

JAMES L. BALL
County Recorder

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

State of California)
Wildlife Conservation Board)
1807 13th Street, Suite 103)
Sacramento, California 95814)

FD Fidelity Title Company

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Doc#: 2002-046152



Titles: 1 Pages: 18

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

Space Above Line for Recorder's Use Only

AGUA FRIA MULTI-SPECIES CONSERVATION EASEMENT DEED

THIS AGUA FRIA MULTI-SPECIES CONSERVATION EASEMENT DEED ("Conservation Easement Deed") is made this 16th day of MAY, 2002 by Dr. Donn R. Campion (who acquired title to portions of the Property described herein as either: (a) Donn Raymond Campion aka Donn Raymond Campion, an unmarried man as his sole and separate property, (b) Donn Raymond Campion or (c) Donn R. Campion, an unmarried man) ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in the County of Merced, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

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

C. The "Service" is the United States Fish and Wildlife Service within the United States Department of the Interior, which is authorized by Federal law to administer the Federal Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, and the Fish and Wildlife Act of 1956, 16 U.S.C. § 742(f) *et seq.*; and

D. The Property possesses significant ecological and habitat values that benefit endangered, threatened, and other rare or sensitive species (collectively, "conservation values"). These species and their habitats are of aesthetic, ecological, educational, historical and scientific value to Grantor, Grantee, the people of California and the people of the United States. The conservation values include, but are not limited to, habitat for the San Joaquin kit fox (*Vulpes macrotis mutica*) and burrowing owl (*Athene cunicularia*); and

E. Grantor, CDFG, and the Service have entered into the Agua Fria Multi-Species Conservation Bank Agreement dated 5-15, 2002, (together with its exhibits, the "Conservation Bank Agreement"), which sets forth the certain terms and conditions pursuant to which Grantor shall convey to Grantee this Conservation Easement Deed over the Property. This Conservation Easement Deed provides protection for the Property pursuant to the terms of the Conservation Bank Agreement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property ("Conservation Easement").

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be preserved and/or restored in a natural condition in perpetuity in accordance with this Conservation Easement and the Conservation Bank Agreement and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitats in a manner consistent with the habitat conservation purposes of this Conservation Easement and the Conservation Bank Agreement.

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, enhance and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

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

(e) All present and future development rights, except as specifically reserved to Grantor in Section 5 of this Conservation Easement.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited unless specifically provided for in the Agua Fria Multi-Species Conservation Bank Habitat Management Plan (the "Management Plan") attached to the Conservation Bank Agreement and incorporated by this reference:

(a) Unseasonal watering, use of herbicides, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Grazing (except grazing provided for in the Management Plan) or use of off-road vehicles;

(c) Surface entry for exploration or extraction of minerals;

(d) Erecting of any building, billboard, or sign;

(e) Depositing or accumulation of soil, trash, ashes, garbage, waste, bio-solids or any other material;

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

(g) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(h) Otherwise altering the general topography of the Property, including building of roads (provided, however, that nothing herein shall prohibit customary routine County maintenance of existing roads);

(i) Removing, destroying, or cutting of vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(j) Any legal or de facto division, subdivision or partitioning of the Property, including without limitation recording of a subdivision plan, partition, or any other division of any existing legal parcel of the Property into two or more parcels;

(k) Paving or otherwise covering of the Property with concrete, asphalt, or any other impervious paving material; and

(l) Transferring any water right required to protect, sustain or restore the biological resources of the Property.

4. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. **Reserved Rights.** Grantor reserves to himself and to his personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement.

Despite any contrary provision of this Conservation Easement, to the extent allowed by law, and subject to the provisions of the Conservation Bank Agreement, portions of the Agua Fria Multi-Species Conservation Bank site (of which the Property is a part), as identified below, may be used for the purposes described below with the prior written consent of CDFG and the Service (unless otherwise specified below). All land uses listed below will require compliance with all applicable federal, state and local laws, regulations, guidelines, codes, ordinances, orders and requirements, as well as adequate compensation/mitigation:

(a) Installation of updated wind-power turbines associated with existing turbine locations within the NW 1/4 of Section 29 and the NE 1/4 of Section 30. Siting of new wind turbines upon the central ridgeline within the NW 1/4 of Section 32. Removal of outdated towers, foundation heads, turbines, transformers, and overhead poles and lines as is feasible.

