

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DIRECTOR OF PLANNING BUILDING AND CODE ENFORCEMENT AND THE CITY ATTORNEY 

DATE: NOVEMBER 15, 2011

SUBJECT: CONSERVATION EASEMENTS IN FAVOR OF THE PALOS VERDES PENINSULA LAND CONSERVANCY THAT ARE TO BE RECORDED AGAINST CITY-OWNED PROPERTIES WITHIN THE PALOS VERDES NATURE PRESERVE

REVIEWED: CAROLYN LEHR, CITY MANAGER 

RECOMMENDATION

Approve the form of the Conservation Easement and Authorize the Mayor to Execute the Conservation Easements on Behalf of the City.

BACKGROUND

In 1996, using State and County funds, the City purchased 155-acres of privately owned land that had previously been approved for residential development. The property, referred to as the Forrestal Parcel, was purchased for the purpose of conservation since it contained much state and federally protected habitat. On June 5, 2001, the City and the Palos Verdes Peninsula Land Conservancy (PVPLC) entered into an agreement for joint management of what was then referred to as the Forrestal Nature Preserve (which is now part of the greater Palos Verdes Nature Preserve).

In August 2004, the City Council adopted the Rancho Palos Verdes Natural Communities Conservation Plan (NCCP) which proposed the establishment of a significant habitat preserve in the City in exchange for allowing 50 years worth of City projects (and certain private projects) to impact protected habitat on as needed basis. The strategy behind the City approved NCCP was to create a Preserve through the dedication of existing City owned open space parcels and the acquisition of key privately owned parcels all of which would be managed by the PVPLC with assistance by the City and Wildlife agencies. Management of the City's Preserve by the PVPLC (with financial assistance from the City)

was an integral part of the NCCP, since it avoided the City having to create an endowment to fund ongoing Preserve management costs as is typically done with other NCCPs in the State.

Although the NCCP was approved by the City Council in 2004, approval of the NCCP by the Wildlife Agencies did not immediately occur primarily because the focus turned to acquiring 462-acres of open space owned by Barry Hon for inclusion into the Preserve.

The open space was eventually purchased by the City in 2005 with the following funds: \$11.5 million from the State, \$4 million from the PVPLC, \$1 million from LA County, \$400K from the City of RPV and \$100K from CSU Dominguez Hills.

In 2009, the City's efforts to acquire the Upper Filiorum open space culminated in the acquisition of 190 acres of additional Preserve land. This additional open space was purchased with the following funds: \$5.5 million from the State, \$600K from the City of RPV and \$400K from the PVPLC. Since this acquisition completed the City's NCCP Preserve, focus shifted back to updating and completing the final NCCP. The updated draft NCCP is currently undergoing its final review by the State and Federal wildlife agencies. Staff anticipates completion of the Final NCCP sometime in 2012.

DISCUSSION

The United States Fish and Wildlife Service and the California Department of Fish and Game ("Wildlife Agencies") require that a conservation easement be recorded against the properties that are to be placed within the NCCP Preserve. In addition, the California Coastal Conservancy and State Wildlife Conservation Board require that conservation easements be recorded on all open space properties purchased for conservation with state or federal funds.

The basic purpose of a conservation easement is to provide a document, which will be recorded against the title of the properties, that will restrict the uses of the properties to uses that are consistent with the open space and habitat conservation purposes for which the land is being acquired. The conservation easement will allow passive public use that is consistent with those conservation purposes. A conservation easement provides the entity that owns the easement with the ability to monitor the condition of the property to ensure that it is being properly used in accordance with the terms of the conservation easement and with the ability to enforce the terms of the conservation easement in a court of law or through a mediation/consultation process with the State and Federal Wildlife Agencies.

