

RECORDING REQUESTED BY:
CITY OF REDLANDS



LARRY WALKER
Auditor/Controller – Recorder

R Regular Mail

Doc#: 2009-0204215



Titles:	1	Pages:	31
Fees	0.00		
Taxes	0.00		
Other	0.00		
PAID	\$0.00		

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

(Space Above Line for Recorder's Use Only)

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 3rd day of March, 2009, by the City of Redlands ("Grantor") in favor of the Redlands Conservancy ("Grantee"), a non-profit corporation, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in the City of Redlands, County of San Bernardino, State of California, designated as Assessor's Parcel Numbers 0175-011-77 and 0176-011-76 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

B. The Property possesses scenic, wildlife and habitat values (collectively, "Conservation Values") of great importance to Grantor and Grantee and the residents of the City of Redlands;

C. Grantor and Grantee desire to maintain and enhance the Conservation Values of the Property through the grant of this Conservation Easement and Grantee's restoration of wetlands habitat on the Property;

D. Grantee is authorized to hold this Conservation Easement pursuant to Civil Code Section 815.3, and other provisions of California law.

COVENANTS, TERMS, CONDITION AND RESTRICTIONS

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

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. The Conservation Values of the Property and its current use and state of improvements are described in a Baseline Report, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference. The Baseline Report may be used by Grantee to establish that a change in the use or character of the Property has occurred. Grantor intends that this Conservation Easement will confine the use of the Property to preservation and enhancement of the Conservation Values, as described in the Baseline Report, including, without limitation, those involving the preservation and enhancement of native species and their habitat, and the restoration of wetlands, in a manner consistent with the habitat conservation purposes of this Conservation Easement

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

(a) To preserve, protect and enhance the Conservation Values of the Property, including, but not limited to, by planting a citrus border along San Timoteo Canyon Road and by restoration of wetlands habitat on the Property in accordance with the Management Guidelines set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference;

(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 authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such 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; and

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

(e)

Grantor hereby agrees to abide by the Management Guidelines for so long as this Conservation Easement remains in effect. The Management Guidelines may be amended by the mutual consent of Grantor and Grantee.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited.

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.

5. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement. Grantor further specifically reserves the right to grant utility easements over and under the Property for utility purposes, provided that such easements are not inconsistent with the conservation properties of this Conservation Easement.

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 fifteen (15) business days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) business days to complete and Grantor fails to begin the cure within the fifteen (15) business-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 or for any injury to the Conservation Values of the Property, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability 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 damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including, but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

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

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement, in the event of any breach of any term of this Conservation Easement 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 (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

7. Costs and Liabilities. Except as specifically otherwise provided in Exhibit "B", which is attached hereto, 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. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals 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 statutes, ordinances, rules, regulations, orders and requirements.

7.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligation incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

7.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and collectively, "Indemnified Parties") from any against any all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any negligent act or omission of Grantor related to or occurring on or about the Property, (2) the obligations specified in Section 4; and (3) the existence of this Conservation Easement.

7.3. 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.

8. Assignment. This Conservation Easement is transferable by Grantee, 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 the County of San Bernardino.

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

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

To Grantor: City Clerk
 City of Redlands
 PO Box 3005
 Redlands, CA 92373

To Grantee: Executive Director
 The Redlands Conservancy
 P.O. Box 855
 Redlands, CA 92373

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

11. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual 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 San Bernardino County, State of California.

12. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 11 hereof.

(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 shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

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

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

(i) No Hazardous Materials Liability. Grantor represents and warrants that is has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 7.2, Grantor agrees to indemnify, protect and hold harmless the Indemnified Parties

(defined in Section 7.2) against any and all Claims (defined in Section 7.2) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

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 any of the following:

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

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*); the Hazardous Waste Control Law (California Health and Safety Code Section 25100 *et seq.*); and the Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*); and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, regulation or orders now in effect or enacted after the date of this Conservation Easement.