(b) Utilization of an existing 40 megawatt transformer substation within the NW 1/4 of Section 29 within a 5 acre land area.

(c) Construction of 80 to 1000 megawatt "peaker generation facilities" within a 20 to 80 acre land area.

(d) Construction of a 500 to 1000 megawatt “base load generation facility” within a 40 to 80 acre land area.

(e) Grazing provided for in the Management Plan.

No more than two new power generation facilities shall be permitted on the Agua Fria Multi-Species Conservation Bank site, and power generation facility land uses on the Agua Fria Multi-Species Conservation Bank site shall not exceed a total of 160 acres in the aggregate. The actual siting, design, and construction procedures for any power generation facility and its associated access, overhead and subsurface lines and connections are subject to review and approval as provided in the Conservation Bank Agreement.

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

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee’s rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee’s remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee’s remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive.

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

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

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

6.3 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

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

7. Fence Installation and Maintenance. Grantor shall maintain the existing barbed-wire fence around the Property to protect its conservation values. Grantor shall maintain and manage the Property as required by the Conservation Bank Agreement.

8. Access. This Conservation Easement Deed 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 Property. Grantor agrees that Grantee shall have no duty or

responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished at or for use on the Property.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligations specified in Sections 4, 9, and 9.1; and (3) the existence or administration of this Conservation Easement.

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

10. Assignment. This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantee shall require the assignee to record the assignment in Merced County, State of California.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Service of the intent to transfer any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

12. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Dr. Donn R. Campion
15280 Bohlman Road
Saratoga, CA 95070

To Grantee: Department of Fish and Game
San Joaquin Valley - Southern Sierra Region
Attn: Regional Manager
1234 E. Shaw Avenue
Fresno, California 93710

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

To Service: United States Fish and Wildlife Service
Sacramento Fish and Wildlife Office
2800 Cottage Way, W2605
Sacramento, California 95825
Attn: Field Supervisor

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

13. **Amendment.** This Conservation Easement may be amended by Grantor and Grantee, or their respective successors and assigns, by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Merced County, State of California.

14. **Funding.** Pursuant to the Conservation Bank Agreement, Grantor will provide funding to Grantee for the perpetual maintenance and long-term management of the Property in accordance with this Conservation Easement and the Conservation Bank Agreement.

15. **Additional Easements.** Grantor shall not grant any additional easements, rights-of-way or other interests in the Property, other than a security interest (mortgage

or deed of trust) that is subordinate to this Conservation Easement Deed, or grant or otherwise abandon or relinquish any water right or agreement associated with the Property, without the prior written authorization of Grantee and the Service. Such authorization will not be unreasonably withheld unless Grantee or the Service determines that the proposed interest or transfer will interfere with the use of the Property as habitat suitable for federal or state-listed species or other federal or state-protected species. This Section 15 shall not prohibit the transfer of fee title or a leasehold interest in the Property that is subject to the terms of this Conservation Easement and complies with Section 11.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the internal laws of the State of California, the Federal Endangered Species Act, and other applicable Federal laws.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This instrument and the Conservation Bank Agreement together set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13. The provisions of this Conservation Easement and the Conservation Bank Agreement are intended to complement one another and shall be interpreted as being consistent wherever possible. If, however, there is a conflict between this Conservation Easement and the Conservation Bank Agreement, the provision giving the greatest effect to the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815 *et seq.* shall govern and control.

