habitat and 197.4 acres of non-native grassland. Sensitive species documented within the parcel are noted on Figures 6b and 6c (see also Appendix B) and include southern tarplant (*Centromadia parryi ssp. australis*), graceful tarplant (*Holocarpha virgata* ssp. *elongata*), San Diego fairy shrimp, western spadefoot (*Spea hammondii*), San Diego horned lizard (*Phrynosoma coronatum*), White-tailed kite (*Elanus leucurus*), sharp-shinned hawk (*Accipiter striatus*), merlin (*Falco columbarius*), Cooper's hawk (*Accipiter cooperii*), ferruginous hawk (*Buteo regalis*), Red-shouldered hawk (*Buteo lineatus*), BUOW, San Diego horned lark (*Eremophila alpestris actia*), grasshopper sparrow





Sensitive Plants



Sensitive Animals

(Ammodramus savannarum), western bluebird (Sialia mexicana), turkey vulture (Cathartes aura), San Diego black-tailed jackrabbit (Lepus californicus bennettii), Dulzura (California) pocket mouse (Chaetodipus californicus femoralis), and Northwestern San Diego pocket mouse (Chaetodipus fallax). The parcel also has the potential to support numerous other sensitive species, including little mousetail (Myosurus minimus ssp. apus), and arroyo toad (Bufo californicus).

As previously discussed, the parcel is bounded by existing conserved lands to east and west, and by RMWD lands to the north. It is located in the Ramona grasslands which are a regionally important conservation area, supporting a variety of sensitive resources, including vernal pools and rare vernal pool species, Stephens' kangaroo rat (*Dipodomys stephensi*), wintering and breeding raptors, arroyo toad, riparian habitats, and grasslands. The Santa Maria Creek riparian corridor is a high habitat value area that supports species such as arroyo toad that also use adjacent upland habitats. Preservation of the Bank Property would conserve 210 acres of high habitat value land within the Ramona grasslands and adjacent to the Santa Maria Creek riparian corridor, as well as conserving habitat for numerous sensitive species documented on site.

5.0 MANAGEMENT ELEMENTS AND GOALS

5.1 BIOLOGICAL GOALS AND TASKS

One start-up task will be implemented by the Bank Sponsor.

1. Within 2 months of signing the CBEI, permanent signage will be posted every 500 feet along the entire boundary of the North and South Parcels, and at locations of any unauthorized trails entering the Bank and be maintained by the land manager. All signs will be corrosion-resistant (e.g., steel), measure at minimum 6 by 9 inches in size, be posted on a metal post at least 3 feet above ground level, and provide notice in both Spanish and English that the area is an ecological preserve with trespassing prohibited. The signs will state the following:

Sensitive Environmental Resources
Disturbance Beyond this Point is Restricted by Easement
Contact Information:
County of San Diego Department of Planning and Land Use
Ref. SPA04-006/TM5405RPL

As noted above, the purpose of this LTMP is to identify management goals and objectives for the existing grassland and associated species at the Bank consistent with the vision for the Bank, and to provide specific management tasks to meet those goals and objectives. In order to meet this overall purpose, this LTMP establishes the following goals with regard to biological resources:

Goal 1: Maintain the grassland onsite as open grassland to maximize its use as foraging and nesting habitat for grassland dependent species, including the BUOW.



- Goal 2: Maintain and enhance the existing 3 vernal pools and 1 basin on site to increase the native vegetative component and maintain or increase the San Diego fairy shrimp population on site.
- Goal 3: Maintain physical conditions of the Bank property for the benefit of biological resources through appropriate access controls, trash removal, fire management, and related measures.
- Goal 4: Plan and report on the LTMP implementation in a consistent and efficient manner.
- Goal 5: Coordinate/Integrate Management of Bank Lands with Adjacent Open Space Management.

Specific objectives for achieving each goal along with specific tasks needing to be implemented to meet these objectives is spelled out below.

5.2 GOAL 1: MAINTAIN THE GRASSLAND ONSITE AS OPEN GRASSLAND TO MAXIMIZE ITS USE AS FORAGING AND NESTING HABITAT FOR GRASSLAND DEPENDENT SPECIES, INCLUDING THE BUOW

Objective 5.2.1: The land manager will manage 195 acres of grassland vegetation such that the height is on average no greater than 6 inches across the Bank property.

Task 5.2.1.1: Maintain vegetation height at approximately 6 inches and reduce overall density by instituting a cattle grazing program

Cattle should be allowed to graze within grassland areas during most of the year, particularly during the fall months when native seed has set, and during the early winter months when non-native annual grasses typically start their new growth. Typically, this should occur between the months of November through March, although this will depend on rainfall and temperatures, as well as the number of cattle to be grazed in these areas.

Cattle should then be moved out of these areas during the later spring, when native species will be most active. Through this strategy, earlier germinating non-natives can be grazed out of these areas and by moving the cattle to other areas, native species can begin to become more dominant when competition is reduced. Grazing intensity will be assessed and adjusted as necessary by the land manager. The land manager will coordinate closely with SDHC to determine the most appropriate intensity on an annual basis. Increasing the grazing intensity through decreasing the number of acres per Animal Unit per Month (AUM) depending on growing conditions along with the timing of the grazing will reduce grass density and height in grassland areas, but these areas will need to be monitored to take into account seasonal irregularities and the possibility of unexpected vegetation growth patterns. Cattle grazing should start again after native seed has set, adjusting the number of cattle as needed as determined appropriate by the land manager. Native seed set within the grasslands is between May and June, and the filling of vernal pools depends on when the first rains occur during the fall season. Fencing around the 50-foot vernal pool buffer should be installed prior to these initial rains, but grazing may continue based on direction from the land manager. Management will involve grazing during this period and



maintaining it until grass height and cover levels are achieved and removing the cattle at the appropriate time of the season, while being flexible with the number of grazing animals inside the Bank.

The goal will be to maintain vegetation height at approximately 6 inches across the Bank. Patches of higher and lower vegetation will be allowed to provide some structural diversity. Grazing shall not be allowed to remove all vegetation such that large patches of bare ground/ are created. Maintaining vegetation at approximately 6 inches provides habitat for BUOW prey items while being low enough for the BUOW to forage.

Water for the cattle will be provided for the South Parcel via watering basin(s) located on the site at the direction of the land manager. Currently, water for the North Parcel is provided through access to the parcel immediately north of the parcel. If this at some point is no longer available, supplemental water will be provided for the North Parcel via watering basin(s) located on the site at the direction of the land manager.

- Task 5.2.1.2: Land manager will identify qualified cattle grazer(s), negotiate contract for cattle grazing, and provide contract oversight and management. Contract shall be in place no later than September 1 of each year.
- Task 5.2.1.3: Inspect and evaluate the vegetation height across the Bank properties monthly and adjust cattle grazing to meet grazing objectives.
- Task 5.2.1.4: Inspect the BUOW burrow complexes monthly on the site for potential damage from trampling by cattle. If burrow damage is occurring, provide protection of the burrow complexes through fencing or other appropriate measures.

Objective 5.2.2: The land manager will control highly invasive non-native plant species on an annual basis.

- Task 5.2.2.1: The land manager will monitor annually during late winter of each year to determine when the most appropriate time will be to initiate the weeding effort, and assess species to be targeted for eradication.
- Task 5.2.2.2: Non-native plant species found on-site considered to be highly invasive by the California Invasive Plant Council (Cal-IPC High and Moderate category species) shall be targeted for eradication within preserve boundaries. Artichoke thistle (*Cynara cardunculus*) is the only highly invasive species currently on site (Figure 7), although black mustard (*Brassica nigra*) and tocalote (*Centaurea melitensis*) also occur on site and will be targeted for eradication. Eradication may include removal by hand, weed whip, mowing or, if necessary, herbicides. The least toxic method that effectively removes the weeds should be used. Eradication of established invasives may require several herbicide applications per year for several years, and shall be conducted at the appropriate time of year for the targeted species based on that species' biology. A minimum of at least 2 weeding events shall occur annually during eradication to be effective.

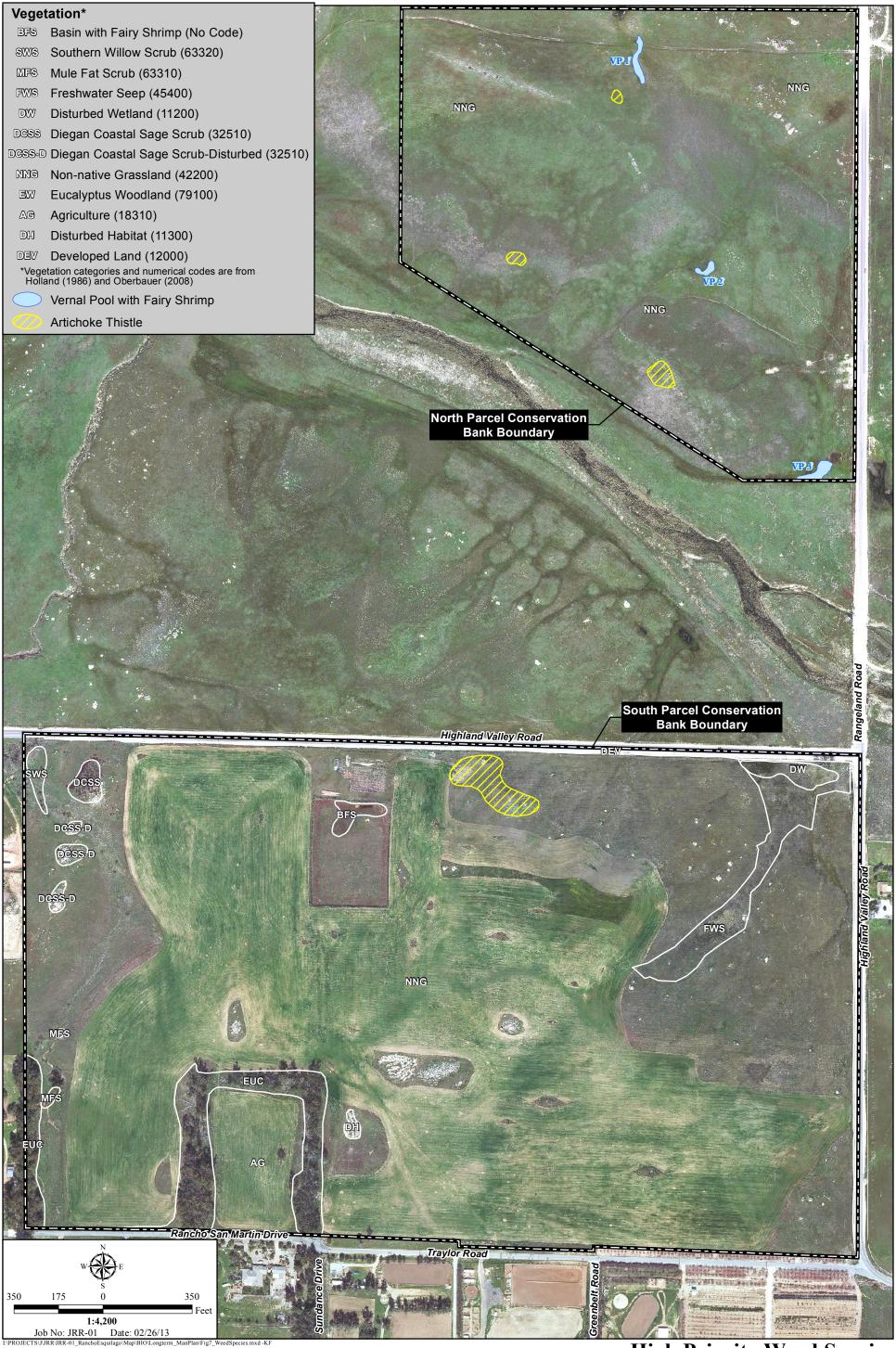


- Objective 5.2.3: The land manager will provide suitable nesting resources across the Bank property that includes at least 8 natural or artificial BUOW complexes on the South Parcel and 3 natural or artificial burrow complexes on the North Parcel.
- Task 5.2.3.1: Manage vegetation such that the height is no greater than 3 inches at, and within a 20-foot radius of all artificial BUOW complexes and at any other active/suitable BUOW burrow complexes (Figure 8) in order to maintain BUOW nesting areas. Vegetation within the 20-foot radius will be managed such that standing vegetative cover will not exceed approximately 15 % cover based on a visual estimate.
- Task 5.2.3.2: Evaluate burrow complexes annually. Install artificial complexes as necessary to assure there are always at least 8 natural or artificial BUOW complexes in the South Parcel and 3 natural or artificial BUOW complexes in the North Parcel to accommodate owls (unless the land manager determines the need for additional complexes above the 11 and has available funding to install and maintain additional complexes). If after 3 years the objective is not being met, artificial burrows will be installed. Funding shall be provided through the BUOW Burrow Fund.