The NCCP requires that the PVPLC be the owner of all conservation easements recorded for Preserve properties owned by the City, and that the City be the owner of the conservation easement recorded on the sole Preserve property owned by the PVPLC. Because the Palos Verdes Peninsula Land Conservancy ("PVPLC") is managing the City-owned properties within the Preserve on behalf of the City, has been contributing to the cost of acquiring some of the properties that have been placed in the

Preserve, and has been assisting the City and the Wildlife Agencies with the development of the NCCP, having the PVPLC be the owner of the conservation easement on City owned lands makes a great deal of sense.

Once the NCCP is finalized and approved, the Wildlife Agencies want the same form of conservation easement in favor of the PVPLC recorded against all of the City's properties that will be enrolled into the NCCP Preserve. Although, management of the

Preserve properties by the City and PVPLC has been ongoing, the Wildlife Agencies will not consider the properties as formally enrolled in the Preserve until the standard conservation easement has been recorded on each property. The attached draft conservation easement would be the form of the conservation easement that will be recorded against all of the City-owned properties within the Preserve and will replace conservation easements that were recorded previously against some of the properties, such as the Switchback property and Shoreline Park. A list of all City-owned properties that will be placed in the Preserve and against which the draft conservation easement will be recorded is attached to this Staff report. The list was taken from the draft NCCP. Adopting a standard form of conservation easement in favor of the Land Conservancy is advisable, because one standard form with uniform provisions that governs the use of all City properties within the Preserve will be in place.

The reciprocal easement that will eventually be recorded on the sole Preserve property owned by the PVPLC will be pursued at a later time. The Wildlife Agencies will need to ultimately approve the language of both easements.

FISCAL IMPACT

The Conservation Easement does not require the City to pay any additional compensation to any party. Thus, other than the Staff and attorney time that was needed to negotiate and prepare the conservation easement on behalf of the City, there is no fiscal impact arising from the conservation easement.

Attachments:

List of all City-owned properties that will be placed in the Preserve and which will be subject to the standard Conservation Easement

Draft Conservation Easement

**List of City-Owned Lands that Will Be Placed into the Preserve
And Against Which the Conservation Easement Will Be Recorded**

**A. City-Owned Lands already Conserved by recorded conservation easements
(924.8 acres)**

• **Switchbacks Parcel (94.5 acres)**

The City obtained this 94.5-acre parcel in 1979 from the developer of the adjacent Seacliff Hills tract to satisfy the developer's parkland dedication requirement. In 1997, in accordance with the Trump National (then known as the Ocean Trails project) HCP, the City allowed a conservation easement to be recorded over the entire property and Trump National was allowed to use 21 acres of this property for habitat enhancement/re-vegetation related to the project's HCP. However, due to concerns raised by the City with the introduction of irrigation in close proximity to a known landslide area, in 2000 the Trump National HCP was amended to transfer 10 acres of required habitat re-vegetation from this property to the City's nearby Shoreline Park property, and to allow 11 acres of habitat enhancement on this property. The 11 acres of habitat enhancement on this parcel that was completed pursuant to the February 15, 2001 Habitat Enhancement Plan will be managed by Trump National pursuant to their approved HCP until their management responsibility is deemed complete by the Wildlife Agencies. Although Trump National will continue to be responsible for the ongoing management and monitoring of these 11 acres pursuant to the Development Agreement with the City, PVPLC may assume the management and monitoring of Covered Species on these 11 acres, if funded by Trump National.

• **Shoreline Park (47.8 acres of the 52.8-acre property)**

This property was acquired by the City in 1997 from Los Angeles County. As part of this deal, a conservation easement was recorded on the northern 20 acres of the property as mitigation for Trump National pursuant to the Trump National HCP. In 2000, in order to mitigate habitat impacts caused by the 1999 Ocean Trails landslide, Ocean Trails paid the City \$87,527 for the use of an additional 11.1 acres of the property for re-vegetation. As a result, a conservation easement was recorded on the remainder of the 52.8-acre property with the exception of a 100-foot wide fuel modification strip that runs along the boundary with the City of Los Angeles which has been estimated at 5 acres. The habitat on this parcel will be managed by Trump National pursuant to their approved HCP until their management responsibility is deemed complete by the Wildlife Agencies (i.e., CCC, CDFG, and USFWS). Once deemed complete, Trump National will continue to be responsible for the ongoing management and monitoring of this habitat pursuant to the Development Agreement with the City. PVPLC may assume the management and monitoring of Covered Species of this habitat if funded by Trump National.