The term "Environmental Laws" includes, without limitation, any federal, state, local, or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

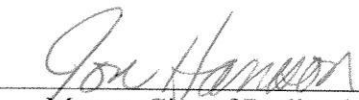
(j) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property which have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 12(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement.

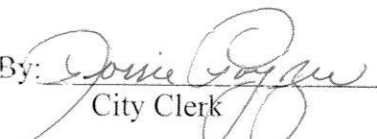
(l) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced,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

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

GRANTOR

By: 
Mayor, City of Redlands

ATTEST:

By: 
City Clerk

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on March 3, 2009, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison, Mayor and Lorrie Poyzer, City Clerk who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By:

Teresa Ballinger

Teresa Ballinger, Assistant City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

☐ **Individual(s) signing for oneself/themselves**

☐ **Corporate Officer(s)**

Title(s) _____

Company _____

☐ **Partner(s)**

Partnership _____

☐ **Attorney-In-Fact**

Principal(s) _____

☐ **Trustee(s)**

Trust _____

☒ **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

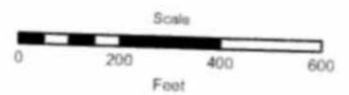
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Conservation Easement Deed; APNs: 0175-011-77 and 0176-011-76
Date of Document: March 3, 2009
Signer(s) Other Than Named Above: None

Redlands Conservancy Conservation Easement Parcels

EXHIBIT "A" Legend

-  Conservation Easement
Parcels
-  City Limits

This map was produced by the City of Redlands,
Geographic Information System.
The City of Redlands assumes no warranty or
legal responsibility for the information contained
on this map.
The data used to generate this map is dynamic
in nature, therefore the information shown may
or may not be the most current.



City of
Redlands
Information Technology Services Department
Geographic Information Systems

January 22, 2009

wo743ConservationEasementParcels.mxd

EXHIBIT A

BASELINE REPORT

~ Redlands Conservancy ~
PO Box 855, Redlands CA 92373; (909) 792-1800;
www.redlandsconservancy.org

BASELINE REPORT
For
CONSERVATION EASEMENT, #3
SAN TIM WETLANDS PARCEL

A Conservation Easement on one 13.33-acre parcel, APN 0175011770000, known as Parcel 1, and one 6.53 acre parcel, APN 0175011760000, known as Parcel 2, located east of San Timoteo Canyon Road, north of San Timoteo Creek in Redlands, California, owned by the City of Redlands, for the purpose of surveying, restoring, and maintaining a 1.2 acre wetlands existing at the extreme west end of Parcel 1 and preserving the parcels' conservation values in perpetuity.

Date prepared: December, 2008

Prepared by: Sherli Leonard, Executive Director,
Redlands Conservancy

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Page 11: Hydrology

Page 12: Vegetation

Page 13: Wildlife

Page 14: Historic Values

Appendix A: Photographs, Map

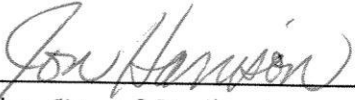
Appendix B: Biological Survey and Map

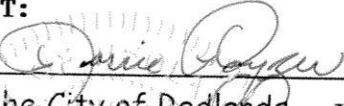
Page 3: Owner Acknowledgement Statement

The No. 3 Easement is located on two parcels belonging to the City of Redlands: Parcel 1 is an odd-shaped 12-acre parcel, APN 0175011770000; Parcel 2 is an odd-shaped 6.6 acre parcel, APN 0175011760000, contiguous with Parcel 1, adjoined on Parcel 1 north boundary and Parcel 2 south boundary. It includes land bordered on the south by the San Bernardino County Flood Control right of way, along the north side of San Timoteo Creek, extending east from a nexus with San Timoteo Canyon Road, and spreading onto the hillsides partially covered by California coastal sage scrub. The easement covers the entire land of both parcels.

The easement includes a one-acre (approximate) wetlands.