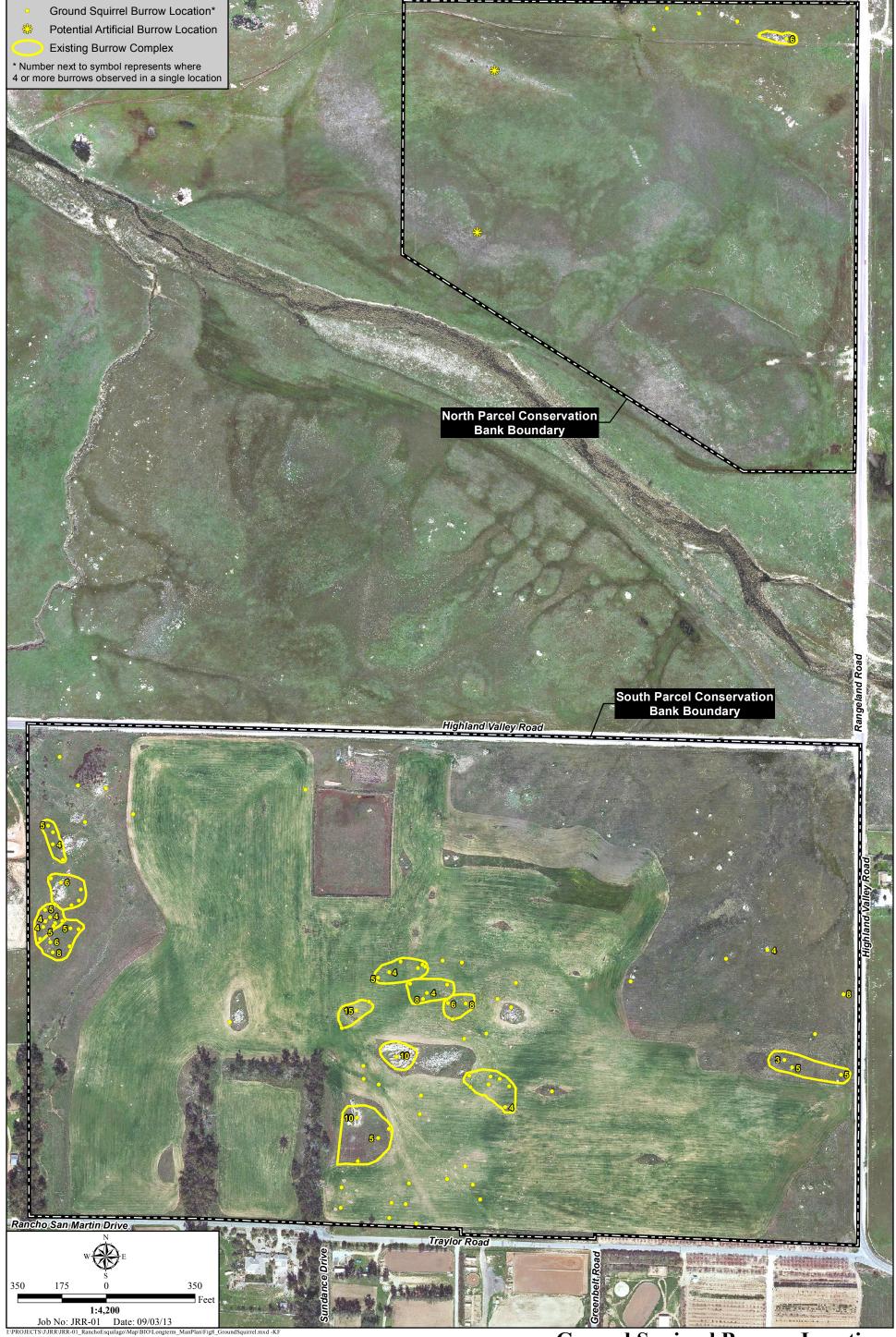
All artificial burrows will be constructed and installed per the methods described in Collins and Landry 1977 (or as otherwise approved by the Resource Agencies).

- Task 5.2.3.3: Annually, during the month of January, evaluate and conduct maintenance activities on all artificial BUOW burrows on the Bank property. Maintenance activities will include nest box repairs, cleaning out tunnels, and assuring adequate soil cover for all of the artificial BUOW burrows.
- Task 5.2.3.4: Update the burrowing owl complex map to identify the location of artificial burrows when they are installed.
- Task 5.2.3.5: The biologist will monitor annually during February of each year to determine BUOW usage of the burrowing complexes, and in July to assess BUOW breeding success.
- Task 5.2.3.6: If no BUOW complexes are occupied within 3 years initiate discussions with BUOW experts to identify feasible strategies to increase usage of the Bank site. Both the BUOW Burrow Fund and contingency funds may be used for this purposed if deemed appropriate by the land manager.
- 5.3 GOAL 2: MAINTAIN AND ENHANCE THE EXISTING 3 VERNAL POOLS AND 1 BASIN ON SITE TO INCREASE THE NATIVE VEGETATIVE COMPONENT AND MAINTAIN OR INCREASE THE SAN DIEGO FAIRY SHRIMP POPULATION ON SITE
- Objective 5.3.1: The land manager will exclude cattle grazing from the vernal pool basins, and a 50 foot buffer within their watersheds during the wetted portion of the year.
- Task 5.3.1.1: Install rounded wire exclusion fence around 3 vernal pools and the basin, and a second fence at the 50-foot buffer upon initiation of management activities.





High Priority Weed Species



Ground Squirrel Burrow Locations



Task 5.3.1.2: Open a portion of the fencing once the soil has dried sufficiently after the last rains to allow for cattle grazing of the 50 foot buffer, and close the fencing by October 1 or first significant rain of each year, whichever comes first.

Objective 5.3.2: The land manager will control non-native species within the vernal pools and basin.

- Task 5.3.2.1: The biologist will monitor annually during late winter of each year to determine when the most appropriate time will be to initiate the weeding effort of the vernal pools.
- Task 5.3.2.2: Non-native plant species will be removed from the vernal pool and basin by hand 2 times per year during the late winter and early spring. No use of herbicide shall be allowed.

Objective 5.3.3: Increase species diversity within each vernal pool and basin by seed collection and redistribution between vernal pools/basin

- Task 5.3.3.1: Native vernal pool plant species seed may be collected from on site pools/basin and redistributed to other vernal pools/basin within the Bank at the discretion of the land manager. The only exception shall be that no state or federally listed as threatened or endangered species seed shall be relocated without concurrence from the Resource Agencies.
- 5.4 GOAL 3: MAINTAIN PHYSICAL CONDITIONS OF THE BANK PROPERTY FOR THE BENEFIT OF BIOLOGICAL RESOURCES THROUGH APPROPRIATE ACCESS CONTROLS, TRASH REMOVAL, FIRE MANAGEMENT, AND RELATED MEASURES
- Objective 5.4.1: Land manager will control public access through the maintenance of signage, fencing, gates; cooperation with law enforcement; regular onsite presence; and frequent inspections
- Task 5.4.1.1: Inspect signs during monthly visits and repair or replace damaged missing signs within one month of identification of need.
- Task 5.4.1.2: Within three months of signing the CBEI, install perimeter fencing and gates of the entire Bank property (start up), where appropriate. If SDHC is the long-term manager, fencing along the western boundary of the North Parcel may be eliminated
- Task 5.4.1.3: Inspect fencing around the perimeter of the Bank at least monthly. Fencing will be repaired within one week of discovery. If SDHC is the long-term manager, fencing along the western boundary of the North Parcel may be eliminated. If this fence is eliminated, signage will continue to be maintained along this boundary.
- Task 5.4.1.4: Maintain a monthly presence at the Bank property and conduct inspections



The land manager shall coordinate on maintaining access control with adjacent homeowners to the south and west of the South Parcel, and with SDHC (only if the County is not the land manager for the Bank) and the RMWD.

The land manager will conduct general trash removal within the Bank during regular management site visits and any damage caused by vandalism will be repaired. Trash removal and vandalism repair will occur as needed during regular monthly site visits.

Removal of existing debris onsite is not proposed as these areas provide excellent habitat for ground squirrels.

Objective 5.4.2: Land manager will implement Fire Management Activities on the Bank Property in consultation with the appropriate fire agencies

Task 5.4.2.1: The land manager will coordinate fire management practices with the Ramona Fire District at least annually.

Task 5.4.2.2: Following fire events, the Bank will be assessed by the land manager to determine if there is an increase in highly invasive weed species. Additional weeding and/or seeding may be required at the discretion of the land manager.

Objective 5.4.3: Implement protective measures as outlined in the CE.

Task 5.4.3.1: The CE for the Bank is provided in Appendix C. The following activities will be specifically prohibited:

- Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other
 agricultural chemicals; weed abatement activities; incompatible fire protection activities;
 and any and all other activities and uses which may impair or interfere with the purposes
 of this Conservation Easement, except for except for the use of water for habitat
 restoration, and use of pesticides, biocides, herbicides or other agricultural chemicals for
 habitat management purposes as specifically provided in the Management Plan.
- Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for use in habitat restoration and management as specifically provided in the Management Plan.
- Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Management Plan.
- Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.
- Commercial, industrial, residential, or institutional uses.



- Any legal or de facto division, subdivision or partitioning of the Bank Property.
- Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind except for watering facilities for cattle used in vegetation management as specifically provided in the Management Plan.
- Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials.
- Planting, introduction or dispersal of non-native or exotic plant or animal species, except for cattle for vegetation management as specifically provided in the Management Plan.
- Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Bank Property, or granting or authorizing surface entry for any of these purposes.
- Altering the surface or general topography of the Bank Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Bank Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Management Plan, or as may be used for future habitat management and restoration activities.
- Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease and except for weed removal including eucalyptus trees as specifically provided in the Management Plan.
- Manipulating, impounding or altering any natural water course, body of water or water circulation on the Bank Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for potential future vernal pool creation/restoration efforts as specifically provided in the Management Plan.
- Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Bank Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Bank Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Bank Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Bank Property.



• Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Bank Property, or the use or activity in question.

5.5 GOAL 4: PLAN AND REPORT ON THE LTMP IMPLEMENTATION IN A CONSISTENT AND EFFICIENT MANNER

Objective 5.5.1: Land manager will submit an annual report and work plan to the Resource Agencies by November

- Task 5.5.1.1: Prepare and submit an annual report that summarizes management activities and monitoring results conducted during the year for each objective, an assessment of the success of those management tasks, and measures recommended for the coming year to achieve the objectives of the LTMP.
- Task 5.5.1.2: Prepare and submit an annual work plan that spells out the specific tasks that will be implemented in the coming year to achieve the recommendations outlined in the annual report. The work plan may be included in an appendix to the annual report.
- Task 5.5.1.3: Include in the annual report an accounting of funds used for management that year, a proposed budget for management in the coming year, and a summary statement of the status of the endowment fund.

Objective 5.5.2: Land manager will review and revise LTMP

- Task 5.5.2.1: Conduct a review of the LTMP goals, objectives, and tasks every 5 years and make the appropriate modifications.
- Task 5.5.2.2: Submit proposed LTMP modifications to the Resource Agencies for review and concurrence prior to finalizing changes.

5.6 GOAL 5: COORDINATE/INTEGRATE MANAGEMENT OF BANK LANDS WITH ADJACENT OPEN SPACE MANAGEMENT

- Objective 5.6.1: Land manager will coordinate grazing actions, fire management and public access controls with the County or other adjacent landowners.
- Task 5.6.1.1: Land manager will meet at least annually with adjacent property owners to coordinate grazing actions, fire management and public access control.

6.0 ADAPTIVE MANAGEMENT

Objective 6.1: Ensure that, through the monitoring and reporting process, results of management are evaluated and management is adjusted appropriately to meet the LTMP goals and the County of San Diego's commitment to the conservation goals of the MSCP.



The term adaptive management was adopted by Holling (1978) for natural resource management, who described adaptive management as an interactive process that not only reduces but also benefits from uncertainty. Adaptive management includes steps that may be involved in a long-term adaptive implementation program, including opportunistic learning, management, monitoring, and directing the results of analysis and assessment back into the program through decision makers. It is important that the LTMP incorporate the flexibility to change implementation strategies after initial start up. The LTMP is intended to be flexible enough to develop adaptive management strategies that will facilitate and improve the decision making process for operating the conservation program of the LTMP as well as provide for informative decision-making. The LTMP is also intended to be flexible enough to incorporate management and monitoring methods that may change over time that would be appropriate for the Preserve.

Adaptive management relies on monitoring efforts such as those outlined in Section 5 above to detect changes in species, habitats, and/or threats. Linking the monitoring program with adaptive management actions will inform the land manager of the status of target species, natural communities, and essential ecological processes, as well as the effectiveness of management actions in a manner that provides data to allow informed management actions and decisions. When change is detected, the land manager assesses the information and responds by initiating, modifying, or even ending a particular management strategy, if necessary. An important component of implementing the management measures described above will include evaluating data from monitoring activities to determine whether trends in threats are part of a natural cycle of fluctuation or are anthropogenic. If there is a substantial decline in native species compared to the baseline (e.g., greater presence of invasive non-native plants) or other apparent threats to habitat conditions are observed, remedial measures will be evaluated with the Resource Agencies and implemented on an as-needed basis. Adaptive management measures shall be limited to funds available for adaptive management as detailed in the PAR.

Tasks

- Continue to learn and modify management approaches by testing assumptions through purposeful scientific monitoring.
- Annually assess the need for each management strategy, and update this LTMP as appropriate to meet conservation goals.

7.0 RESOURCE MANAGEMENT PLAN SUMMARY AND BUDGET

7.1 OPERATIONS AND BUDGET SUMMARY

Tables 2 and 3 provide a summary of all management tasks described above and the frequency of each task. The budget for these tasks is provided in Appendix C.