- **Forrestal Parcel (154.9 acres)**
Using state and County funds, the City purchased this parcel for habitat preservation in 1996. A conservation easement has been recorded on the entire property. In 2004, the City approved the Forrestal Management Plan, which has been guiding the management of this property. With the dedication of this land to the Preserve, the Forrestal Management Plan will be superseded by the management requirements of this NCCP/HCP.
- **Portuguese Bend Parcel (398.1 acres of the 423.9-acre)**
Using state, County, City, and private monies raised by the PVPLC, the City purchased this 423.9-acre property in December 2005. Conservation easements have been recorded on 398.1 acres of the Portuguese Bend Parcel while 25.2 acres have been kept out of the Preserve to serve as a public-access point to the trail network within the Preserve and possibly an equestrian facility.
- **Agua Amarga Canyon (38.9 acres)**
Using state, County, City, and private monies raised by the PVPLC, the City purchased this 38.9-acre property in December 2005 along with the Portuguese Bend parcel. Conservation easements have been recorded on this parcel.
- **Upper Filiorum (190 acres)**
Using state, City, and private monies raised by the PVPLC, the City purchased 160 acres of this privately owned property in December 2009. In addition, the seller donated the remaining 30 acres of the property to the City for dedication to the Preserve as mitigation for any potential upland impacts on biological resources that may occur as a result of developing the adjacent 27-acre Plumtree property. Conservation easements have been recorded on the 190 acres.

B. City-Owned Lands Currently Not Conserved (389.2 acres)

- **Lower Point Vicente Property (6.1 acres of the 27.4 acre parcel)**
In 2004, the County deeded the 27.4-acre Lower Point Vicente property to the City. The City's Point Vicente Interpretive Center is located on this property. The only portion of this property that is proposed to be included in the Preserve is the coastal bluff area, which is the area between the mean high tide line and the bluff fencing. The Preserve area has been calculated as 6.1 acres using the City's GIS database.
- **Pelican Cove, formerly Fishman's Access Property (9.3 acres of the 10.5-acre parcel)**
In 2004, the County deeded the 10.5-acre Pelican Cove, Fisherman's Access property to the City. All of this property, except for the parking lot area located between the coastal

bluff and Palos Verdes Drive South, will be included in the Preserve. The Preserve area has been calculated as 9.3 acres using the City's orthographic maps.

- **Ocean Front Estates** (69 acres within the 70.5-acre open space area)
The City obtained 70.5 acres of open space in March 1999 from the developer of the Oceanfront Estates residential development to satisfy the developer's parkland dedication requirement. In February 1997, an interim take section 4(d) permit was issued to allow the residential development to begin construction. In accordance with the take permit, the developer was required to undertake habitat management responsibilities on 69 acres of the 70.5-acre property and restore 30 acres of coastal sage scrub and 3 acres of wetland habitat. The developer's habitat management responsibilities on the 69 acres were deemed complete by the Wildlife Agencies in 2006. In May 2007, the City authorized PVPLC to manage this habitat area for the City at a cost of \$15,000/ year (adjusted for annual inflation). The cost of this management is paid for by monies from a \$750,000 non-wasting endowment previously established by the Oceanfront Estates developer in 2001 and now held and controlled by the City. The primary management tasks covered by this endowment are fencing, habitat, and trail maintenance.
- **Abalone Cove Property** (70.8 acres of the 80-acre parcel)
The Abalone Cove property is owned by the City's Redevelopment Agency (RDA). The property was acquired by the RDA from the County of Los Angeles in 1987. Excluded from the Preserve are the Abalone Cove upper parking lot and adjacent picnic area and the lower parking lot and pre-school/lifeguard area. The proposed Preserve area has been calculated as 70.8 acres using the City's orthographic maps.
- **Coastal RDA Property** (45.1 acres)
This coastal parcel is owned by the City's Redevelopment Agency and was also purchased from the County in 1987. The entire 45.1-acre parcel is proposed to be dedicated to the Preserve.
- **Barkentine Property** (98.5 acres)
The 98.5-acre Barkentine Parcel was purchased by the City in 2001 with funds from the Los Angeles County Regional Park and Open Space District Specified Grant Program (1996 Proposition). The City proposes to dedicate the entire 98.5-acre property into the Preserve to ensure its conservation in perpetuity.
- **Del Cerro Buffer Property** (17.4 acres)
The City purchased this 17.4-acre property in 2003, which is located adjacent to the City's Del Cerro Park. The entire parcel is proposed to be dedicated to the Preserve as it will serve as a buffer between Del Cerro Park and the adjoining Upper Filiorum property.

