

NOTARIA PUBLICA DEL BUFETE

Lcdo. Feliberto
Ramírez Toro

ABOGADO Y NOTARIO

CALLE SAN LORENZO NUM. 2
APARTADO 93
HORMIGUEROS, PUERTO RICO 00660
TEL. (787) 849-1788
(787) 849-1760
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DEED NUMBER: 25

ABOUT: VOLUNTARY CONSERVATION
EASEMENT

AS THE ONLY PART: MAYAGUEZ
CONSERVATION EASEMENT CORP.

AT LAJAS, PUERTO RICO

JUNE 22, 2010



**DEED NUMBER TWENTY FIVE (25)
VOLUNTARY CONSERVATION EASEMENT**

-----At Lajas, Puerto Rico, this June 22, 2010. -----

----- **BEFORE ME** -----

-----**FELIBERTO RAMIREZ TORO**, lawyer and notary with -- office at
93 San Lorenzo Street Hormigueros, Puerto Rico and -----resident of San
German Puerto Rico. -----

-----**PERSONALLY APPEARS** -----

----As the only part; **MAYAGUEZ CONSERVATION** -----
EASEMENT CORP. with Identification number 66-074-6985 a -
corporation organized and existing in accordance with the Laws of the
Commonwealth of Puerto Rico, with principal office at Lajas, - Puerto
Rico, represented by **MAGDA MERCADO SANTANA** of legal age,
married with Edison Lluch García, proprietor, and - having an address
on, Calle 65 de Infantería Norte, Suite number 2, Lajas, Puerto Rico
00667 hereinafter named as the "**Grantor**". As used herein, the term
"Grantor" shall include any and all heirs, successors, or assigns of the
Grantor, and all subsequent owners of the Property (as hereinafter
defined). The authority of **MAGDA - MERCADO SANTANA** to
represent the corporation is evidenced by a corporate certification
executed by the secretary of the corporation **ELYNETTE PEREZ**
LARACUENTE on this day, I, the notary give faith that I, personally
know the appearing part, and by his information and my belief, I give
faith of his legal age, status and resident. The appearing part assures to me
that he has the legal capacity and qualifications and having them to the
best of my knowledge, and belief herein, the grantor; -----

-----**EXPOSE AND WITNESSETH:**-----

-----**FIRST:** -----

WHEREAS, Grantor is the sole owner in fee simple title of certain lands
situate in *Guanajibo Ward, Mayaguez, Puerto Rico* , more particularly
described forward in this deed, and; -----

-----**WHEREAS**, Permit No. *SAJ-1990-00882 (WL-JCM)* of the U.S.
Army Corps of Engineers ("**Corps**") (hereinafter referred to as the



"Permit") authorize certain activities which affect waters in or of the Commonwealth of Puerto Rico, and waters of the United States; and; -----

-----WHEREAS, the permit require that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the Corps; and -----

-----WHEREAS, Grantor, in consideration of the issuance of the permit to construct and operate the permitted activity, and as an inducement to the Corps to issue the Permit, is willing to grant a perpetual Conservation Easement. -----

-----SECOND: -----

-----NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, **Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement upon the property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.** -----

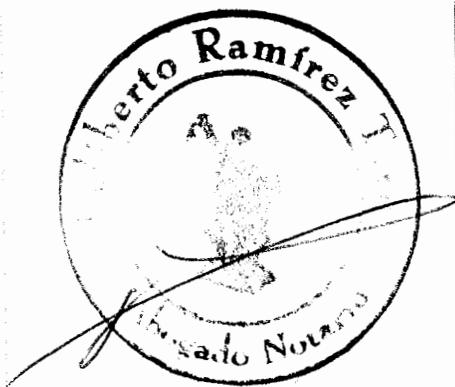
PROPERTY DESCRIPTION: -----

REMANENT: Lot of land located at Guanajibo Ward of the Mayagüez municipality, with a superficial area of **TWENTY FOUR ACRES AND TWENTY FIVE HUNDREDTH OF ANOTHER ACRE (24.25 acres)**, equivalent to **NINETHY EIGHTH THOUSANDS ONE HUNDRED THIRTY SIX SQUARE METERS WITH ELEVEN HUNDREDTH OF ANOTHER SQUARE METER (98,136.11 s.m.)**. Contiguous by its **NORTH** boundary, with succession of Josefa Ramirez de Arrellano lot of land, various residences, a lot of land to be segregate identified as lot "A", and state road number one hundred two (102); by its **SOUTH** boundary, with Oscar Bravo Gonzalez lot of land and Majagual channel of water; by its **EAST** boundary, with Majagual channel of water; and by the **WEST**, with a private residence, with the How road that separate the property from Urbanización San José and succession of Josefa Ramirez de Arrellano lot of land. -----