Table 2 MANAGEMENT TASKS					
TASK	FREQUENCY				
Biological Resources Tasks					
Baseline Inventory	Completed				
Update Biological Mapping	Every 5 years				
BUOW Surveys	2 times per year				
Inspection of Grass Height	Monthly				
Inspect and maintain artificial burrows	Annually				
Inspect active BUOW burrows for trampling	Monthly				
Remove and replace vernal pool fencing	Annually				
Fairy Shrimp Surveys	Visual assessments annually				
Exotic Plant Control	As needed; anticipated 2 times per year				
Fire Management	As needed				
Operations, Maintenance, and Administration Tasks					
Monitoring Reports	Annually				
Coordinate with Adjacent Landowners	Annually				
Management Plan Review	Every 5 years				
Access Control	Monthly				
Trash Removal and Vandalism Repair	Monthly				



Task	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
5.2.1.1 Grazing ¹	X	X	X								X	X
5.2.1.2 Inspect grass height for BUOW suitability	X	X	X	X	X	X	X	X	X	X	X	X
5.2.2.3 Inspect burrows for trampling damage ¹	X	X	X								X	X
5.2.2.1 Monitor weed status ²	X											X
5.2.2.2 Weed ²		X	X	X	X							
5.2.3.1 Manage vegetation around active/suitable burrows ³	X	X	X	X	X	X	X	X	X	X	X	X
5.2.3.2 Assess BUOW complexes	X											
5.2.4.1 Assess site for BUOW usage		X					X					
5.3.1.2 Open and close vernal pool fence ²				X	X					X		
5.3.2.1 Monitor weed	X											X

Table 3

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status²

report

work plan

 $5.3.2.2 \text{ Weed}^2$

replace signage 5.5.1.2 Inspect and

repair fencing

5.5.1.1 Inspect and

5.5.15 Monthly presence

5.6.1.1 Submit annual

5.6.1.2 Submit annual

5.6.1.3 Submit annual

endowment summary

7.2 EXISTING STAFF AND ADDITIONAL PERSONNEL NEEDS SUMMARY

Staff and personnel needs will be provided in the final LTMP after a land manager is identified.

8.0 TRANSFER, REPLACEMENT, AMENDMENTS AND NOTICES

8.1 TRANSFER

The Bank Sponsor/Property Owner is responsible for implementing the Long-Term Management Plan (LTMP) for the bank property. The Bank Sponsor/Property Owner may contract with a



X

X

X

X

May be adjusted as needed by land manager

²Will vary based on rainfall

³Manage as directed by land manager

qualified third party to carry out the day-to-day tasks required by the LTMP. Should the Bank Sponsor/Property Owner elect to contract with a third party entity to carry out the management plan, a request in writing shall be made to the CBRT for approval, and shall require written concurrence from the CBRT.

8.2 REPLACEMENT

If the land manager fails to implement the tasks described in this LTMP and is notified of such failure in writing by the Bank Sponsor/Property Owner or any member of the CBRT, the land manager shall have 90 days to cure such failure. If failure is not cured within 90 days, the land manager may request a meeting with the CBRT to resolve the failure. Such meeting shall occur within 30 days or a longer period if approved by the CBRT. Based on the outcome of the meeting, or if no meeting is requested, the CBRT may require the Bank Sponsor/Property Owner designate a replacement land manager approved by the CBRT in writing. Such public or private land or resource management organization acceptable to and as directed by the CBRT may enter onto the Bank property in order to fulfill the purposes of this LTMP.

8.3 AMENDMENTS

Property Owner, any designated land manager, and the CBRT may meet and confer from time to time, upon the request of any one of them, to revise the LTMP to better meet management objectives and preserve the habitat and conservation values of the Bank property. Any proposed changes to the LTMP shall be discussed with the CBRT, Property Owner and the land manager. Any proposed changes will be designed with input from all parties. Amendments to the LTMP shall be approved by the Property Owner and CBRT in writing and shall be required management components implemented by the land manager.

If the CDFW or USFWS determine, in writing, that continued implementation of the LTMP would jeopardize the continued existence of a state or federally listed species, any written amendment to this LTMP, determined by either the CDFW or USFWS as necessary to avoid jeopardy, shall be a required management component and shall be implemented by the Property Owner.



8.4 NOTICES

Any notices reg	garding this LTMP shall be directed as follows
Land Manager	(name, address, telephone and Fax)
Property Owne	er (name, address, telephone and Fax)

CBRT, BEI Signatory Agencies:

U.S. Fish and Wildlife Service Carlsbad Field Office 2177 Salk Avenue, Suite 250 Carlsbad, CA 92008 Attn: Field Supervisor Telephone: (760) 431-9440

Fax:

California Department of Fish and Wildlife South Coast Region 3883 Ruffin Road San Diego, CA 92123 Attn: Regional Manager

Telephone: (858) 467-4201 Fax: (858) 467-4299

California Department of Fish and Wildlife Habitat Conservation Branch 1416 Ninth Street, 12th Floor Sacramento, CA 95814

Attn: Branch Chief

Telephone: 916-653-4875

Fax: 916-653-2588



9.0 LIST OF PREPARERS

The	follow	ing	indi	ividual	s contributed	to	the 1	nrer	paration	of	this	report.

Barry Jones*† B.A., Biology, Point Loma College, 1982

*Primary report author

†County-approved Biological Consultant



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Appendix A PROPERTY ANALYSIS REPORT

RAMONA GRASSLANDS BANK PROPERTY ANALYSIS RECORD



Prepared for: Judd RR Investments, LLC

Prepared by: San Diego Habitat Conservancy Contact: Don Scoles (619) 365-4839

January 7, 2014

PROPERTY ANALYSIS RECORD (PAR) for RAMONA GRASSLANDS BANK COUNTY OF SAN DIEGO

January 7, 2014

A Property Analysis Record (PAR) was prepared for the Ramona Grasslands Bank (Bank) property in accordance with the provisions in the December 5, 2013 PAR contract between San Diego Habitat Conservancy (SDHC) and Judd RR investments, LLC (Project Proponent). The purpose of the PAR is to identify the tasks and costs associated with the long-term management and maintenance of the Ramona Grasslands Bank conservation easement parcel, totaling approximately 205.39 acres. The Bank is comprised of two parcels located east of Rangeland Road, with one parcel north and one parcel south of Highland Valley Road in the unincorporated community of Ramona in the central portion of the County of San Diego. The site is intended to add to the existing Ramona Grasslands Preserve and the addition of the Bank will increase the Preserve to approximately 3,700 acres. The Bank parcels occupy lands within Section 30, Township 13 South, Range 1 West of 7.5-minute U.S. Geological Survey San Pasqual Quadrangle. Refer to Attachment A for a map of the Bank parcels.

This PAR includes Initial & Capital Tasks and Costs, as well as long-term Ongoing Tasks and Costs associated with managing the Bank in perpetuity. The costs were estimated utilizing an Excel spreadsheet adapted from PAR software and based on management experience. The complete PAR cost sheets are provided in Attachment B. SDHC staff conducted site visit of the Ramona Grassland Bank on November 13, 2013. The Habitat Manager (HM) assigned to this open space is Jim Rocks. Mr. Rocks meets the County of San Diego's requirements as a HM.

This PAR and the long-term management tasks included herein are based on the draft Long-term Management Plan (LTMP) for the Ramona Grassland Conservation Bank (Helix Environmental Planning, Inc., September 26, 2013). The Bank Sponsor (same as the Project Proponent listed above) will be responsible for implementing the management tasks outlined in the LTMP for the first three years once the Conservation Bank Enabling Instrument (CBEI) has been signed and full funding of the endowment. In case the approval of the CBEI occurs later than 2014, it is the intent of the Bank Sponsor to fund initial costs and at least 40 percent of the endowment in 2014.

The PAR has been organized into the following categories:

- Property Description and Background
- Initial & Capital Tasks and Costs
- Ongoing Tasks and Costs
- Financial Summary
- Additional Assumptions

PROPERTY DESCRIPTION AND BACKGROUND

Eleven vegetation communities/habitats occur within the project site: Vernal pool, and basin with San Diego fairy shrimp, southern willow scrub, mule fat scrub, freshwater seep, disturbed wetland, Diegan coastal sage scrub (including disturbed), non-native grassland, eucalyptus woodland, and disturbed habitat.

Conservation of the 205.39-acre Bank Property provides high-value connectivity to existing preserved habitat in Ramona, as well as preserving sensitive plant and animal species and vernal pool habitat. The Bank includes approximately 0.27 acre of vernal pool habitat and 197.4 acres of non-native grassland. A total of 17 sensitive species have been documented within the parcel and include southern tarplant (Centromadia parryi ssp. australis), graceful tarplant (Holocarpha virgata ssp. elongata), San Diego fairy shrimp, western spadefoot (Spea hammondii), San Diego horned lizard (Phrynosoma coronatum), white-tailed kite (Elanus leucurus), sharp-shinned hawk (Accipiter striatus), merlin (Falco columbarius), Cooper's hawk (Accipiter cooperii), ferruginous hawk (Buteo regalis), red-shouldered hawk (Buteo lineatus), burrowing owl (BUOW) (Athene cunicularia), San Diego horned lark (*Eremophila alpestris actia*), grasshopper sparrow (*Ammodramus savannarum*), western bluebird (Sialia mexicana), turkey vulture (Cathartes aura), San Diego black-tailed jackrabbit (Lepus californicus bennettii), Dulzura (California) pocket mouse (Chaetodipus californicus femoralis), and northwestern San Diego pocket mouse (Chaetodipus fallax fallax). The parcel also has the potential to support numerous other sensitive species, including little mousetail (Myosurus minimus ssp. apus), and arroyo toad (Bufo californicus).

The site has been used primarily for grazing cattle, dryland farming, and other agricultural practices (disking and irrigation). The Bank Sponsor has recently discontinued the dryland farming operation and disking on the South Parcel. Grazing currently occurs onsite and will continue to be an integral part of long-term management of the Bank. There are no existing structures on site. Surrounding land uses include RMWD sewage treatment ponds and open space to the north, and existing conserved lands to the east and west, and large lot development to the south and southwest.

Per the Conservation Bank Enabling Instrument (CBEI), the Bank Sponsor will manage the Bank after signing the CBEI and for three years after funding of the endowment. After the three-year period, SDHC will commence long-term management of the Bank. It is envisioned that the San Dieguito Joint Powers Authority will be the easement holder and SDHC will take fee title to the Bank by the time SDHC starts management.

INITIAL & CAPITAL TASKS AND COSTS

\$31,401.99

The task and cost breakdown is provided in Attachment B, Section 8.

Assumptions for Initial & Capital Tasks and Costs

The Initial and Capital Costs above is for the first year of land stewardship activities as outlined in the LTMP and includes regular annual tasks noted below and under Annual On-Going Tasks. The Bank Sponsor/Project Proponent will manage the site for three years following funding of the endowment and implement initial tasks as outlined in the LTMP. The following tasks will need to be implemented by SDHC in their first year of management of the Bank.

1. Property Inspection. Property inspection of the preserve will occur after the Operating Agreement is executed, Total Costs (including initial and Capital Costs, Burrowing Owl Fund, the Endowment, and Emergency and Legal Fund) are funded, and all other obligations by the Project Proponent are met pursuant to the Operating Agreement. The inspection is anticipated to occur in 2017. The condition of the property will meet the requirements described in the LTMP. The SDHC Executive Director and the HM shall inspect the property to ensure the condition of the property meets the LTMP requirements, with

particular attention paid to the status of the site relative to trash and debris, quality of habitat, conditions of the BUOW complex and vernal pools, and fencing and signage. SDHC will meet on-site with the Project Proponent to verify the status of the site and each will sign an aerial photograph confirming the condition of the easements. The Project Proponent shall provide a current aerial photo (scale of 1"=400") of the site for this meeting.

- 2. Baseline Documentation. The HM shall map the habitat types and quantities within the Bank when SDHC commences stewardship, pursuant to Task # 1 above. Mapping will be done in digital format (GIS) and habitat types will be documented in tabular format as well. Mapping will include locations of any sensitive plant or animal species. Existing vegetation mapping and sensitive species locations provided by the Project Proponent will be used as a guide to focus the survey and species identification. An aerial photograph will be used for ground-truthing the vegetation and resources present. Photo points will be established based on topography, access, and visibility from the location and selected to capture large areas of contiguous habitat to allow for monitoring of visual changes in habitat quality and quantity. Each photo site will be located via GPS and mapped on the aerial photo. Baseline documentation will be performed in the springtime (April, May and/or early June) to conduct the survey at the most opportune time to observe sensitive plant species. Observed species within each habitat type shall be documented by producing a list of all species observed directly or indirectly. In addition, the baseline mapping and documentation will include identification of any items in conflict with the purpose and goals of the LTMP (e.g., trash or debris, invasive plant and animal species, human intrusion, etc.). Assumes Project Proponent's consultant, HELIX Environmental Planning, Inc., will provide all digital map files and previous biological reports for the parcel.
- 3. <u>Database Management.</u> File set up in SDHC file management system, including hard file, electronic files and GIS mapping.
- 4. <u>Start-Up Costs.</u> Operations costs associated with start-up, endowment processing, and accounting file setup.
- 5. Contingency of 12%.
- 6. Administrative cost of 16% for staff and 10% for subcontractors and supplies.