- **Upper Point Vicente Property** (51.3 acres of the City's 73.3-acre property)

The City's Upper Point Vicente property consists of the following three (3) separate parcels: a 65.12-acre parcel that was deeded to the City by the federal government in December 1979 and is subject to a Program of Utilization, approved by the National Park Service, that dictates that the parcel be used solely for recreational and open space purposes; a 6-acre parcel that was purchased by the City from the federal government and deeded to the City in March 1979 for use as a civic center site; and a 2.23-acre parcel that was previously owned by the Palos Verdes Peninsula School District which was deeded to the City from the federal government in June 1987. Together these parcels make up 73.35 acres that are owned and controlled by the City. In addition, there is a 3.93-acre parcel that is owned by the U.S. Coast Guard and surrounded by the City parcels. These City and Coast Guard parcels total 77.28 acres. Based on the City's orthographic maps, 51.3 acres of the City's 73.35-acre property is proposed to be dedicated to the Preserve. Excluded from the Preserve are the 3.93-acre Coast Guard parcel (until formally included in the Preserve by the federal government) and a 22.05-acre, City-owned area that constitutes the level, disturbed, developed portion of the property. The 22.05-acre area includes the entirety of the 6-acre property, the entirety of the 2.23-acre parcel, and 13.82 acres of the 65.12-acre parcel that is subject to the Program of Utilization.

- **Crestridge Property** (16.7 acres)

The City's RDA purchased a 19.6-acre parcel at the corner of Crestridge Road and Crenshaw Boulevard in 2000 for the purpose of developing an affordable housing project. In March 2009, the City approved an affordable housing project on the site and in doing so subdivided the property into two parcels. The 2.9-acre development parcel will accommodate the affordable housing project including a fuel modification zone, and the 16.7-acre parcel will be dedicated to the Preserve.

- **Shoreline Park** (5 acres of the 52.8 acre property)

Approximately 47.8 acres of the property are presently conserved as mitigation for the adjacent Trump National golf course. The remaining 5 acres of the City property will also be dedicated to the Preserve.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Palos Verdes Land Conservancy
916 Silver Spur Road, Suite 108
Rolling Hills Estates, California 90274
Attn: Ms. Andrea Vona

[Space Above For Recorder's Use Only]

APN:

Recording
Fee: Exempt pursuant to California
Government Code Section 27383

CONSERVATION EASEMENT DEED

(Including Third Party Beneficiary)

THIS CONSERVATION EASEMENT DEED ("**Easement**") is made this _____ day of _____, 20__, by the CITY OF RANCHO PALOS VERDES, a California municipal corporation ("**City**" or "**Grantor**"), in favor of THE PALOS VERDES PENINSULA LAND CONSERVANCY, a California nonprofit public benefit corporation ("**Conservancy**" or "**Grantee**"), hereinafter collectively referred to as the "**Parties**," with reference to the following facts:

RECITALS:

- A. City is the owner in fee simple of certain real property located in the City of Rancho Palos Verdes, County of Los Angeles, State of California, and more particularly described in Exhibit 1, which is attached hereto and incorporated herein by this reference (the "**Property**").
- B. The Property possesses wildlife and habitat values (collectively, "**conservation values**") of great importance to Grantor, Grantee, the State of California, Department of Fish and Game ("**CDFG**"), and the people of the State of California.
- C. The Property provides high quality habitat for the California Gnatcatcher, the Coastal Cactus Wren, the El Segundo Blue Butterfly and the Palos Verdes Blue Butterfly and contains Coastal Sage Scrub Habitat ("**CSS**").