Owner signatures:



For the City of Redlands – Jon Harrison, Mayor
ATTEST:


For the City of Redlands – Lorrie Poyzer, City Clerk

March 3, 2009

Date

April 2, 2009

Date

Page 4: Summary Information

Land owners: City of Redlands

Zoning: City of Redlands: The west portion of the parcels is in A-1 zone, Agricultural District, minimum 5 acres; the east portion of the parcels is in R-A zone, Residential Estate District, minimum lot size 20,000 sq. ft.

Directions: The parcels lie in the southwest quadrant of the City of Redlands, adjoining at the west end San Timoteo Canyon Road, spreading south and east along the San Bernardino County Flood Control right of way on the north side of San Timoteo Creek.

Conservation Values: The primary conservation value of Conservation Easement #3 is the natural habitat of the small wetlands for riparian flora and fauna.

Supporting Government Policies: The City of Redlands' General Plan establishes guiding and implementing principles which recommend the protection of wetlands and riparian habitat. (Section 7.0, Open Space Element of the General Plan: specifically, Section 7.21e)

Statement of how the property qualifies as a tax-deductible conservation easement donation: Not applicable.

Conservation Easement Restrictions and Reserved Rights:

Grantee may conduct reasonable activities to survey, restore, and maintain the wetlands area (see management plan) and to promote the public enjoyment of the wetlands and the remainder of the properties, including but not limited to survey and study, non-native plant removal, native plant re-planting, and peripheral trail construction for access and observation.

Grantee may conduct reasonable activities to survey, restore and maintain the natural environment of the remainder of the property.

Grantee may not build or construct any structures on the property except as are necessary to fulfill the purpose of this easement. Proposals for any building or constructions must be submitted to the City of Redlands for approval.

Grantor may not charge any fee for entry to the Conservation Easement #3 land, nor build or construct any structures on the easement land except as provided in the Management Plan (Exhibit A), nor restrict access to the easement land.

All restrictions and reserved rights detailed in the Conservation Easement Deed pertain to the entire property of both parcels.

The Parcel 1, APN 0175011770000, was donated to the City of Redlands by Lois Lauer as a condition of approval for an infill residential development on the Smiley Ridge above the property. The Parcel 2, APN 0175011760000, was purchased by the City of Redlands in 2007. The City has allowed the properties to remain undeveloped.

In 1998, the USACE subjected the property to construction of a flood control project to minimize downstream flood liability from the San Timoteo Creek. In the process, ACE interrupted the water supply to the wetlands, resulting in severe damage to the native flora and fauna. The EPA directed the ACE to restore the wetlands. This work was completed with unsatisfactory results and the current state of the wetlands exhibits serious problems.

The purpose of this Baseline Report is to establish the existing condition of the land and immediate environment involved in the Conservation Easement #3 in order to plan for its protection, restoration, and conservation.

Located in the riparian corridor of the San Timoteo Creek in Redlands, the easement land has a significant conservation value as a habitat for riparian flora and fauna. It is one of only two wetland areas within the city limits of Redlands.

Information for this Baseline Report was acquired through a biological survey conducted by the Santa Ana Watershed Association, interviews with community members and immediate neighbors active in the preservation of San Timoteo Canyon and Creek, and a review of City of Redlands documents.

Page 6: Land Uses and Management

Long before the community of Redlands was settled in the 1880s, the San Timoteo Canyon was used as a travel corridor by the Native Americans and by Spanish ranchers. The San Timoteo Creek received its year-round water supply from the San Bernardino Mountains near present-day Cherry Valley, and from Yucaipa Creek which enters the creek from Live Oak Canyon. The parcel lands not part of the wetlands was most likely used to graze cattle and sheep. Since the mid twentieth century, the easement land has been unused.

Immediately west of the parcel land, on the west side of San Timoteo Canyon Road, the Brookside Winery was established in the mid 1880s, and wine grapes and citrus were grown there until 1916 after which the area was used exclusively for citrus groves. The area continues to host several acres of groves, and the original Brookside Winery house and barn still stand in relatively good condition. Native Americans and Chinese laborers worked and lived on that property.