ANNUAL ON-GOING TASKS AND COSTS

\$33,984.81

The task and cost breakdown is provided in Attachment B, Section 9.

Assumptions for Ongoing Tasks and Costs

1. Monitoring and Patrols. Monthly monitoring visits or site assessments will be performed monthly to observe natural conditions and identify potential conflicts to the Bank goals. Monthly visits shall focus on the flora and fauna; condition of signage, fencing, and gates; illegal/unauthorized activities, dumping, human intrusion, formation of trails, and increase in invasive species. Monthly visits will be documented by keeping a log report and will include information relative to the Bank. The monthly log reports shall be appended to the annual report. Some patrols may be performed by someone other than the HM, but this person will have been adequately trained by the HM in the issues that may affect the Bank.

- 2. Exotic Species Control. The land manager will monitor annually during late winter of each year to determine when the most appropriate time will be to initiate the weeding effort, and assess species to be targeted for eradication. Non-native plant species found on-site considered to be highly invasive by the California Invasive Plant Council (Cal-IPC High and Moderate category species; Appendix A-4) shall be targeted for eradication within preserve boundaries. Artichoke thistle (Cynara cardunculus) is the only highly invasive species currently on site, although black mustard (Brassica nigra) and tocalote (Centaurea melitensis) also occur on site and will be targeted for eradication. Eradication may include removal by hand, weed whip, mowing or, if necessary, herbicides. The least toxic method that effectively removes the weeds should be used. Eradication of established invasives may require several herbicide applications per year for several years, and shall be conducted at the appropriate time of year for the targeted species based on that species' biology. Two separate weeding events are assumed annually performed by a crew of four field technicians overseen by a foreman and directed by the HM.
- 3. Adaptive Management. While adaptive management will occur as necessary, the HM shall specifically examine the relationship between vegetation variables and habitat quality to determine if a change in management of the Bank is warranted. As noted in the List of Assumptions, adaptive management will be achieved within the confines of the contingency/adaptive management funds' projected annual return as budgeted in the PAR.
- 4. <u>Monitoring Log Reports</u>. The HM shall document all field visits. Monthly monitoring visits will be documented in monitoring log reports. All reports shall be appended to the annual report.
- 5. Burrowing Owl Complexes. The Proponent will fund a Burrowing Owl Fund of \$15,000 at the start of Bank management by the Proponent (and shown as a separate line item below under Financial Summary). The fund is to be used specifically for the creation and enhancement of BUOW nesting resources within the Bank and exhausted for this purpose. It is an objective of the LTMP that there be at least 8 natural or artificial BUOW burrow complexes on the South Parcel and 3 natural or artificial burrow complexes on the North Parcel. If after the first three years of management by the Proponent these objectives are not met, artificial burrows will be installed using the fund. If any of the fund remains when SDHC starts long-term management of the Bank, the remainder will be spent over time on BUOW habitat enhancement at the direction of the HM. Regular annual management of BUOW habitat will include managing vegetation height and cover, evaluating the burrow complexes annually, conduct maintenance of artificial burrows, mapping of the BUOW complexes, and monitoring as described in the LTMP.
- 6. Vernal Pool Management. The HM will direct fencing and weeding activities to meet the goals and objective for the enhancement of vernal pools as outlined in the LTMP. That is, vernal pool exclusion fencing will be put in place at the appropriate time to exclude grazing in the vernal pools and their 50-foot buffer during the wetted portion of the year. See Tasks 9 and 10 below for grazing and fencing as they relate to the vernal pools. Weeding of the vernal pools will be directed by the HM and all weeding shall be done by hand. No herbicide use will be allowed within the vernal pool and basin areas. Native vernal pool plant species seed may be collected from on site pools/basin and redistributed to other vernal pools/basin within the Bank at the discretion of the land manager. The only exception shall

be that no state or federally listed as threatened or endangered species seed shall be relocated without concurrence from the Resource Agencies.

- 7. Annual Report. The HM shall prepare an annual report will be prepared at the end of each calendar year summarizing that year's management and monitoring activities and the workplan for the upcoming year. The summary will cover methods employed, evaluate how management objectives were met, identify new management issues and recommendations to address the new issues, and discuss the success or failure of management approaches based on monitoring. The report shall include a summary of the overall condition of vegetation communities and sensitive species in the Bank, assess any changes from the baseline or from the previous year's conditions, assess how each specific management objective is being met. and address any monitoring and management limitations. Updated vegetation and sensitive species mapping will be included. All adaptive management (changes) resulting from previous monitoring results and methods for measuring the success for such adaptive management will be discussed. The annual report will also include an accounting of funds used for management that year, a proposed budget for management in the coming year, and a summary statement of the status of the endowment fund. The Annual Report will be submitted to the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW).
- 8. Long-term Management Plan Update. The LTMP will be reviewed and updated as appropriate every 5 years to meet the Bank conservation goals and submitted to USFWS and CDFW for review and concurrence. Adaptive management strategies will be included in the LTMP updates. Costs for implementing adaptive management measures shall be limited to contingency funds.
- 9. General Coordination and Grazing. SDHC will coordinate with adjacent open space managers, neighbors, law enforcement, fire district, and the County regarding objectives and tasks to meet the goals and objectives of the LTMP. Cattle grazing has historically occurred and currently occurs onsite and throughout the Ramona Grassland Preserve as a management tool. It is assumed that grazing will continue in perpetuity on a collective basis throughout the Preserve. The HM, in consultation with grazer and the County, will determine the appropriate time and intensity of grazing to effectively meet the objectives outlined in the LTMP.
- 10. Fencing and Gates. The perimeter of the Bank has been fenced and gated by the Project Proponent. At the time SDHC commences long-term habitat management the fencing and gates shall be in good working condition. Perimeter GPS data points shall be provided to SDHC. SDHC will maintain the 4-strand, barbed-wire fence and two gates in perpetuity and they are assumed to be replaced approximately every 40 years. When the Project Proponent starts their 3-year management period, they will install similar fencing around the 50-foot vernal pool buffer prior to the first rains of the fall season. It is envisioned that the vernal pool fencing will remain in place, with a removable section that will allow grazing within the fence during the dry periods of the year. It is assumed the vernal pool fencing will be replaced every 40 years. Closing and opening the vernal pool fencing to control grazing will be at the direction of the HM.
- 11. <u>Signage</u>. Signage will be installed by the project proponent within two months of establishing the Bank. A total of approximately 35 signs shall be installed about every 500

feet along the perimeter of the Bank parcels and at likely access points. SDHC will perform maintenance and replacement of the signs when necessary and signs are estimated to be replaced an average of once every 7 years. The signs will be metal (likely aluminum), a minimum of 6 inches by 9 inches and located at least 3 feet above the ground. The signs will provide notice in both Spanish and English that the area is an ecological preserve with trespassing prohibited. The signs will initially state the following:

Sensitive Environmental Resources
Disturbance Beyond this Point is Restricted by Easement
Contact Information:
County of San Diego Department of Planning and Land Use
Ref. SPA04-006/TM5405RPL

Once SDHC takes over long-term management of the site, replacement signage may include SDHC contact information.

- 12. Contingency of 12%.
- 13. Administrative cost of 16% for staff and 10% for subcontractors and supplies.

FINANCIAL SUMMARY (Refer also to Attachment B, Section 10)

Initial Financial Requirements*	\$	31,401.99
Burrowing Owl Enhancement Fund	- 50	15,000.00
Annual Ongoing Financial Requirements – \$33,984.81		
Endowment to Provide Income of \$33,984.81**		799,642.56
Emergency and Legal Defense Fund (4% of Endowment)		31,985.70

Total Contribution \$ 878,030.26

- * Includes the first year Initial and Capital and assumes the endowment will be funded in 2014.
- ** Assumes a 4.25 % capitalization rate and the Endowment will be held by The San Diego Foundation.

ADDITIONAL ASSUMPTIONS

- 14. The PAR cost estimate is good for a period of six months.
- 15. This PAR assumes SDHC will take the property in fee title and the San Dieguito Joint Powers Authority will be the Grantee of the Conservation Easement. All costs associated with preparation of the Conservation Easement and Operating Agreement shall be borne by the Project Proponent under separate contract.
- 16. There will be one Endowment; funded at one time. This PAR assumes that at least 40% of the endowment, along with the Initial Financial Requirements and Emergency and Legal Fund will be funded in 2014.
- 17. The LTMP states that disbursement of funds annually is contingent on "review of the annual work plan and written approval within 30 days of receipt of the annual work plan to the

Fund Manager for release of management funds the following year." A work plan for the following year will be included in the annual report to briefly describe the anticipated items and costs of the next year's management activities. The San Diego Foundation will hold the Endowment and regular disbursements (annual or semiannual) will occur according to their standard agreement and not dependant on resource agency review and approval so as not to delay funding of the next year's management duties.

- 18. Assumes natural recovery will be the primary source of revegetation in the event of a wildfire, flood event or natural earth movement. Contingency funds will be used for localized revegetation to the extent available.
- 19. No community outreach is included in this estimate. However, SDHC feels that outreach and education is an important part of management to instill a sense of stewardship in those who are neighbors of the Bank. If there is unused time budgeted for general coordination, it will be used the following year for outreach and education purposes.
- 20. No trails are located or proposed within the Bank.
- 21. All water for cattle will be the responsibility of the grazer.
- 22. The Project Proponent shall guarantee physical and legal access to the Bank. Access points shall be verified by SDHC prior to execution of the Operating Agreement.
- 23. This PAR estimate does not include the costs associated with SDHC and SDHC General Counsel review of legal documents, including but not limited to: Conservation Easements, Title Reports, Operating Agreements, Real Property Transfer Agreements, Access Agreements, or Deeds. Review and comment on applicable documents will be performed under a separate contract prior to SDHC taking responsibility for long-term habitat management. SDHC will require a minimum of four weeks between finalization Operating Agreement and Conservation Easement Deed(s) before execution to allow time for Board review and vote.
- 24. Minimal erosion control is anticipated. Natural recovery is assumed for impacts to habitat due to flooding. Localized soil stabilization and revegetation will be implemented with contingency funds when necessary and to the extent they are available.
- 25. SDHC is not responsible for any alteration by easement holders for easements that are within the Bank. Repair of alteration of the easement will be the responsibility of the easement holder.
- 26. All digital files of site surveys, reports (CBEI, BTR, LTMP) and mapping, including digitized topographic maps, digitized vegetation maps, and aerial photographs (e.g. from the HELIX Environmental Planning, Inc. LTMP) shall be provided to SDHC prior to the start of habitat management.
- 27. Project Proponent shall supply a current aerial photo covering the Bank parcel prior to initial site inspection.

- 28. Adaptive Management is anticipated over the life of the stewardship and the LTMP is expected to evolve and be updated as site conditions warrant. However, changes to the scope of annual stewardship as a result of adaptive management are limited to the projected annual returns of the endowment and contingency in the annual budget.
- 29. SDHC will document any newly identified species within the Bank and will map and document any future-listed MSCP-covered species. However, focused or protocol surveys for as-yet unidentified listed species will be limited to the availability of contingency/adaptive management funds.