- D. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is qualified to do business in California, which has as its primary purpose the preservation of land in its natural, scenic, and open space condition.
- E. CDFG has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat 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.
- F. The California Department of Fish and Game, the United States Fish and Wildlife Service, the City of Rancho Palos Verdes and the Palos Verdes Peninsula Land Conservancy have been in the process of finalizing the Natural Communities Conservation Plan for the City (“NCCP”). The property that is subject to this Conservation Easement is to be enrolled in the NCCP Preserve. Exhibit 2, which is attached hereto and incorporated herein by this reference, sets forth activities and projects that may be undertaken by the parties hereto on the Property.
- G. The recordation of this Conservation Easement on the Property provides mitigation for certain impacts of the proposed projects that are identified in the NCCP, which are to occur within the City of Rancho Palos Verdes, County of Los Angeles, State of California.
- H. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein to preserve and protect in perpetuity the conservation values of the Property in accordance with the terms of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS 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 in perpetuity over the Property.

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition and to prevent any use of the Property that will 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 that are consistent with those purposes, as set forth herein, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats.

2. Grantee’s Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFG as a third party beneficiary of this Conservation Easement:

- (a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at any reasonable time in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFG or its designees, provided that neither Grantee nor CDFG shall 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;

(d) To use 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 for residential, commercial and industrial projects, which are allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Except as permitted in Exhibit 2, unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off-road vehicles for recreational purposes and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, except that grazing is permitted if done in accordance with a CDFG-approved grazing or management plan;

(d) Recreational activities that would adversely affect the purposes of this Conservation Easement, such as hunting or fishing, except recreational uses that can be conducted in a manner that is consistent with the purposes of this Conservation Easement may be specifically permitted under this Conservation Easement;

(e) Commercial or industrial uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind, except signs and improvements that are consistent with the purposes of this Conservation Easement;

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

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

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, except geologic investigation and other landslide abatement activities as permitted in Exhibit 2;

(k) Altering the surface or general topography of the Property, including building of new roads, except as permitted in Exhibit 2;

(l) Removing, destroying, or cutting of native trees, shrubs or other vegetation, except as required by law for: (1) fire breaks, (2) maintenance of recreational trails or roads, or (3) prevention or treatment of disease, except as permitted in Exhibit 2; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property (except as permitted in Exhibit 2), and activities or uses detrimental to water quality, including, but not limited to, degradation or pollution of any surface or sub-surface waters.

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 the rights of Grantee and CDFG under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, 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 not expressly prohibited or limited by, and are consistent with the purposes of this Conservation Easement.

6. Grantee's Remedies. CDFG, as a third party beneficiary of this Conservation Easement, shall have the same rights as Grantee under this section to enforce the terms of this Conservation Easement. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. At the time of giving any such notice, Grantee shall give a copy of the notice to CDFG. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-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 the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the 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.

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 then, 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 or CDFG, where it 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. Discretion of Grantee and CDFG. Enforcement of the terms of this Conservation Easement by Grantee or CDFG shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFG to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFG 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 (or any rights of CDFG as a third party beneficiary) under this Conservation Easement. No delay or omission by Grantee or CDFG in the exercise of any right or remedy 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 or CDFG 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 persons or the Property resulting from such causes; or (ii) acts by Grantee or its employees or CDFG or its employees.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFG. These rights are in addition to, and do not limit, the rights of enforcement under the NCCP.

7. Fence Installation and Maintenance. Grantor may install and maintain fencing that is reasonably satisfactory to Grantee and CDFG to protect the conservation values of the Property, including, but not limited to, wildlife corridors.