San Timoteo Canyon Road, which passes on the west edge of the easement lands, was used as early as the 1910s for automobile races as drivers made their way, day and night, between Los Angeles and Palm Springs. From the 1880s through the 1920s, stage coaches carried travelers from the Santa Fe Trail to Los Angeles along the San Timoteo Canyon Road. Where there were stage coaches, there were bandits, and more than a few stopped the coaches at gun point for some ill-gotten gains.

Since the City of Redlands acquired the land, it has remained undeveloped.

Page 7: Structures and Improvements

No structures of any kind exist on the easement land.

No apparent easements encumber the easement land.

No water or mineral rights encumber the easement land.

Page 8: Conservation Values

The primary conservation value of this conservation easement is the natural habitat for riparian flora and fauna. The small wetland is one of only two wetlands in the City of Redlands, and is readily accessible to the public for educational opportunities.

The Site Assessment completed by the Santa Ana Watershed Association follows.

"The survey site includes the riparian portion of the area depicted in the attached aerial map, adjacent to the San Timoteo Creek flood control channel.

The survey portion of the site is mostly inundated by a steady inflow of water from an underground pipe of unknown origin that dumps into the site. There is an outflow that empties into the San Timoteo flood control channel, but the outflow was significantly less than the inflow during our visit. There is some erosion where the wetland abuts San Timoteo Canyon Road. The street drain appears to be clogged, which may explain the erosion.

Vegetation:

The site contains wetland vegetation typical to the region, including a small amount of upland shrub species and non-native grasses. Native vegetation includes Black, red and narrow-leaved willow (*Salix sp.*), mulefat (*Brassica salicifolia*), and cattails (*Typpha sp.*). Non-native plant species in addition to grasses include a Mexican fan palm (*Washingtonia robusta*), Tamarisk (*Tamarix sp.*) and Brazillian pepper trees (*Schinus sp.*). The Redlands Conservancy Wetlands Project site is bordered by a residential area with a disked field north of the wetland, the flood control channel to the south and San Timoteo Canyon Road to the west. The eastern boundary of the wetland contains a swale to an ephemeral drainage that appears to flow into the wetland and additional open space along the south-facing slopes.

Avian Species:

Eleven different avian species were detected in the wetland (See Table 1 of Exhibit A). All species observed are commonly found wintering in this region. Individual members and diversity are low at this site, but that is expected because the wetland is small (about one acre) and isolated from the riparian habitat upstream by the flood control channel. Additional species would undoubtedly occur at this site during nesting season. For example, the red-winged blackbird (*Agelaius phoeniceus*), was absent from this winter survey, but is known to occur here during nesting season."

(See attached biological survey, Exhibit A.)

Page 9: Physical Description

The easement land is located in the south canyon area of the City of Redlands in the County of San Bernardino, approximately 60 miles due east of Los Angeles, in a region known as the Inland Empire. The land approximates 1,600 feet elevation.

The climate features Mediterranean influences, becoming progressively xeroplupctic eastward. The climate is characterized by winter frontal storms and summer heat stress. The average annual temperature is listed at 62.8 degrees Fahrenheit, with normal ranges from 30 degrees in the winter to 105 degrees in the summer. The precipitation norm is 13.74 inches, with 95percent of the rain coming in November to April. Summer heat stress favors a fire-adapted ecosystem.

Page 10: Geology and Landforms

The land around the Conservation Easement is characterized by high ridges on northeast and southwest sides of a broad and flat canyon which opens into an alluvial fan plain immediately west of the easement land. The soils around are characterized by Hanford Coarse Sandy Loam and Saugus Sandy Loam on the hillsides. When the soil is dry, it can become cemented. Most of alluvial horizons show intense stratification and were deposited as a pluvial erosional feature during early Holocene. The area is located approximately 1 mile north of the San Jacinto Fault.

Page 11: Hydrology

The fauna in the area around the Conservation Easement indicates spring flooding-summer drought cycles. The easement land generally receives no continuous water flow, although the small wetland receives a continuous water supply from irrigation run-off.