ATTACHMENT A BANK MAP



Vegetation

ATTACHMENT B PAR WORKSHEETS

LAST UPDATED: 1/7/14 Year One, Initial and Capital Tasks and Costs PROPERTY: Ramona Grasslands Bank

%	A%	TASK	ITEM	TITLE	#	TINO	COST (Item)	COST (Title)	COST/UNIT	UNIT	BASE COST	8	CONT	ADMIN	AN	ANNUAL COST	YRS	TOT	TOTAL COST
		Initial Property Inspection	uc														W		
12%	16%	Site Visit/Inspection		Executive Director	4	Hour(s)	0	\$ 99.00	₩.	99.00	\$ 396.00	S	47.52	\$ 63.36	\$	506.88	7	v	506.88
12%	16%	Site Visit/Inspection		Habitat Manager	9	Hour(s)	0	\$ 83.00	ss	83.00	\$ 498.00	v,	59.76	\$ 79.68	\$	637.44	Н	<∧	637.44
12%	16%	Database Start- up/Management		Habitat Manager	9	Hour(s)	0	\$ 83.00	<>	83.00	\$ 498.00	v,	59.76	\$ 79.68	٠ 8	637.44	-1	⋄	637.44
12%	16%	Document Preparation 16% & Review		Habitat Manager	16	Hour(s)	0	\$ 83.00	\$	83.00	\$ 1,328.00	\$	159.36	\$ 212.48	\$	1,699.84	+	s,	1,699.84
12%	16%	Project Start-Up Preparation		Executive Director	4	Hour(s)	0	\$ 99.00	vs.	00.66	\$ 396.00	·s	47.52	\$ 63.36	\$ 99	506.88		٠,	506.88
															S	SUBTOTAL		\$	3,988.48
		Initial Biotic Surveys											PWG						
12%		16% Baseline Documentation		Habitat Manager	9	Hour(s)	0	\$ 83.00	\$	83.00 \$	\$ 498.00	s	59.76	\$ 79.68	٠ 8	637.44	+	s	637.44
12%		10% GIS Mapping		GIS Contractor	2	Hour(s)	0	\$ 124.00	<>	124.00	\$ 248.00	\$	29.76	\$ 24.80	\$ 00	302.56	н	\$	302.56
															S	SUBTOTAL		\$	940.00
1		Habitat/Site Maintenance	eo																
12%		16% Invasive_Control	Weeding - Hand Removal	Field Technician	64	Hour(s)		\$ 35.00	\$	35.00	\$ 2,240.00	v	268.80	\$ 358.40	\$ 01	2,867.20	1	\$	2,867.20
12%		10% Invasive_Control	Herbicide Concentrate (270)		m	Gallon(s)	\$ 150.00	0	\$	150.00	\$ 450.00	₩.	54.00	\$ 45.00	\$ 00	549.00	H	<>	549.00
12%		16% Monthly Patrol		Habitat Manager	80	Hour(s)		\$ 83.00	S		\$ 6,640.00	· v	796.80	\$ 1,062.40	\$ 01	8,499.20	1	\$	8,499.20
12%		16% Monthly Patrol		Field Supervisor	20	Hour(s)		\$ 65.00	s	65.00	\$ 1,300.00	₩.	156.00	\$ 208.00	\$ 00	1,664.00	1	S	1,664.00
12%	2000	16% Monthly Patrol		Assistant Program Coordinator	20	Hour(s)		\$ 65.00	ν,	65.00	\$ 1,300.00	v	156.00	\$ 208.00	\$ 00	1,664.00	1	\$	1,664.00
12%		10% Trash_Removal	Dump Fee - Organic Debris		н	Fee	\$ 150.00	0	\$	150.00	\$ 150.00	v,	18.00	\$ 15.00	\$ 00	183.00	1	₩.	183.00
12%	10%	10% Trash_Removal	Trash Bags		1	Fee	\$ 24.00	0	S	24.00	\$ 24.00	S	2.88	\$ 2.40	-	29.28	Н	₩.	29.28
12%	10%	10% Trash_Removal	Burlap Bags		1	Fee	\$ 27.00	0	\$	27.00	\$ 27.00	Ş	3.24	\$ 2.70	\$ 0.	32.94	1	\$	32.94
															S	SUBTOTAL		\$	15,488.62
		Reporting		SIIS											-				
12%	16%			Habitat Manager	18	Hour(s)	0	\$ 83.00	s	83.00	\$ 1,494.00	φ.	179.28	\$ 239.04	\$	1,912.32	1	s	1,912.32
12%	16%			Executive	4	Hour(s)	0	\$ 99.00	\$	99.00	\$ 396.00	₩.	47.52	\$ 63.36	\$ 99	506.88	1	\$	506.88
12%	10%	Database Management 10% Set-up		GIS Contractor	31.5	Hour(s)	0		5	_		-		\$ 24.80		302.56	1	٠,	302.56
							070)	-		-	4		-		1		

Year One, Initial and Capital Tasks and Costs PROPERTY: Ramona Grasslands Bank

LAST UPDATED: 1/7/14

12% 1		Aerial Photo			Item(s)	45	50.00	0	S	20.00	S	50.00	\$	6.00	\$	5.00	s	61.00	Н	\$	61.00
_	Annual Report -		Habitat																		
12% 1	16% Preparation		Manager	24	Hour(s)		0	\$ 83.00	s	83.00	s	1,992.00	S	239.04	s	318.72	45	2,549.76	Н	s	2,549.76
	39		Executive					1	-				-							13	
12% 1	16% Annual Report - Review		Director	2	Hour(s)		0	\$ 99.00	S	99.00	\$	198.00	\$	23.76	\$	31.68	\$	253.44	П	\$	253.44
12% 1	16% Annual Report - Review		Director	2	Hour(s)		0	\$ 99.00	s	99.00	\$	198.00	\$	23.76	s	31.68	45	253.44	1	\$	253.44
																	SUE	SUBTOTAL		\$	5,839.40
	Outreach											100			W						
																	SUE	SUBTOTAL		\$	0
4	General Coordination																				
	Coordinate -					L			L		l		L						L	L	
12% 1	Neighboring 16% Entities/Grazers		Habitat Manager	12	Hour(s)		0	\$ 83.00	\$S	83.00	400	996.00	Ś	119.52	<>	159.36	٠,	1,274.88	Н	s	1,274.88
																	SUE	SUBTOTAL		\$	1,274.88
	Office Maintenance						-													N	
12% 1	10% Supplies			1	Item(s)	\$	150.00	0	s	150.00	Ş	150.00	\$	18.00	s	15.00	\$	183.00	1	Ş	183.00
																	SUE	SUBTOTAL		s	183.00
	Field Equipment															7.					
12% 1		Mileage - Initial Year		1360	Mile(s)	s	0.57	0	vs.	0.57	₩.	775.20	₩.	93.02	s>	124.03	S	992.26	н	45	992.26
																	SUE	SUBTOTAL		\$	992.26
	Operations							-	-										0		
12%	Project Management -		Executive	0	(a)			000		6		00	ı	20 10		62.361	·	27 610 1		v	37 610 1
		Audit - Flat Fee		,-	Per Site	S	00.00		_		2	500.00	2 42	60.00	2	50.00	S	610.00	-	3 45	610.00
12% 1	10% Insurance Liability			202	Acre(s)	\$	1.55	0	s	1.55	\$	318.35	\$	38.20	s	31.84	\$	388.39	1	\$	388.39
12% 1	10% Project Accounting		Accountant	80	Hour(s)		0	\$ 70.00	*	70.00	45	560.00	45	67.20	45	26.00	\$	683.20	н	\$	683.20
																	SUE	SUBTOTAL		\$	2,695.35

\$ 31,401.99 TOTAL

Annual Ongoing Tasks and Costs PROPERTY: Ramona Grasslands Bank

LAST UPDATED: 1/7/14

%	A%	10000	ITEM	TITLE	#	UNIT	COST (Item)	COST (Title)		COST/UNIT	BAS	BASE COST	8	CONT	ADMIN		ANNUAL COST		YRS	TOTAL COST	COST
		Biotic Surveys															117				100
12%	2 16%	Baseline Documentation		Habitat Manager	20	Hour(s)	0	\$5 8	83.00 \$	83.00	٠,	1,660.00	40	199.20	\$ 26	265.60	\$ 2,1	2,124.80	2	\$	424.96
	-			Habitat	20		1 54	1	-		-					_					
12%	2 16%	Vegetation		Manager	4	Hour(s)	0	\$ 88	83.00 \$	83.00	S	332.00	S	39.84	S	53.12	\$	424.96	2	S	84.99
12%	_	10% GIS Mapping		Contractor	4	Hour(s)	0	\$ 124	124.00 \$	124.00	\$	496.00	s,	59.52	S	49.60	\$	605.12	2	\$	121.02
											l l						SUBTOTAL	TAL		\$	630.98
		Habitat/Site Maintenance	lance												1 D						
12%		10% Fencing	4-strand Barbed (Perimeter)		17,192	Linear Feet	\$ 7.	7.00	8	7.00	φ.	120,344.00	\$ 14,	\$ 14,441.28	\$ 12,0	12,034.40	\$ 146,8	146,819.68	40	3,6	3,670.49
12%	10%	Gate	Gate 5'x12'		2	Item(s)	\$ 1,000.00	0 00:	\$	1,000.00	\$	2,000.00	₩.	240.00	\$ 20	200.00	\$ 2,4	2,440.00	40	₩.	61.00
12%		10% Fencing	4-strand Barbed (Vernal Pool)		1,900	Linear Feet	5	7.00	\$	7.00	٠	13,300.00	\$ 1,	1,596.00	\$ 1,3	1,330.00	\$ 16,2	16,226.00	40	4	405.65
12%		10% Fencing	Fence Maintenance	Field Technician	16	Hour(s)		Ś	00.	m	< > <	260.00		67.20				683.20	1		683.20
12%		10% Invasive_Control	Weeding - Management & Direction	Field Foreman	∞	Hour(s)		\$	\$ 00.08	80.00		640.00	\$	76.80	\$	64.00	\$	780.80		₩.	780.80
12%		10% Invasive_Control	Weeding - Management & Direction	Field Supervisor	00	Hour(s)		\$	65.00	65.00	<o< td=""><td>520.00</td><td>٠</td><td>62.40</td><td>÷,</td><td>52.00</td><td>\$</td><td>634.40</td><td>Н</td><td>8</td><td>634.40</td></o<>	520.00	٠	62.40	÷,	52.00	\$	634.40	Н	8	634.40
12%	_	10% Invasive_Control	- Hand	Field Technician	64	Hour(s)			-			2,240.00		268.80			2,	2,732.80	1	2,	2,732.80
12%		10% Invasive_Control	Herbicide Concentrate (270)		3	Gallon(s)	\$ 150.00	0 00:	•	150.00	\$	450.00	v.	54.00	\$	45.00	\$	249.00	H	\$	549.00
12%		16% Monthly Patrol		Habitat Manager	80	Hour(s)		\$ 83	83.00 \$	83.00	<>	6,640.00	s	796.80	\$ 1,06	1,062.40	\$ 8,4	8,499.20	1	\$ 8,4	8,499.20
12%		16% Monthly Patrol		Field Supervisor	20	Hour(s)		\$ 65	\$ 00.59	65.00	\$	1,300.00	s,	156.00	\$ 20	208.00	\$ 1,6	1,664.00	н	\$ 1,6	1,664.00
12%		16% Monthly Patrol		Assistant Program Coordinator	20	Hour(s)		\$ 65	65.00	65.00	٠	1,300.00	v,	156.00	\$ 20	208.00	\$ 1,6	1,664.00	Н	\$ 1,6	1,664.00
12%	-	10% Signs	Basic - 12"x18"		35	Item(s)	\$ 28.		-		\$	980.00		117.60				1,195.60			170.80
12%	9 10%	Signs		Field Technician	16	Hour(s)		\$ 35	35.00 \$	35.00	S	260.00	\$	67.20	\$	26.00	\$	683.20	7	v,	97.60
12%		10% Trash_Removal	Dump Fee - Non- organic Debris		1	Item(s)	~		φ.		<.	150.00	S	18.00	\$			183.00	н		183.00
12%	-	Trash Removal	Trash Liners			Item(s)	\$ 24.					24.00	\$	2.88	5		S	29.28	+	S	29.28
12%		10% rash_kemoval	Burlap Bags		Н	Item(s)		27.00 0	S	27.00	S	27.00	S	3.24	S	2.70	S 32.9	32.94	1	\$ 218	32.94
		Reporting															30010	IAL			07.000

Annual Ongoing Tasks and Costs PROPERTY: Ramona Grasslands Bank

LAST UPDATED: 1/7/14

\$2,694.62		SUBTOTAL	SUB																			
\$683.20	н	683.20	\$	-	26.00	\$	67.20	s	260.00	S	70.00	₩.	\$ 70.00			Hour(s)	00	Accountant		10% & Maintain	10%	12%
																				Account		
\$387.66	1	387.66	\$		31.78	\perp	38.13	1	317.75	\$	1.55	Ş	0	1.55	Ş	Acre(s)	205			10% Insurance Liability	10%	12%
\$610.00	1	610.00			50.00	\vdash	60.00		500.00	\$	200.00	\$		500.00	\$	Fee	1		Audit - Flat Fee	10% Audit	10%	12%
\$1,013.76	-	1,013.76	\$		126.72	v	95.04	S	792.00	S	99.00	S	\$ 99.00			Hour(s)	000	Executive Director		Supervise & Coordinate	16%	12%
				_		_		_												Project Management		
											The second		100							Operations		
\$992.26		SUBTOTAL	SUB																			
\$992.26	1	992.26	\$	7.00	124.03	45	93.02	₩	775.20	₩.	0.57	S	0	0.57	\$	Mile(s)	1360		Mileage - Annually	16% Mileage	16%	12%
																				Field Equipment		
\$183.00		SUBTOTAL	SUB.																			
\$183.00	-1	183.00	ş	Н	15.00	\$	18.00	Ş	150.00	Ş	150.00	s	0	150.00	\$	Item(s)	1			10% Supplies	10%	12%
																				Office Maintenance		
\$1,274.88	1	1,274.88	\$		159.36	45	119.52	\$	996.00	\$	83.00	\$	\$ 83.00	0		Hour(s)	12	Habitat Manager		Neighboring Entities/Grazers	16%	12%
																				General Coordination		
\$0.00	П	SUBTOTAL	SUB	П		П		П		П		П			П						П	
\$6,350.92		SUBTOTAL	SUB											ľ						Outreach		
\$50.69	5	253.44	\$	-	31.68	45	23.76	· cs	198.00	·s>	99.00	٠.	\$ 99.00	0		Hour(s)	2	Executive Director		16% HMP Update		12%
\$509.95	2	2,549.76	5		318.72	\$	239.04	_	1,992.00	₹5	83.00	s.	\$ 83.00	0		Hour(s)	24	Habitat Manager		16% HMP Update		12%
\$506.88	H	506.88	\$		63.36	\$	47.52	S	396.00	S	99.00	s	\$ 99.00	0		Hour(s)	4	Director		16% PAR Budget		12%
\$253.44	H	253.44	S	_	31.68	2	23.76	S	198.00	S	99.00	S	\$ 99.00	0	-	Hour(s)	7	Executive		Annual Work Plan &	70%	1270
				-		-	ì	-	0000		0000	_	1			(2)2112	,	Executive		Annual Report -	16%	12%
\$2,549.76	+	2,549.76	45	-	318.72	40	239.04	-⟨√⟩	1,992.00	٠,	83.00	40	\$ 83.00	0		Hour(s)	24	Habitat Manager		Annual Report - Preparation	16%	12%
\$61.00	1	61.00	\$	5.00	5.0	\$ (00.9	\$	50.00	s	20.00	\$	0	20.00	\$	Item(s)	1		Aerial Photo	10% Photo	_	12%
\$506.88	н	506.88	S				47.52	.v.	396.00	v.	99.00	· v	\$ 99.00	5500		Hour(s)	4	Executive Director		Database Management Set-up		12%
\$1,912.32	-	1,912.32	45		239.04	٠ د	179.28	*	1,494.00	٠,	83.00	40	\$ 83.00			Hour(s)	18	Habitat Manager		Monthly Log Report - Preparation	16%	12%
	Ì					1					Î			Ì								