8. Access. Public access to the Property shall be consistent with the purposes of this Conservation Easement.

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 CDFG shall not have any duty or responsibility for the operation, upkeep 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.

9.1. 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 and CDFG with satisfactory evidence of payment upon request. Grantor and Grantee each shall keep the Property free from any liens, including those arising out of each of their respective obligations for 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, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a “**Grantee Indemnified Party**” and, collectively, “**Grantee’s Indemnified Parties**”) and CDFG and its directors, officers, employees, agents, contractors, and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a “**CDFG Indemnified Party**” and, collectively, “**CDFG’s Indemnified Parties**”) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with:

(1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that (a) this indemnification shall be inapplicable to Grantee's Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of Grantee or any of its employees and (b) this indemnification shall be inapplicable to CDFG's Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of CDFG or any of its employees; (2) the obligations specified in Sections 4, 9, and 9.1, and (3) with respect to the CDFG Indemnified Parties, the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the CDFG Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFG, defend such action or proceeding by counsel reasonably acceptable to the CDFG Indemnified Party or reimburse CDFG for all charges incurred for services of the California Attorney General in defending the action or proceeding.

9.3. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

9.4. Condemnation. The purposes of this 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. Transfer of Easement. This Conservation Easement is transferable by Grantee, but Grantee may assign this Conservation Easement only to CDFG or another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States, which is approved by Grantor and CDFG. Grantee shall require the assignee to record the assignment in the county where the Property is located.

11. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFG of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee or CDFG 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, Grantee or CDFG 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 any party desires or is required to give to the other parties 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 of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275
Attn: City Manager
Facsimile: (310) 377-9868

To Grantee: Palos Verdes Land Conservancy
916 Silver Spur Road, Suite 207
Rolling Hills Estates, California 90274
Attn: Executive Director

To CDFG: Department of Fish and Game
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Regional Manager

With a copy to: Department of Fish and Game
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

or to such other address as Grantor, Grantee or CDFG may designate by written notice to the other parties. 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.

13. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written approval of CDFG. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Los Angeles County, State of California.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of 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 the Conservation Easement and supersedes 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.

(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 personal representatives, heirs, 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 it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties and the CDFG Indemnified Parties (each as defined in Section 9.2) from and against any and all Claims (as defined in Section 9.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except that (I) this indemnification shall be inapplicable to the Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee, its employees or agents and (II) this indemnification shall be inapplicable to the CDFG Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by CDFG, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other

failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFG Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFG, defend such action or proceeding by counsel reasonably acceptable to the CDFG Indemnified Party or reimburse CDFG for all charges incurred for services of the California 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 CDFG any of the following:

- (1) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 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 or Grantee’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 Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter “**HCL**”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter “**HSA**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFG that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors 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 (including, without limitation, mineral interests), which have not been expressly subordinated to this Conservation Easement that would materially affect the purposes of this Conservation Easement Deed, and that the Property is subject to the Conservation Easement(s) identified in Exhibit 3.

(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 and CDFG. Grantee or CDFG 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 14(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 11.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of Los Angeles County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF, the Parties have executed this Conservation Easement as of the day and year first set forth above.

CITY: CITY OF RANCHO PALOS VERDES, a California
municipal corporation

By: _____
Thomas D. Long, Mayor

ATTEST:

By: _____
Carla Morreale, City Clerk

Approved as to form:

By: _____
Carol W. Lynch, City Attorney

[Signatures continue]

CONSERVANCY: PALOS VERDES PENINSULA LAND
CONSERVANCY, a California non-profit corporation

By: _____
Kenneth W. Swenson, President, Board of Directors

By: _____
William Ailor, Director and President Emeritus

Approved as to form:

By: _____

William K Swank, Partner

Step toe & Johnson LLP

633 West 5th Street, Suite 700

Los Angeles, California 90071

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2011, before me, _____, a
Notary Public in and for the State of California, personally appeared _____
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2011, before me, _____, a
Notary Public in and for the State of California, personally appeared _____
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

1. EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Exhibit 2

2.0 Covered City Projects

The following proposed City projects are covered by the NCCP/HCP (see summary on Table 5-1 and Figure 5-2) and are permitted by this conservation easement. All mitigation for City-Covered Activities will occur within the Preserve.