Page 12: Vegetation

The vegetation of the area around the Conservation Easement is dominated by Mediterranean types of modrotertiery origin, and much of the vegetation has been modified.

The south-facing slopes are dominated by grasslands, especially *Avena barbata*, an introduced grass which is gradually replacing the native needle grasses. The increased fire frequency due to man seems to be the major factor.

The wetland site contains vegetation typical to the region, including a small amount of upland shrub species and non-native grasses. Native vegetation includes Black, red and narrow-leafed willow, mulefat, and cattails. Non-native plant species in addition to grasses include a Mexican fan palm, Tamarisk, and Brazilian pepper trees. (See Appendix B for complete listing of proper names.)

Page 13: Wildlife:

Avian wildlife sighted on the easement land during the survey includes species typical of riparian habitat in this region. Eleven different avian species were detected in the Wetland, all of which were typical of species commonly found wintering in this region. See Appendix B, site assessment.

Page 14: Historic Values

Not relevant.

Appendix "A"

This appendix includes Color Photographs Numbered 1-10 and an Aerial Map showing the 1.11 acres of land that is the subject of this Conservation Easement.

The photographs are not scannable and are available for review in the Redlands' City Clerk's Office, 35 Cajon Street, Redlands CA (909) 798-7531

Appendix A: Photographs and Photo Points Map

(Map attached)

1. Photo at northwest corner of wetlands, looking southeast:



2. North edge, looking, southwest:



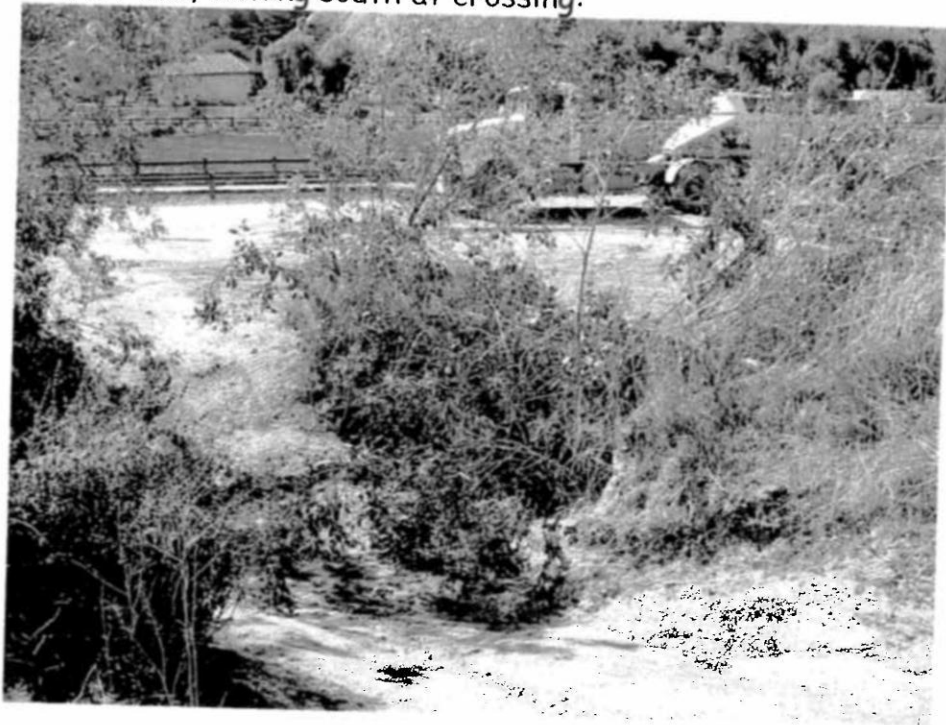
3. North edge, looking southwest:



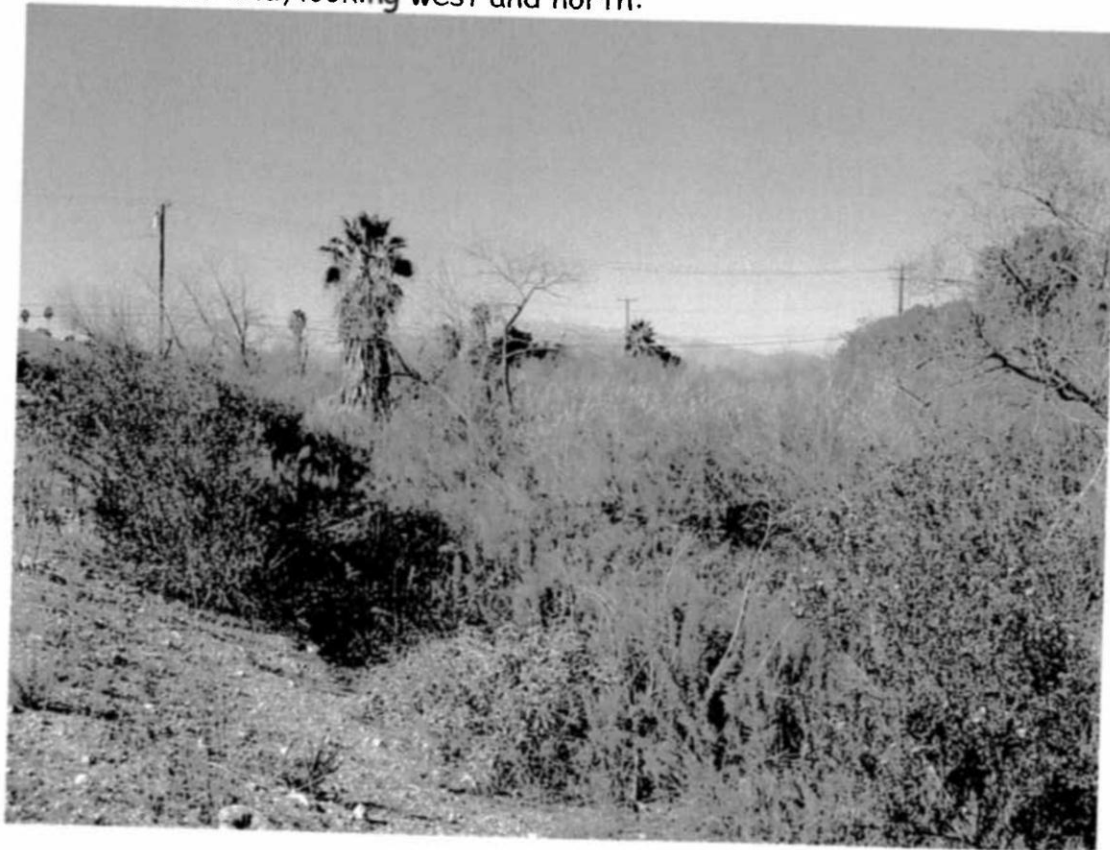
4. Northeast end, looking west:



5. East end, looking south at crossing:



6. Southeast end, looking west and north:



7. South edge, looking north:



8. South edge, looking west:



9. West edge, looking east:



10. South of wetlands, looking east, showing possible encroachment of County Flood Control road on easement property:



Appendix B: Site Assessment prepared by Santa Ana Watershed Association



Redlands Conservancy Wetlands Project Site Assessment December 2, 2008

Introduction

The Redlands Conservancy Wetlands Project is located east of San Timoteo Canyon Road and north of the flood control channel, in the city of Redlands, San Bernardino County, California. The U.S.G.S. Quadrangle map location is within range R.3 W. and township T. 2 S., Section 4 of the Redlands, Calif. Quad. The survey site includes the riparian portion of the area depicted in the attached aerial map (Attachment 1), adjacent to the San Timoteo Creek flood control channel.