TOTAL \$ 33,984.81

Financial Summary

PROPERTY: Ramona Grasslands Bank

LAST UPDATED: 12/16/2013

Acreage = 205.4 acres

Contingency Rate = 12%

Administrative Rate, Staff = 16%

Administrative Rate, Subs = 10%

Initial & Capital Costs for Year 1 Annual Ongoing Costs per Year After Year 1 TOTAL INITIAL FINANCIAL REQUIREMENTS*	,	141	1
Annual Ongoing Costs per Year After Year 1 TOTAL INITIAL FINANCIAL REQUIREMENTS*		\$ 3	31,401.99
TOTAL INITIAL FINANCIAL REQUIREMENTS*	-	\$ 3	33,984.81
, , , , , , , , , , , , , , , , , , , ,			
Initial & Capital Costs for Year 1		\$	31,401.99
ENDOWMENT REQUIREMENTS FOR ONGOING STEWARDSHIP			
Endowment to Provide Income of \$ 33,984.81 at Cap. Rate of 0.0425	0425 \$	\$ 79	799,642.56
Endowment per Acre	01	Ş	3,893.29
Endowment per Acre per Year	V)	10	165.46
EMERGENCY & LEGAL FUND			
4% of Endowment	S	3	31,985.70
BURROWING OWL FUND			
Burrowing Owl Fund	\$	3 11	15,000.00

I OI AL CONTRIBOTION		
nitial for Year 1+ Emergency & Legal Fund + Endowment)	S	878,030.26

^{*} Assumes Endowment will be paid at least 3 years prior to start of management.

Appendix B

SENSITIVE PLANT AND ANIMAL SPECIES OBSERVED OR DETECTED

APPENDIX B Status Codes for Plant and Animal Species

1.0 PLANT SPECIES

1.1 Plant Species Present and Correlation with Habitat On Site

An inventory of plant species occurring on the Bank has been conducted as part of multiple baseline surveys conducted for prior proposed residential development of the Bank (Envira 2006, HELIX 2010, PSBS 2007, Scheidt 2003).

1.2 Rare, Threatened, or Endangered Plant Species Present or Likely to Occur

Two (2) sensitive plant species were observed during biological surveys within the Bank: southern tarplant (*Centromadia parryi var. australis*) and graceful tarplant (*Holocarpha virgata* ssp. *elongata*). These species are considered sensitive by the California Native Plant Society (CNPS) and County. Each are further discussed below and their extent on site is depicted on Figure 6.

Southern tarplant (Centromadia parryi ssp. australis)

Listing: --/--; CNPS List 1B.1; County Group A

Distribution: San Diego, Los Angeles, Orange, Ventura, and Santa Barbara counties below approximately 1,500 feet in elevation

Habitat: Seasonally moist (saline) grasslands. Mesic areas in valley and foothill grasslands, alkaline locales, and peripheral salt marsh are utilized.

Status on site: Approximately 500 individuals observed in the southeastern portion of the North Parcel in 2012 by Barry Jones.

Graceful tarplant (Holocarpha virgata ssp. elongata)

Listing: --/--; CNPS List 4.2; CA Endemic; County Group D **Distribution**: San Diego, Orange, and Riverside counties **Habitat**: Coastal mesas and foothills with grassland habitats

Status on site: Species was observed within an 8.5-acre area within the North Parcel. A count of individual plants was not completed and would be expected to vary from year to year. Several hundred individuals were observed around rock outcrops in South Parcel in 1999 (PSBS 2007). Approximately 18,024 individuals observed on the South Parcel by HELIX in 2010 (Figure 6).

1.3 Non-native and/or Invasive Plant Species

Several non-native grasses and forbs occur within the Bank, including oats (*Avena* sp.), foxtail chess (*Bromus madritensis*), ripgut grass (*Bromus diandrus*), black mustard (*Brassica nigra*), tocalote (*Centaurea melitensis*) and artichoke thistle (*Cynara cardunculus*). The Bank Sponsor has initiated removal of cardoon during 2012.

2.0 ANIMAL SPECIES

2.1 Animal Species Present and Correlation with Habitat on Site

An inventory of animal species occurring on the Bank has been conducted as part of multiple baseline surveys conducted for prior proposed residential development of the Bank (Envira 2006, HELIX 2010, PSBS 2007, Scheidt 2003). Some species that could be expected to occur on site include side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*), gopher snake (*Pituophis catenifer*), white-tailed kite (*Elanus leucurus*), northern harrier (*Circus cyaneus*), American kestrel (*Falco sparverius*), mourning dove (*Zenaida macroura*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), Say's phoebe (*Sayornis saya*), savannah sparrow (*Passerculus sandwichensis*), western meadowlark (*Sturnella neglecta*), and California ground squirrel (*Spermophilus beecheyi*).

2.2 Rare, Threatened, or Endangered Wildlife

A total of 18 sensitive animal species have been observed/detected within the Bank, including 2 federally listed endangered species: San Diego fairy shrimp and Stephens' kangaroo rat, which is also state listed as threatened. Of the other 16 animal species observed/detected, 11 are listed as a State Species of Special Concern or fully protected: western spadefoot (*Spea hammondii*), San Diego horned lizard (*Phrynosoma coronatum*), white-tailed kite (*Elanus leucurus*), sharpshinned hawk (*Accipiter striatus*), ferruginous hawk (*Buteo regalis*), BUOW, San Diego horned lark (*Eremophila alpestris actia*), grasshopper sparrow (*Ammodramus savannarum*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), Dulzura (California) pocket mouse (*Chaetodipus californicus femoralis*), and Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*). The remaining 5 species are County sensitive: Cooper's hawk (*Accipiter cooperii*), merlin (*Falco columbarius*), red-shouldered hawk (*Buteo lineatus*), western bluebird (*Sialia mexicana*) and turkey vulture (*Cathartes aura*). These species are discussed below in order of crustaceans, amphibians, birds, and mammals and then alphabetically by scientific name. An explanation of status codes for both plant and animal species sensitivity status is presented in Appendix E.

Crustaceans

San Diego fairy shrimp (Branchinecta sandiegonensis)

Listing: FE/--; MSCP NE; County Group 1

Distribution: San Diego County

Habitat: Seasonal pools that occur in tectonic swales or earth slump basins and other areas of shallow and standing water, often in patches of grassland and agriculture interspersed in coastal sage scrub and chaparral

Status on site: Observed in 3 vernal pools on North Parcel. Observed within the water-holding basin on the South Parcel observed during general biological surveys in 2003 (Scheidt 2003), during the 2004/2005 wet season protocol surveys (PSBS 2007) and again during the 2009/2010 wet season surveys (HELIX 2010a; Figure 6).

Amphibians

Western spadefoot (Spea hammondii)

Listing: --/SSC; County Group 2

Distribution: Throughout the Central Valley and San Francisco Bay area south along the coast to northwestern Baja California

Habitat: Occurs in open coastal sage scrub, chaparral, and grassland, along sandy or gravelly washes, floodplains, alluvial fans, or playas. Requires temporary pools for breeding and friable soils for burrowing. Generally excluded from areas with bullfrogs (*Rana catesbiana*) or crayfish (*Procambarus* sp.).

Status on site: Observed in 2003 in the north central portion and within the freshwater seep in the northeastern portion of the South Parcel (PSBS 2007; Figure 6). Uses upland areas for foraging, as well as vernal pools for breeding in the North Parcel (Envira 2004).

Reptiles

San Diego horned lizard (Phrynosoma coronatum)

Status: --/SSC; County Group 2; Proposed NC-MSCP covered.

Distribution: Northern California though coastal southern California into northern Baja California.

Habitat(s): Coastal sage scrub and open areas in chaparral, oak woodlands, and coniferous forests with sufficient basking sites, adequate scrub cover, and areas of loose soil; require native ants, especially harvester ants (*Pogonomyrmex* sp.), and are generally excluded from areas invaded by Argentine ants (*Linepithema humile*).

Status on site: A carcass of this species was observed in non-native grassland at the western edge of the South Parcel (ENVIRA 2010; Figure 6).

Birds

White-tailed kite (*Elanus leucurus*)

Status: --/Fully Protected; County Group 1.

Distribution: Primarily occurs throughout coastal slopes of San Diego County.

Habitat(s): Riparian woodlands and oak or sycamore groves adjacent to grassland.

Status on site: Observed in the northeastern corner of the South Parcel by HELIX in 2010 (Figure 6).

Cooper's hawk (Accipiter cooperii)

Status: --/WL; County Group 1.

Distribution: Occurs year-round throughout San Diego County's coastal slope where stands of trees are present.

Habitat(s): Oak groves, mature riparian woodlands, and eucalyptus stands or other mature forests.

Status on site: Observed in the easternmost portion of the South Parcel by HELIX in 2010 (Figure 6).

Merlin (Falco columbarius)

Status: --/WL; County Group 2

Distribution: Rare in San Diego County and can only be found during winter

Habitat(s): Usually observed in grasslands but can occur in any habitat except dense woodlands Status on site: Observed in the southern portion of the South Parcel sitting on a telephone pole

by HELIX in 2010 (Figure 6).

Red-shouldered hawk (Buteo lineatus)

Status: --/--; County Group 1.

Distribution: In San Diego County, observed throughout coastal slope.

Habitat(s): Riparian woodland, oak woodland, orchards, eucalyptus groves, or other areas with

tall trees.

Status on site: Observed flying overhead by HELIX in 2010 (Figure 6).

Sharp-shinned hawk (Accipiter striatus)

Status: --/SSC; County Group 1

Distribution: In San Diego County, has widespread distribution but occurs in small numbers and only during winter

Habitat(s): Usually observed in areas with tall trees or other vegetative cover but can be observed in a variety of habitats

Status on site: Observed in non-native grassland on the North Parcel (Envira 2004)

Ferruginous hawk (Buteo regalis)

Status: --/SSC; MSCP Covered; County Group 1

Distribution: Uncommon winter visitor to San Diego County, usually in fall and winter

Habitat(s): Open grassland

Status on site: Observed in non-native grassland on the North Parcel (Envira 2004)

Turkey vulture (Cathartes aura)

Status: --/--; County Group 1

Distribution: Observed throughout San Diego County with the exception of extreme coastal San Diego where development is heaviest

Habitat(s): Foraging habitat includes most open habitats with breeding occurring in crevices among boulders

Status on site: Two (2) individuals observed flying overhead in 2000 (PSBS 2007). One (1) Observed flying overhead by HELIX in 2010 (Figure 6).

Burrowing owl (Athene cunicularia)

Status: BCC/SSC (burrow sites); County Group 1; Proposed NC-MSCP covered; Proposed NC-MSCP Narrow Endemic.

Distribution: From southern Canada into the western half of the U.S. into Baja and central Mexico. This species is an uncommon and declining resident in San Diego County (Unitt 1984).

Habitat: Open areas such as grasslands, pastures, coastal dunes, desert scrub, and edges of agriculture fields.

Status on site: At least 3 individuals observed in 2012 on the North Parcel during a site inspection with the resource agencies. This species was observed in 1999, 2005, and 2006 during winter surveys or opportunistically on the South Parcel (Scheidt 2003, PSBS 2007). Species not observed during 2010 BUOW survey of the South Parcel, but was observed sitting on a fence post on site along Highland Valley Road by HELIX during a rare plant survey in June 2010 on the South Parcel (Figure 6).

Based on a 2013 burrow survey, there are 13 identified burrow complexes. Twelve of these complexes occur on the South Parcel and 1 occurs on the North Parcel.

Grasshopper sparrow (Ammodramus savannarum)

Status: --/SSC; County Group 1; Proposed NC-MSCP covered.

Distribution: Primarily in the coastal lowland. Most of the population is believed to migrate out of California for the winter.

Habitat: Grassland with sparse brush.

Status on site: Observed on site in 2004 by PSBS (2007) and in 2010 by HELIX in the South Parcel (Figure 6).