This property is the remanent from property number twenty thousands seven hundred thirty six (20,736) of the Public Register of Mayagüez, book number seven hundred thirty five (735), page number two hundred forty nine (249). -----

----- **TITLES** -----

-----Grantor is the owner of the property and it was acquired by Deed number twenty four (24) subscribed before public Feliberto Ramirez Toro on June 22, 2010. -----



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-----**THIRD:**-----

-----The scope, nature, and character of this Conservation Easement shall be as follows:-----

-----1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland areas that are to be restored, enhanced, or created pursuant to the Permits shall be retained and maintained in the restored, enhanced, or created condition required by the Permit.-----

-----2. **Rights of the US Army Corps of Engineers:** To carry out this purpose, the following rights are conveyed to the Corps by this easement:-----

----- a. The right to take action to preserve and protect the environmental value of the Property.-----

----- b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use; -

----- c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and-----

----- d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.-----

----- 3. **Prohibited Uses:** Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited on the Property:-----

----- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;-----



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----- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials; -----

----- c. Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permit, and except for the removal of nuisance, exotic, or non-native vegetation in accordance with a maintenance plan approved by the Corps; -----

----- d. Planting of nuisance, exotic, or non-native plants as listed The Department of Natural and Environmental Resources of the Commonwealth of Puerto Rico, or its successor; -----

----- e. Exploration for oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface, except as may be permitted or required by the Permit; -----

----- f. Surface use except for purposes that permit the land or water area to remain in its natural condition; -----

----- g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, and fencing, except as permitted or required by the Permit;-----

----- h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; -----

----- i. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance. -----

----- 4. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any Corps rule, criteria, permit, or the intent and purposes of this Conservation Easement.

----- 5. **Public Access:** No right or access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor further covenants not to convey any right or allow access to the general public to any portion of the Property. -----



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----- 6. **Liability:** Grantor shall be responsible for any costs or liabilities related to the operation, upkeep, and/or maintenance of the Property consistent with the purpose of this Conservation Easement. Grantor will assume all liability for any injury or damage to the person or property of third parties, which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold the Corps liable for any damage or injury that may occur on the Property. -----

-----7. **Real Property Taxes:** Grantor shall pay any and all real property taxes and assessments levied by competent taxing authority on the Property. -----

-----8. **Hazardous Waste:** Grantor covenants and represents that no hazardous substances or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks on the Property. -----

-----9. **Enforcement Discretion:** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of the Corps, and any forbearance on behalf of the Corps to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. -----

-----10. **Venue and Enforcement Costs:** Venue to enforce the terms of this Conservation Easement shall be in the Federal District Court for the District of Puerto Rico. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings, except that such costs shall not be recoverable against the Corps. In addition, if the Corps prevail in an enforcement action, the Corps shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the Permits. -----



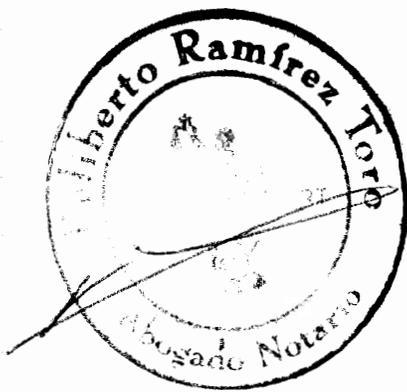
M. M. S.

-----11. **Recording in Land Records:** Grantor shall record this Conservation Easement in the official records property registry corresponding to where conservation easement is located. Grantor shall pay all recording costs and taxes necessary at any time to record this Conservation Easement in the public records. -----

-----12. **Assignment of Rights:** Grantor shall hold this Conservation Easement exclusively for conservation purposes. Grantor will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws, including the Commonwealth of Puerto Rico Conservation Easement Act of December 17, 2001, law number 183, as amended by law number 138, of June 4, 2004 and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantor shall notify the Corps of its intention to assign to a Grantee and said Grantee shall notify the Corps in writing of any intention to reassign this Conservation Easement to a new grantee and the Corps must accept the assignment in writing. The new grantee shall then deliver a written acceptance to the Corps. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument must be furnished to the Corps. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment. -----

-----13. **Transfer of Ownership:** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor shall provide a photocopy of the recorded Conservation Easement to the new owner to the Department and Corps, together with the requisite notice of permit transfer. -----

-----14. **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 personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property. -----



[Handwritten signature]

-----15. **Notices:** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest. ----

-----16. **Severability:** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved. -----

-----17. **Alteration or Revocation:** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors in interest.

-----18. **Controlling Law:** The interpretation and performance of this Conservation Easement shall be governed by the laws the Commonwealth of Puerto Rico, and Federal Laws applicable. -----

----**FOURTH:** -----

-----**TO HAVE AND TO HOLD** unto Grantor forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property. -----

----**FIFTH:** -----

-----**GRANTOR FURTHER COVENANTS** that Grantor is lawful owner of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that no mortgages or other liens exist; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever. ----

---- **SIXTH:** -----

----- Grantor executed this Voluntary Conservation Easement on this *day*.