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

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

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

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

(i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) **Third-Party Beneficiary.** Grantor and Grantee acknowledge that the Service is a third party beneficiary of this Conservation Easement with the right of access to the Property and the right to enforce all of the provisions of this Conservation Easement Deed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

GRANTOR:

**Dr. Donn R. Campion
15280 Bohlman Road
Saratoga, CA 95070**

Dr. Donn R. Campion
Dr. Donn R. Campion

Donn Raymond Campion
**Donn Raymond Campion aka
Donn Raymond Campion, an
unmarried man as his sole and
separate property**

Donn Raymond Campion
Donn Raymond Campion

Donn R. Campion, an unmarried man
Donn R. Campion, an unmarried man

APPROVED AS TO FORM:

**State of California
Department of Fish and Game**

Michael R. Valentine, General Counsel
By *Ann S. Malcolm*
**Ann S. Malcolm
Deputy General Counsel**

I hereby certify that all conditions for exemption have been complied with and this document is exempt from Department of General Services approval.
WILDLIFE CONSERVATION BOARD
By *[Signature]*
(authorized signatory)

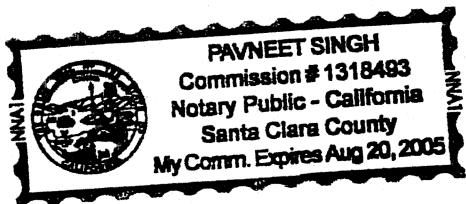
ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
 County of Santa Clara } ss.

On 05/16/02 before me, PAVNEET SINGH,
(DATE) (NOTARY)
 personally appeared Dr. Donn R. Cambion
SIGNER(S)

personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pavneet Singh
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

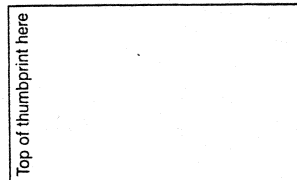
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
 OF
 SIGNER



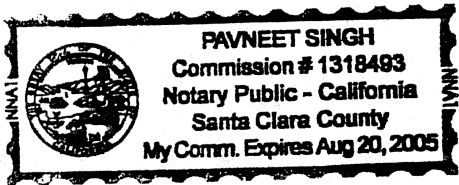
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(DATE) (NOTARY)
personally appeared Donn Raymond Campion
SIGNER(S)

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Pavneet Singh
NOTARY'S SIGNATURE

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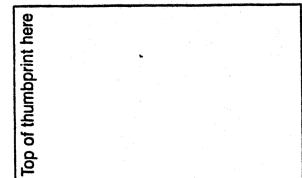
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State of California }
 County of Santa Clara } ss.

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personally appeared Denn Raymond Cambion aka

personally known to me as his sole and separate property OR Denn Raymond Cambion (unmarried man) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pavneet Singh.
NOTARY'S SIGNATURE

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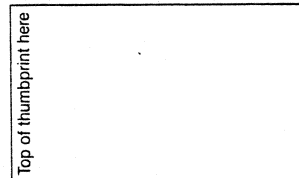
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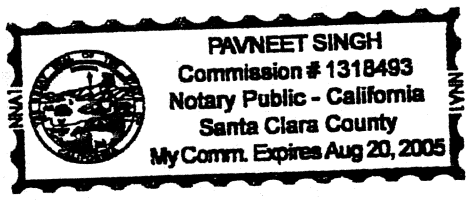
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personally known to me - OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pavneet Singh
NOTARY'S SIGNATURE

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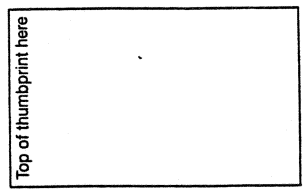
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RIGHT THUMBPRINT
OF
SIGNER



**Agua Fria Multi-Species
Conservation Bank
Merced County**

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated May 16, 2002, from Donn R. Campion, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Fish and Game Commission, Department of Fish and Game, Resources Agency, State of California, adopted on February 9, 2002, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: 

Al Wright
Executive Director
Wildlife Conservation Board

Date: 9/12/02

Exhibit "A"

(Description of the property in **Phase 1** "Conservation Easement Deed" the Property)

Parcel 1, as shown on the Parcel Map filed September 17, 1980 in book 43 of Parcel Maps, Page 32, Merced County Records, and being a portion of the North half of Section 30, Township 10 South, Range 9 East, M.D.B.&M.

Excepting therefrom the Northerly 40 acres as conveyed to the State of California by Grant Deed recorded March 4, 1994, in Volume 3209, Official Records, Page 820, Merced County Records.

Assessor's Parcel No: **078-190-038**

The property described above is illustrated in the attached Exhibit A map as Parcel "C".