California horned lark (Eremophila alpestris actia)

Listing: --/SSC; County Group 2

Distribution: Coastal slopes and lowlands from Sonoma County to northern Baja

Habitat: Sandy beaches, agricultural fields, grassland, and open areas **Status on site**: Observed in non-native grassland on the North Parcel

Western bluebird (Sialia mexicana)

Status: --/--; MSCP Covered; County Group 2

Distribution: Occurs throughout much of San Diego County, but concentrated in foothills and

mountains

Habitat(s): Montane coniferous and oak woodlands

Status on site: Observed in non-native grassland on the North Parcel

Mammals

Stephens' kangaroo rat (Dipodomys stephensi)

Listing: FE/ST; County Group 1

Distribution: San Jacinto Valley and adjacent areas of western Riverside County as well as San Bernardino and northwestern San Diego counties.

Habitat: Sparsely vegetated habitats of sagebrush or annual grasses.

Status on site: Approximately 10.3 acres of occupied habitat were identified previously within onsite grassland on the North Parcel, although based on a recent site assessment the probability of this species occurring in this areas is considered remote. Protocol trapping for this species on the South Parcel was positive in 2010, with suitable occupied habitat identified as "trace" habitat covering 3.4 acres (ENVIRA 2010; Figure 6).

San Diego black-tailed jackrabbit (Lepus californicus bennettii)

Listing: --/SSC; County Group 2

Distribution: Southern Santa Barbara County, south on the coastal slope to the vicinity of San Quintin, Baja California, Mexico. Localities on the eastern edge of its range include Jacumba and San Felipe Valley in San Diego County.

Habitat: Occurs primarily in open habitats including coastal sage scrub, chaparral, grasslands, croplands, and open, disturbed areas if there is at least some shrub cover present.

Status on site: Observed in non-native grassland

Dulzura (California) pocket mouse (Chaetodipus californicus femoralis)

Status: --/SSC; County Group 2.

Distribution: San Francisco Bay south to Baja California, and eastward to the edge of the Central Valley to the foothills of the Sierra Nevada.

Habitat: Occurs in chaparral and coastal sage scrub, often adjacent to grassland.

Status on site: Species captured on South Parcel during trapping for Stephens' kangaroo rat in 2003 (ENVIRA 2003).

Northwestern San Diego pocket mouse (Chaetodipus fallax fallax)

Status: --/SSC; County Group 2.

Distribution: Los Angeles County and southern San Bernardino County south into west-central Baja California, Mexico.

Habitat: Open areas of coastal sage scrub and weedy growth, often on sandy substrates.

Status on site: Species captured on South Parcel during trapping for Stephens' kangaroo rat in 2003 (ENVIRA 2003) and in 2010 (ENVIRA 2010; Figure 6).

Appendix C CONSERVATION EASEMENTS

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

San Dieguito	River	Park	JPA
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18372 Sycamore Creek Road Escondido, CA 92025 Attn:_____

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED Ramona Grasslands Conservation Bank

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the 15th day of August, 2013, by Kearny PCCP Otay 311, LLC ("Grantor"), in favor of San Dieguito River Park JPA ("Grantee"), with reference to the following facts:

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property containing approximately 63.07 acres, located in the County of San Diego, State of California, and designated Assessor's Parcel Number 277-050-32-00 (the "Bank Property"). The Bank Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.
- B. The Bank Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Bank Property will provide high quality natural, restored and/or enhanced habitat for graceful tarplant (*Holocarpha virgata* ssp. *elongata*), San Diego fairy shrimp (*Branchinecta sandiegonensis*) and burrowing owl (BUOW; *Athene cunicularia*) among others, and contain grassland, Diegan coastal sage scrub, riparian and wetland habitats. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Bank Property.
- C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.
- D. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection,

restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in Civil Code Section 815.3 (b) and otherwise authorized to acquire and hold title to real property.

E. This Conservation Easement is granted pursuant to the Conservation Bank Enabling Instrument (the "CBEI")], by and between Kearny PCCP Otay 311, LLC, and Region 5 CDFW, CDFW Tracking No. 1978-2013-01-R5, and the Carlsbad office of the USFWS, USFWS File No. 09B0470, entered into concurrently with this Conservation Easement, and the Long-Term Management Plan (as applicable, the "Management Plan") created under the CBEI. CDFW and USFWS are together referred to in this Conservation Easement as the "Signatory Agencies".

A final, approved copy of the CBEI and the Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor, or any successor or assign, requires an official copy of the CBEI and the Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The CBEI and the Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

F. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Bank Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the CBEI and the Management Plan, and to prevent any use of the Bank Property that will impair or interfere with the Conservation Values of the Bank Property. Grantor intends that this Conservation Easement will confine the use of the Bank Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the CBEI

and the Management Plan.

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 Bank Property.
- (b) To enter the Bank Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the CBEI and the Management Plan and to implement at Grantee's sole discretion Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Bank Property.
- (c) To prevent any activity on or use of the Bank Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Bank Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.
- (d) 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 Bank Property shall remain a part of and be put to beneficial use upon the Bank Property, consistent with the purposes of this Conservation Easement.
- (e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Bank Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Bank Property, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Bank Property that is 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) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for except for the use of water for habitat restoration, and use of pesticides, biocides, herbicides or other agricultural chemicals for habitat management purposes as specifically provided in the Management Plan.
- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for use in habitat restoration and management as specifically provided in the Management Plan.

- (c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Management Plan.
- (d) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.
 - (e) Commercial, industrial, residential, or institutional uses.
- (f) Any legal or de facto division, subdivision or partitioning of the Bank Property.
- (g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind except for watering facilities for cattle used in vegetation management as specifically provided in the Management Plan.
- (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, except for cattle for vegetation management as specifically provided in the Management Plan.
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Bank Property, or granting or authorizing surface entry for any of these purposes.
- (k) Altering the surface or general topography of the Bank Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Bank Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Management Plan, or as may be used for future habitat management and restoration activities as approved by the Signatory Agencies.
- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease and except for weed removal including eucalyptus trees as specifically provided in the Management Plan.
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Bank Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for potential future vernal pool creation/restoration efforts as specifically provided

in the Management Plan.

- (n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Bank Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Bank Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Bank Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Bank Property.
- (o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Bank Property, or the use or activity in question.

4. Grantee's Duties.

- (a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:
- (1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Bank Property; and
- (2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.
- (b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. 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 Bank Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the CBEI and the Management Plan.

6. Reserved Rights.

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

7. Grantee's Remedies.

If Grantee determines that a violation 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 ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, 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 for any or all of the following: 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 Bank 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; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Bank Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Bank Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Bank Property, Grantee may pursue its remedies under this Conservation Easement 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 this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation 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 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 California Civil Code Section 815, *et seq.* 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.

(a) <u>Costs of Enforcement.</u>

All 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 negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) 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 of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee 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.

(c) 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 Bank 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 Bank Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) <u>Enforcement; Standing.</u>

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the CBEI or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Bank Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the CBEI or the Management Plan then, pursuant

to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. 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 Bank Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Bank Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Bank Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required 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, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Bank 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. Grantor shall keep the Bank Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), 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 Bank Property.

(b) Hold Harmless.

(1) 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 a "Grantee Indemnified Party" and collectively, "Grantee's 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: (i) 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 Bank Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the

existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's 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 Grantee's Indemnified.

Grantor shall hold harmless, protect and indemnify Third-Party (2) Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) 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 Bank Property, and (ii) the existence or administration of this Conservation Easement. Provided, however, that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) <u>Extinguishment</u>.

If circumstances arise in the future that render the preservation of Conservation Values, including wetland functions and values, or other 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.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. <u>Transfer of Conservation Easement or Bank Property.</u>

(a) Conservation Easement.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code

Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Bank Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Bank 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 Bank Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the CBEI, the Management Plan, and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11. In the event the original Grantor conveys its fee interest in the Bank Property to a third party or transfers by assignment all of its obligations as Grantor hereunder to a third party and such third party assignee assumes the original Grantor's obligations hereunder, then upon such event, all liabilities and obligations on the part of the original Grantor under this Conservation Easement accruing thereafter shall immediately terminate, the original Grantor shall be released from all liability under this Conservation Easement and thereupon all such liabilities and obligations shall be binding only upon the new fee owner and/ or assignee.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Bank Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Bank Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Kearny PCCP Otay 311, LLC

c/o Kearny Real Estate Company 1900 Avenue of the Stars, Suite 320

Los Angeles, CA 90067 Attn: Jeffrey A. Dritley

To Grantee: San Dieguito River Park JPA

18372 Sycamore Creek Road

Escondido, CA 92025

Attention:

To CDFW: Department of Fish and Wildlife

South Coast Region 3883 Ruffin Road San Diego, CA 92123

Attn: Edmund Pert, Regional Manager

With a copy to: Department of Fish and Wildlife

Office of General Counsel 1416 Ninth Street, 12th Floor Sacramento, CA 95814-2090

Attn: General Counsel

To USFWS: United States Fish and Wildlife Service

Carlsbad Field Office

2177 Salk Avenue, Suite 250

Carlsbad, CA 92008

Attn: James Bartel, Field Supervisor

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. 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, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed. 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 the county in which the Bank Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) Controlling Law.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and 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 California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an 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) <u>Severability</u>.

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

(d) Entire Agreement.

This document (including its exhibits and the CBEI and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) <u>No Forfeiture</u>.

Nothing contained in this Conservation Easement 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 shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Bank Property.

(g) <u>Termination of Rights and Obligations</u>.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Bank Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) <u>Captions</u>.

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.

- (1) 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 Bank Property, or transported to or from or affecting the Bank Property.
- (2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.
- (3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.
- (4) Despite any contrary provision of this Conservation Easement, 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 or any Third-Party Beneficiaries any of the following:

- (A) 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. § 9601, *et seq.*; hereinafter, "CERCLA"); or
- (B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or
- (C) The obligations of a responsible person under any applicable Environmental Laws; or
- (D) The right to investigate and remediate any Hazardous Materials associated with the Bank Property; or
- (E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Bank Property.
- (5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including byproducts 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. § 6901, et seq.; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, et seq.; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, et seq.; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 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.
- (6) 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 and Third-Party Beneficiaries that activities upon and use of the Bank Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) <u>Warranty</u>.

Grantor represents and warrants that Grantor is the sole owner of the Bank Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Bank Property Assessment and Warranty signed by Grantor and attached as an exhibit to the CBEI, there are no outstanding mortgages,

liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) <u>Additional Interests</u>.

Grantor shall not grant any additional easements, rights of way or other interests in the Bank Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Bank Property, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) 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 Bank Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Bank Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) <u>Recording</u>.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Bank Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) <u>Third-Party Beneficiary</u>.

Grantor and Grantee acknowledge that the CDFW and USFWS (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Bank Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Bank Property is specified in and governed by the CBEI and the Management Plan.

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

GRANTOR: [Notarization Required]	Approved as to form:
BY:	General Counsel San Dieguito River Park JPA
NAME:	San Dieguno River Fark Ji A
TITLE:	BY:
DATE:	General Counsel

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

(Government Code § 27281)

SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, a Government Agency

inis is to cer	ny mai me mieresi m reai pro	perty conveyed by the Conservation Easement
Deed dated	from	to the San Dieguito
River Valley Region	vers Authority, a government agency, is hereby	
accepted by the unde	rsigned officer on behalf of tl	ne San Dieguito River Valley Regional Open
Space Park Joint Pov	vers Authority pursuant to aut	thority conferred by Resolution No.
	adopted by the Board of Dire	ectors of the San Dieguito River Valley
Regional Open Space	e Park Joint Powers Authority	on, and consent
for recordation is her	eby granted.	
Dated:		SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY
	Ву	Dick Bobertz, Executive Director

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

San Dieguito River Park JPA 18372 Sycamore Creek Road Escondido, CA 92025 Attn:_____ Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED Ramona Grasslands Conservation Bank

	THIS CONSERV	VATION EASEMENT	DEED ("Conservation Easement") is made as of
the	day of	, 20	_, by Judd R R Investment LLC ("Grantor"), in
favor (of San Dieguito Ri	iver Park JPA ("Grantee	e"), with reference to the following facts:

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property containing approximately 147.36 acres, located in the County of San Diego, State of California, and designated Assessor's Parcel Numbers 277-121-05, 277-121-08, and 277-111-09 (the "Bank Property"). The Bank Property is legally described and depicted in **Exhibit A** attached to this Conservation Easement and incorporated in it by this reference.
- B. The Bank Property possesses wildlife and habitat values of great importance to Grantee, the people of the State of California and the people of the United States. The Bank Property will provide high quality natural, restored and/or enhanced habitat for graceful tarplant (*Holocarpha virgata* ssp. *elongata*), San Diego fairy shrimp (*Branchinecta sandiegonensis*) and burrowing owl (BUOW; *Athene cunicularia*) among others, and contain grassland, Diegan coastal sage scrub, riparian and wetland habitats. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Bank Property.
- C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of these species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.
- D. The United States Fish and Wildlife Service (the "USFWS"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection,

restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

Grantee is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3. Specifically, Grantee is a governmental entity identified in Civil Code Section 815.3 (b) and otherwise authorized to acquire and hold title to real property.

E. This Conservation Easement is granted pursuant to the Conservation Bank Enabling Instrument (the "CBEI")], by and between Judd R R Investment LLC, and Region 5 CDFW, CDFW Tracking No. 1978-2013-01-R5, and the Carlsbad office of the USFWS, USFWS File No. 09B0470, entered into concurrently with this Conservation Easement, and the Long-Term Management Plan (as applicable, the "Management Plan") created under the CBEI. CDFW and USFWS are together referred to in this Conservation Easement as the "Signatory Agencies".