----- **ACCEPTANCE** -----

----The appearing part accept this deed finding its terms and conditions a true statement of his will. -----



W.R.T.

----- **ADVISE** -----

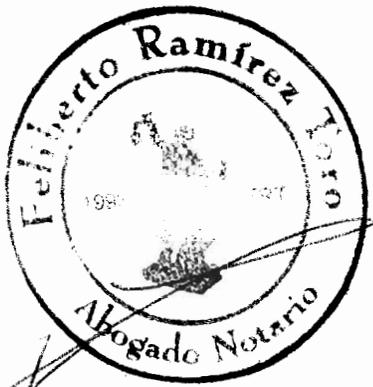
The undersigned public notary certifies that he had made to the appearing part all necessary legal admonitions. The part has refused his legal right to execute this document with a witness. -----

----- **READING AND GRANT** -----

---The appearing part have read and consent this deed, and place his initials in all pages, and sign the last page of this deed, and I, the notary give faith of everything else related with this public instrument, which I, sign, seal and stamp. -----

Yosye Mercedes Sentero

[Handwritten signature]



M.A.S.

ESCRITURA NUMERO VEINTISEIS (26)

ACTA DE SUBSANACION

---En la ciudad de Hormigueros, Puerto Rico, a los veinticuatro (24) dias
del mes de junio del año dos mil diez (2010)-----

---**FELIBERTO RAMIREZ TORO**, Abogado y Notario Público con
residencia en San German, Puerto Rico y oficina abierta en Hormigueros,
Puerto Rico -----

-----**EXPONE**-----

---**PRIMERO**: Que en la escritura número veinticuatro (24) otorgada el
dia veintidós (22) de junio de dos mil diez (2010) ante el notario fedante
sobre Compraventa, comparecio don Edison Lluich Garcia en
representación de Westernlake Development Corporation y como
compareciente de la segunda parte, doña Magda Mercado Santana en
representación de Mayagüez Conservation Easement Corp -----

--- **SEGUNDO** Que se usó el número de seguro social patronal de
Mayagüez Conservation Easement Corp -----

---**TERCERO**: Que el seguro social patronal de Mayagüez
Conservation Easement Corp. es sesenta y seis guión cero setenta y
cuatro guión seis mil novecientos ochenta y cinco (66-074-6985).-----

---**CUARTO**: Que solicitamos del Honorable Registrador que tome
conocimiento de este hecho. -----

---**QUINTO**. Yo el notario certifico haber hecho la correspondiente nota
de aclaración en el original de la escritura a la cual se refiere esta Acta
conforme al Artículo 29, párrafo 4 de la Ley Notarial -----

---**SEXTO**: Redactada esta ACTA para los propósitos ya expuestos de
constante personalmente todo lo antes consignado en este documento
público. YO, el Notario Público DOY FE -----



CERTIFICACION

Yo **Flynnette Pérez Laracuente** mayor de edad, soltera, propietaria y vecina de Lajas Puerto Rico, en mi caracter de Secretaria de **MAYAGUEZ CONSERVATION EASEMENT CORP.** una corporación organizada y existente de acuerdo a las leyes del Estado Libre Asociado de Puerto Rico.

Que en reunion de la Junta de Directores de la referida Corporacion, celebrada el dia veintidos (22) de junio de 2010, se tomo la siguiente RESOLUCION:

"SE AUTORIZA a doña **MAGDA MERCADO SANTANA**, mayor de edad, casada con Edison Lluén García, propietaria y vecina de Lajas, para que a nombre y en representación de **MAYAGUEZ CONSERVATION EASEMENT CORP.** proceda a comprar el remanente de la finca número 20,736, inscrita al folio 250, del tomo 735 de Mayagüez, bajo los términos y condiciones que estime apropiadas. Se autoriza además a otorgar una servidumbre de mantenimiento a perpetuidad (Conservation Easement) sobre dicha propiedad a favor del Cuerpo de Ingenieros del Ejército de los Estados Unidos (U.S Army Corps of Engineers) y a otorgar aquellos documentos públicos y/o privados requeridas para perfeccionar la transacción

Y para que así conste, expido la presente certificación, bajo mi firma y sello de la corporación, en Lajas, Puerto Rico, hoy veintidos (22) de junio de dos mil diez (2010)



Flynnette Pérez Laracuente
Flynnette Pérez Laracuente
SECRETARIA

AFFIDAVIT NUM: 15,401

Suscrita ante mí por la arriba firmante, de las circunstancias personales antes mencionadas y a quien DOY FE de conocer personalmente en Lajas, Puerto Rico, hoy veintidos (22) de junio de dos mil diez (2010)