The survey portion of the site is mostly inundated by a steady inflow of water from an underground pipe of unknown origin that dumps into the site. There is an outflow that empties into the San Timoteo flood control channel, but the outflow was significantly less than the inflow during our visit. There is some erosion where the wetland abuts San Timoteo Canyon Road. The street drain appears to be clogged, which may explain the erosion. The site contains wetland vegetation typical to the region, including a small amount of upland shrub species and non-native grasses. Native vegetation includes Black, red and narrow-leaved willow (*Salix sp.*), mulefat (*Brassica salicifolia*), and cattails (*Typha sp.*). Non-native plant species in addition to grasses include a Mexican fan palm (*Washingtonia robusta*), Tamarisk (*Tamarix sp.*) and Brazilian pepper trees (*Schinus sp.*). The Redlands Conservancy Wetlands Project site is bordered by a residential area with a disked field north of the wetland, the flood control channel to the south and San Timoteo Canyon Road to the west. The eastern boundary of the wetland contains a swale to an ephemeral drainage that appears to flow into the wetland and additional open space along the south-facing slopes.

Methodology

The survey was conducted by slowly walking the perimeter of the entire survey area and identifying every avian species observed by sight and sound. Observations of adjacent species were noted, as well as other taxa on-site. One survey was completed by Santa Ana Watershed Association (SAWA) biologists Melody Aimar and Allyson Beckman on 02 December, 2008 from 07:45 to 08:30, for a total of forty-five minutes. The sky was clear, with temperatures averaging 16.4 degrees Celsius, and there was no wind.

Results

Eleven different avian species were detected in the wetland (Table 1). All species observed are commonly found wintering in this region. Individual numbers and diversity are low at this site, but that is expected because the wetland is small (about one acre) and isolated from the riparian habitat upstream by the flood control channel. Additional species would undoubtedly occur at this site during nesting season. For example, the red-winged blackbird (*Agelaius phoeniceus*), was absent from this winter survey, but is known to occur here during nesting season.

Table 1
Redlands Conservancy Wetlands Project
Survey Observations

Avian Species	Scientific Name
Anna's hummingbird	<i>Calypte anna</i>
Nuttall's woodpecker	<i>Picoides nuttallii</i>
Black phoebe	<i>Sayornis nigricans</i>
Bushtit	<i>Psaltiriparus minimus</i>
Bewick's wren	<i>Thryomanes bewickii</i>
Ruby-crowned kinglet	<i>Regulus calendula</i>
Blue-gray gnatcatcher	<i>Polioptila caerulea</i>
Common yellowthroat	<i>Geothlypis trichas</i>
Yellow-rumped warbler	<i>Dendroica coronata</i>
California towhee	<i>Pipilo crissalis</i>
Song sparrow	<i>Melospiza melodia</i>
Total Birds Species	11
Adjacent Avian Species	Scientific Name
California thrasher	<i>Toxostoma redivivum</i>
White-crowned sparrow	<i>Zonotrichia leucophrys</i>
Other observations (observation by sight, burrows, or scat)	
Pacific treefrog	<i>Pseudacris regilla</i>
Coyote	<i>Canis latrans</i>
Audubon's cottontail	<i>Sylvilagus auduboni</i>

Potential Wetlands Near Reach 3B Mitigation

1.11 Acres

0 100 200 400 600 800 Feet

NAD 83
2/13/08 JL
Pot. Wetlands Fern
Map produced by JNCC

Appendix C: References

Site Assessment prepared by Santa Ana Watershed Association

City of Redlands General Plan, Open Space Element

"Survey of Biotic Resources of Live Oak Canyon," prepared by Prof. David Bixler

Interviews with residents adjacent to easement land.

Appendix D: Qualifications and Contact Information for Report Preparer.

