

Exhibit E-1
Willow Road Conservation Bank:
Credit Evaluation and Credit Table

The Willow Road Conservation Bank (WRCB) has been evaluated as to the acceptability of the credits offered. The following evaluations have been carried out.

1. A biological survey of the property was carried out by a qualified biologist, whose report is included as Exhibit G. The survey includes site visits and detailed habitat surveys and concludes that on the 71.06-acre site, there are 70.00 acres that qualify for credit under current standards and regulations.
2. The site has been visited by representatives of the California Department of Fish and Wildlife and they have concluded that the site is an acceptable candidate for conservation banking.
3. The property boundaries and on-site easements have been reviewed by a licensed civil engineer and the engineer has verified that the boundaries are accurate. In addition, existing easements on the property have been reviewed, located, and mapped. These easements will remain in effect and have been excluded from the area available for credit sales.
4. Any disturbed areas have been mapped and excluded from the area available for credit sales.

As a result of the above detailed evaluations, it has been determined the following habitat credits are available at the WRCB:

Habitat	Total On-site Acreage/Credits	Habitat Area Remaining for Credit Sales
Chamise Chaparral	9.4	9.4
Coastal Scrub — Chaparral Scrub	0.5	0.5
California Gnatcatcher Occupied Diegan Coastal Sage Scrub	57.2	57.2
Southern Willow Scrub	0.04	0
Fresh Water Seep	0.02	0
Non-native Grassland	2.9	2.9
Disturbed Habitat	0.9	0
Total	71.06*	70.0

*May not total exactly due to rounding

Notes:

Habitats within an easement or subject to fire clearing (totaling 0.16 acres) or within disturbed areas (totaling 0.9 acres) do not qualify for conservation credits and have been excluded from the area available for conservation credit.

Exhibit E-2
AGREEMENT FOR SALE OF MITIGATION CREDITS
Agency File No. _____

This Agreement is entered into this ____ day of _____, 20__, by and between Paul L. Bertram, Bank Sponsor, and _____ (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Sponsor, Paul Bertram, has developed the Willow Road Conservation Bank ("Bank") located in San Diego County, California. Paul L. Bertram, Connie L. Bertram, and Faith Mountain Pentecostal Church own the credits in the Bank.

B. The Bank was approved by the Interagency Review Team (IRT), consisting of the California Department of Fish and Wildlife (CDFW) on _____, and is currently in good standing with this agency; and

C. The Bank has received approval from the IRT to offer the following credits for sale _____ as compensation for the loss of _____ through the Conservation Bank Enabling Instrument (CBEI); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project) which would unavoidably and adversely impact _____

_____;

E. Project Applicant has been authorized by the IRT, File No. _____, **and [Local Jurisdiction]** _____ to purchase from the Bank _____ credits upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from the Bank Sponsor and Bank Sponsor desires to sell to Project Applicant _____ credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Sponsor [_____] credits for a purchase price of \$[_____]. The Credit Owner will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price

for said credits shall be paid by cashier's check or, at the option of Bank Sponsor, wire transfer of funds according to written instructions by Bank Sponsor to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Mitigation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Mitigation Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Mitigation Credits by all local, state or federal jurisdictional agencies.

4. The Mitigation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise the right to purchase the Mitigation Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph D above, the Bank Sponsor shall comply with the terms and conditions of the Bank Enabling Instrument regarding reporting requirements to the CDFW, San Diego River Conservancy as easement holder, San Diego Foundation, as endowment holder, and Owners.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BANK SPONSOR:

By: _____ Date: _____

PROJECT APPLICANT:

By: _____ Date:

APPROVED

Willow Road Conservation Bank

This Agreement fulfills a portion of the Project Applicant's proposed _____ habitat conservation measures, as described in the Service's Biological Opinion; Service File Number dated _____.

By: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

[Provide project description on next page]

Exhibit "B"

BILL OF SALE

Contract # *[Bank Sales Number]*

Service File # _____

[Other Agency file number, if applicable]

In consideration of \$_____, as the purchase price and \$_____ as the endowment, receipt of which is hereby acknowledged, [*TBD*] does hereby bargain, sell and transfer to _____ (Project Applicant), credits in the Willow Road Conservation Bank in San Diego County, California, developed, and approved by the California Department of Fish and Wildlife.

_____ (Credit Owner) represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

_____ (Project applicant) covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

By: _____

Exhibit "C"
Willow Road Conservation Bank
_____ *[type of credits]* **CREDITS:**

PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: _____

Address: _____

Telephone: _____

Contact: _____

PROJECT INFORMATION

Project Description: _____

Service File Number: _____

Species/Habitat Affected: _____

Credits to be Purchased: _____

Payment Amount: _____

Project Location: _____

County/Address: _____

PAYMENT INFORMATION

Payee: _____

Payer: _____

Amount: _____

Method of payment: Cash ____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____

(Signature)

Name: _____ Title: _____

Exhibit E-3

**Willow Road Conservation Bank
Credit Transfer Ledger**

RESOURCES

Resources Total Allocation of Habitat by Preservation Type	Chamise Chaparral	Coastal Scrub- Chaparral Scrub	Occupied Diegan Coastal Sage Scrub	Non-native Grassland	Total Habitat Preservation Acreage/Habitat
Total Acres/Credits	9.4	0.5	57.2	2.9	70(1)
Total Credits Released					

(1) Total combined credit sales not to exceed 70.0 acres

CLOSED SALES AND COMITTED SALES

CLOSED SALES STATUS

Buyer/Project Name	Chamise Chaparral	Coastal Scrub- Chaparral Scrub	Occupied Diegan Coastal Sage Scrub	Non-native Grassland	Credit Total	Project Jurisdiction
Total Closed Escrow						

REMAINING AVAILABLE CREDITS

<i>Buyer's Reserved Resources</i>	Chamise Chaparral	Coastal Scrub- Chaparral Scrub	Occupied Diegan Coastal Sage Scrub	Non-native Grassland	Credit Total	Project Jurisdiction
Total						