A final, approved copy of the CBEI and the Management Plan, and any amendments thereto approved by the Signatory Agencies, shall be kept on file at the respective offices of the Signatory Agencies. If Grantor, or any successor or assign, requires an official copy of the CBEI and the Management Plan, it should request a copy from one of the Signatory Agencies at its address for notices listed in Section 12 of this Conservation Easement.

The CBEI and the Management Plan are incorporated by this reference into this Conservation Easement as if fully set forth herein.

F. All section numbers referred to in this Conservation Easement are references to sections within this Conservation Easement, unless otherwise indicated.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes.

The purposes of this Conservation Easement are to ensure that the Bank Property will be retained forever in its natural, restored, or enhanced condition as contemplated by the CBEI and the Management Plan, and to prevent any use of the Bank Property that will impair or interfere with the Conservation Values of the Bank Property. Grantor intends that this Conservation Easement will confine the use of the Bank Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats implemented in accordance with the CBEI

and the Management Plan.

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 Bank Property.
- (b) To enter the Bank Property at reasonable times, in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, the CBEI and the Management Plan and to implement at Grantee's sole discretion Management Plan activities that have not been implemented, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Bank Property.
- (c) To prevent any activity on or use of the Bank Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Bank Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.
- (d) 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 Bank Property shall remain a part of and be put to beneficial use upon the Bank Property, consistent with the purposes of this Conservation Easement.
- (e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Bank Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Bank Property, nor any other property adjacent or otherwise.

3. Prohibited Uses.

Any activity on or use of the Bank Property that is 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) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may impair or interfere with the purposes of this Conservation Easement, except for except for the use of water for habitat restoration, and use of pesticides, biocides, herbicides or other agricultural chemicals for habitat management purposes as specifically provided in the Management Plan.
- (b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, except for use in habitat restoration and management as specifically provided in the Management Plan.

- (c) Agricultural activity of any kind except grazing for vegetation management as specifically provided in the Management Plan.
- (d) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing except for personal, non-commercial, recreational activities of the Grantor, so long as such activities are consistent with the purposes of this Conservation Easement and specifically provided for in the Management Plan.
 - (e) Commercial, industrial, residential, or institutional uses.
- (f) Any legal or de facto division, subdivision or partitioning of the Bank Property.
- (g) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind except for watering facilities for cattle used in vegetation management as specifically provided in the Management Plan.
- (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, except for cattle for vegetation management as specifically provided in the Management Plan.
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Bank Property, or granting or authorizing surface entry for any of these purposes.
- (k) Altering the surface or general topography of the Bank Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Bank Property with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Management Plan, or as may be used for future habitat management and restoration activities as approved by the Signatory Agencies.
- (l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease and except for weed removal including eucalyptus trees as specifically provided in the Management Plan.
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Bank Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except for potential future vernal pool creation/restoration efforts as specifically provided

in the Management Plan.

- (n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Bank Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Bank Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Bank Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Bank Property.
- (o) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Bank Property, or the use or activity in question.

4. Grantee's Duties.

- (a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Grantee and its successors and assigns shall:
- (1) Perform, at a minimum on an annual basis, compliance monitoring inspections of the Bank Property; and
- (2) Prepare reports on the results of the compliance monitoring inspections, and provide these reports to the Signatory Agencies on an annual basis.
- (b) In the event that the Grantee's interest in this easement is held by, reverts to, or is transferred to the State of California, Section 4(a) shall not apply.

5. 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 Bank Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect and defend Grantee's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of Grantor under the CBEI and the Management Plan.

6. Reserved Rights.

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

7. Grantee's Remedies.

If Grantee determines that a violation 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 ("Notice of Violation"). If Grantor fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, 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 for any or all of the following: 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 Bank 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; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Bank Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Bank Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Bank Property, Grantee may pursue its remedies under this Conservation Easement 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 this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation 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 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 California Civil Code Section 815, *et seq.* 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.

(a) <u>Costs of Enforcement.</u>

All 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 negligence or breach of this Conservation Easement, shall be borne by Grantor.

(b) 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 of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee 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.

(c) 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 Bank 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 Bank Property resulting from such causes; or (ii) acts by Grantee or its employees.

(d) <u>Enforcement; Standing.</u>

All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiaries (as defined in Section 14(m)). These enforcement rights are in addition to, and do not limit, the rights of enforcement under the CBEI or the Management Plan. If at any time in the future Grantor uses, allows the use, or threatens to use or allow use of, the Bank Property for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(e) Notice of Conflict.

If Grantor receives a Notice of Violation from Grantee or a Third-Party Beneficiary with which it is impossible for Grantor to comply consistent with any prior uncured Notice(s) of Violation, Grantor shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Grantee and Third-Party Beneficiaries. In order to be a valid, a Notice of Conflict shall be given within fifteen (15) days of the date Grantor receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, Grantor shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, Grantor shall comply with such notice within the time period(s) described in the first grammatical paragraph of this Section. The failure of Grantor to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of Grantor's ability to claim a conflict.

(f) Reversion.

If the Signatory Agencies determine that Grantee is not holding, monitoring or managing this Conservation Easement for conservation purposes in the manner specified in this Conservation Easement or in the CBEI or the Management Plan then, pursuant

to California Government Code Section 65965(c), this Conservation Easement shall revert to the State of California, or to another public agency or nonprofit organization qualified pursuant to Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable) and approved by the Signatory Agencies.

8. Access.

This Conservation Easement does not convey a general right of access to the public.

9. 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 Bank Property. Grantor agrees that neither Grantee nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep or maintenance of the Bank Property, the monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Bank Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required 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, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens.

Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Bank 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. Grantor shall keep the Bank Property free from any liens (other than a security interest that is expressly subordinated to this Conservation Easement, as provided in Section 14(k)), 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 Bank Property.

(b) Hold Harmless.

(1) 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 a "Grantee Indemnified Party" and collectively, "Grantee's 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: (i) 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 Bank Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 5, 9 and 9(a); and (iii) the

existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Grantee's 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 Grantee's Indemnified.

Grantor shall hold harmless, protect and indemnify Third-Party (2) Beneficiaries and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) 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 Bank Property, and (ii) the existence or administration of this Conservation Easement. *Provided*, however, that the indemnification in this Section 9 (b) (2) shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due to the negligence of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 9 (b) (2) applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) <u>Extinguishment</u>.

If circumstances arise in the future that render the preservation of Conservation Values, including wetland functions and values, or other 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.

(d) Condemnation.

The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

10. Transfer of Conservation Easement or Bank Property.

(a) <u>Conservation Easement</u>.

This Conservation Easement may be assigned or transferred by Grantee upon written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed, but Grantee shall give Grantor and the Signatory Agencies at least sixty (60) days prior written notice of the proposed assignment or transfer. Grantee may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code

Section 65965 (and any successor or other provision(s) then applicable), or the laws of the United States; and (ii) otherwise reasonably acceptable to the Signatory Agencies. Grantee shall require the assignee to record the assignment in the county where the Bank Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section is subject to the requirements of Section 11.

(b) Bank 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 Bank Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference the CBEI, the Management Plan, and any amendment(s) to those documents. Grantor further agrees to give written notice to Grantee and the Signatory Agencies of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee or the Signatory Agencies shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Grantor to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any transfer under this section is subject to the requirements of Section 11. In the event the original Grantor conveys its fee interest in the Bank Property to a third party or transfers by assignment all of its obligations as Grantor hereunder to a third party and such third party assignee assumes the original Grantor's obligations hereunder, then upon such event, all liabilities and obligations on the part of the original Grantor under this Conservation Easement accruing thereafter shall immediately terminate, the original Grantor shall be released from all liability under this Conservation Easement and thereupon all such liabilities and obligations shall be binding only upon the new fee owner and/ or assignee.

11. Merger.

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Bank Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Signatory Agencies otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Bank Property.

12. Notices.

Any notice, demand, request, consent, approval, or other communication that Grantor or Grantee desires or is required to give to the other shall be in writing, with a copy to each of the Signatory Agencies, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To Grantor: Judd R R Investment LLC

400 South Sierra Avenue, Suite 100

Solana Beach, CA 92075 Attn: Tatiana T. Southard

To Grantee: San Dieguito River Park JPA

18372 Sycamore Creek Road

Escondido, CA 92025

Attention:

To CDFW: Department of Fish and Wildlife

South Coast Region 3883 Ruffin Road San Diego, CA 92123

Attn: Edmund Pert, Regional Manager

With a copy to: Department of Fish and Wildlife

Office of General Counsel 1416 Ninth Street, 12th Floor Sacramento, CA 95814-2090

Attn: General Counsel

To USFWS: United States Fish and Wildlife Service

Carlsbad Field Office

2177 Salk Avenue, Suite 250

Carlsbad, CA 92008

Attn: James Bartel, Field Supervisor

or to such other address a party or a Signatory Agency shall designate by written notice to Grantor, Grantee and the Signatory Agencies. 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, three (3) days after deposit into the United States mail.

13. Amendment.

This Conservation Easement may be amended only by mutual written agreement of Grantor and Grantee and written approval of the Signatory Agencies, which approval shall not be unreasonably withheld or delayed. 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 the county in which the Bank Property is located, and Grantee shall promptly provide a conformed copy of the recorded amendment to the Grantor and the Signatory Agencies.

14. Additional Provisions.

(a) <u>Controlling Law</u>.

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and 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 California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an 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) <u>Severability</u>.

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

(d) Entire Agreement.

This document (including its exhibits and the CBEI and the Management Plan incorporated by reference in this document) sets forth the entire agreement of the parties and the Signatory Agencies with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) No Forfeiture.

Nothing contained in this Conservation Easement 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 shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Bank Property.

(g) <u>Termination of Rights and Obligations</u>.

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Bank Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) <u>Captions</u>.

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.

- (1) 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 Bank Property, or transported to or from or affecting the Bank Property.
- (2) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties (defined in Section 9 (b) (1)) from and against any and all Claims (defined in Section 9 (b)(1)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except any Hazardous Materials placed, disposed or released by Grantee or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Grantee's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the applicable Grantee Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Grantee Indemnified Party.
- (3) Without limiting the obligations of Grantor under Section 9 (b), Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (defined in Section 9 (b)(2)) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Bank Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Grantor shall, at the election or and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.
- (4) Despite any contrary provision of this Conservation Easement, 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 or any Third-Party Beneficiaries any of the following:

- (A) 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. § 9601, *et seq.*; hereinafter, "CERCLA"); or
- (B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or
- (C) The obligations of a responsible person under any applicable Environmental Laws; or
- (D) The right to investigate and remediate any Hazardous Materials associated with the Bank Property; or
- (E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Bank Property.
- (5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including byproducts 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. § 6901, et seq.; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, et seq.; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, et seq.; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 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.
- (6) 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 and Third-Party Beneficiaries that activities upon and use of the Bank Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) <u>Warranty</u>.

Grantor represents and warrants that Grantor is the sole owner of the Bank Property. Grantor also represents and warrants that, except as specifically disclosed to and approved by the Signatory Agencies pursuant to the Bank Property Assessment and Warranty signed by Grantor and attached as an exhibit to the CBEI, there are no outstanding mortgages,

liens, encumbrances or other interests in the Bank Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) <u>Additional Interests</u>.

Grantor shall not grant any additional easements, rights of way or other interests in the Bank Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall Grantor grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Bank Property, without first obtaining the written consent of Grantee and the Signatory Agencies. Such consent may be withheld if Grantee or the Signatory Agencies determine(s) 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 Bank Property. This Section 14(k) shall not limit the provisions of Section 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Bank Property that is subject to this Conservation Easement and complies with Section 10. Grantor shall provide a copy of any recorded or unrecorded grant or Transfer document to the Grantee and Signatory Agencies.

(l) <u>Recording</u>.

Grantee shall record this Conservation Easement in the Official Records of the County in which the Bank Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) <u>Third-Party Beneficiary</u>.

Grantor and Grantee acknowledge that the CDFW and USFWS (the "Third-Party Beneficiaries") are third party beneficiaries of this Conservation Easement with the right of access to the Bank Property and the right to enforce all of the obligations of Grantor including, but not limited to, Grantor's obligations under Section 14, and all other rights and remedies of the Grantee under this Conservation Easement.

(n) Funding.

Endowment funding for the perpetual management, maintenance and monitoring of the Bank Property is specified in and governed by the CBEI and the Management Plan.

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

GRANTOR: [Notarization Required]	Approved as to form:
BY:	General Counsel
NAME:	San Dieguito River Park JPA
TITLE:	BY:
DATE:	General Counsel

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

(Government Code § 27281)

SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, a Government Agency

This is to ce	itily that the interest in real pro	sperty conveyed by the Conservation Easement
Deed dated	from	to the San Dieguito
River Valley Region	nal Open Space Park Joint Pow	vers Authority, a government agency, is hereby he San Dieguito River Valley Regional Open
Space Park Joint Po	7 I	thority conferred by Resolution No. ectors of the San Dieguito River Valley
Regional Open Space	ce Park Joint Powers Authority	on, and consent
for recordation is he	ereby granted.	
Dated:		SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY
	Ву	Dick Bobertz, Executive Director