This baseline report was prepared by Sherli Leonard, Executive Director for the Redlands Conservancy. As sole paid staff for the Conservancy, Leonard has been the only contact to work with biologic field experts, and thus has studied in practicum with these experts:

Dr. Timothy Krantz, Chair, Environmental Studies Department, University of Redlands
Al Kelly, field biologist and instructor retired, Yucaipa Unified School District
Lisa Pierce, Water Resources Institute, State University of California San Bernardino

Contact information:

Sherli Leonard, Executive Director, Redlands Conservancy
31534 Highview Drive
Redlands CA 92373
(909) 389-7810
sleonard@keyway.net

EXHIBIT B

MANAGEMENT GUIDELINES

EXHIBIT "B"

MANAGEMENT GUIDELINES

The following management guidelines for that certain property (the "Project") described in the Deed of Conservation Easement and Agreement, dated February 17, 2009, shall be binding upon the City of Redlands ("City"), as owner of the Property, and the Redlands Conservancy ("Conservancy"), as the holder of a conservation easement on the Property; shall apply only the Management Area ("Area"); and are established as a standard set of practices for the long term management and environmental preservation of the Property:

- A. The Area includes all of the land within the parcel lines of Parcel 0175011770000, and all of the land within the parcel lines of Parcel 0175011760000.
- B. The City and Conservancy shall jointly be responsible for the implementation and oversight of these management guidelines as set forth herein and as specified for each party.
- C. The prohibited activities within the Property are as follows:
 1. Travel of motorized vehicles, except for maintenance, educational purposes and emergency vehicle access.
 2. Removal of plant or mineral material resources except for scientific, maintenance or educational purposes. Removal proposals must be approved by the City and Conservancy.
 3. Introduction of any plant or mineral material within the Area, unless native to the San Bernardino valley. Introduction of any plants or mineral materials based on accepted criteria, shall be reviewed and approved by the City and Conservancy.
 4. Use of any firearms, for either hunting or target practice.

5. Trapping of native mammals and animals, except for approved scientific study.

Proposed trapping based on accepted criteria shall be reviewed and approved by the City and Conservancy.

6. Communication towers or similar structures.

7. Grazing of livestock or other animals.

8. The landing of all aircraft, including model aircraft except for emergency aircraft directly related to emergency situations. Model aircraft shall be prohibited from the airspace over the area.

9. Competitive recreational events, without the required review and approval of the City and Conservancy.

10. New structures, except for those directly related to educational or maintenance purposes. All new permissible structures shall required to be reviewed and approved by both the City and the Conservancy, and must adhere to all City codes.

D. Trails, trail access, rest areas, viewing areas, and trail staging areas within the Area shall be designed and installed by the Conservancy, with approval from the City, with consideration provided that shall include sensitive plants, animals and areas of active and potentially recovering areas of landscape. Only trails, rest areas, viewing areas, and trail staging areas that relate to the purpose of this conservation easement may be proposed and constructed.

E. All recreational use of the Area shall be restricted to the designated and signed trails, viewing areas, and roads.

F. Public use of biologically sensitive areas shall be restricted by appropriate signage or barriers, as reviewed and approved by the City and Conservancy.

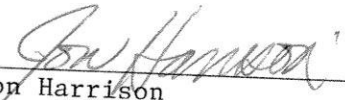
G. Recreation amenities including, but not limited to, picnic tables, drinking water service and shade structures, based on accepted criteria, shall be required to be reviewed and approved by the City and Conservancy.

H. The Conservancy shall prepare, within six months of the recording of this conservation easement deed, a scope and sequence for the restoration work to be completed for the wetlands area, and shall be responsible for the implementation of the work plan. The scope and sequence shall be subject to approval by the City. The restoration work shall include all reasonable efforts to remove non-native plants from the wetlands area, re-introduce native plants, and provide for the ongoing protection of native animal species living in the wetlands area.

The Parties have executed this Conservation Easement Management Plan on the dates set forth below.

Grantor:

City of Redlands

By: 
Jon Harrison

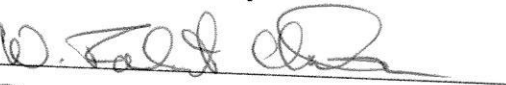
Its: Mayor

Date: March 3, 2009

ATTEST: 
Lorrie Poyzer, City Clerk

Grantee:

Redlands Conservancy

By: 

Its: PRESIDENT

Date: 2 APR 2009