2.1.1 Altamira Canyon Drainage Project

The City has identified a project that proposes to place an impermeable liner along the portion of the Canyon that traverses the active landslide area to prevent water from percolating into the landslide plane. The removal of the Canyon's existing vegetation will cause the loss of 2.5 acres of CSS habitat and 3 acres of non-native grassland. Point locations for one gnatcatcher and one PVB host-plant occur in the project vicinity. Although this project is not being proposed at this time, it is likely that the project will be actively pursued during the life of the NCCP/HCP.

2.2.2 Dewatering Wells

The installation of dewatering wells by the City in areas affected by landslides has proven to be an effective method of slowing down landslide movement by removing groundwater from the slide plane. It is anticipated that new wells will be installed by the City in the future in or near areas of existing CSS habitat and grassland throughout landslide areas. It is estimated a maximum of 2.5 acres of CSS and 2.5 acres of non-native grassland will be impacted in the Preserve. A point location for one gnatcatcher occurs in the project vicinity.

2.2.3 Landslide Abatement Measures

When and where required, landslide abatement activities within the Preserve and throughout the City are sometimes necessary by the City or other public agencies to safeguard existing roads, trails and drainage systems. Such activities include, but are not limited to, the installation and maintenance of groundwater monitoring wells and GPS stations (with associated equipment such as pumps, electrical connections, drainage pipes and access pathways) for the purpose of monitoring landslide movement, the filling of fissures, the re-contouring of slide debris, the creation and maintenance of emergency access roads, and geologic investigations involving trenching or boring performed mechanically or by hand (with allowance for access of any necessary mechanical equipment). Where practicable, areas of temporary CSS disturbance will be promptly re-vegetated with CSS habitat after completion of abatement activities. (see Section 6 of the Plan for details about the restoration plan). It is estimated that such landslide abatement measures will result in the combined loss of a maximum of 5 acres of CSS habitat and 15 acres of non-native grassland. It is estimated that two-thirds of the impacts will occur within the Preserve. Point locations for two gnatcatchers and one island green dudleya occur in areas potentially subject to landslides.

2.2.4 Miscellaneous Drainage Repair

The repair of existing drainage systems becomes necessary by the City in landslide areas because of excessively heavy rainfall or damage by landslide movement. It is anticipated that there will

be a need to repair such drains on an as-needed basis. It is estimated that such activity will result in the combined loss of a maximum of 10 acres of CSS habitat and 15 acres of non-native grassland. It is estimated that two-thirds of the impacts will occur within the Preserve. Point locations for two gnatcatchers, two aphanisma, one south coast saltscallion, and one island green dudleya occur in areas potentially subject to landslides.

2.2.5 Palos Verdes Drive East Drainage Improvement Project

Based on a comprehensive drainage study, the City has identified numerous drainage system deficiencies in the eastern portion of the City along Palos Verdes Drive East (PVDE). To address these drainage deficiencies, the City proposes to carry out 17 individual drainage improvement projects over an extended period of time. Although it is anticipated that most of the projects will occur within the existing improved street right-of-way, some projects may necessitate work in the adjoining canyon areas. It is estimated that such activity will result in the combined loss of a maximum of 5 acres of CSS habitat and 15 acres of non-native grassland outside the Preserve. Point locations for Covered species are not currently known from the proposed project area.

2.2.6 Miscellaneous Drainage Improvements

The City anticipates that there will be the need to perform regular maintenance, repairs and upgrades on drainage systems in the City not located within the Portuguese Bend Landslide Area or the Palos Verdes Drive East drainage project. It is anticipated that the repair and improvement of these drainage systems will be necessary from time to time due to unexpected storm damage or due to the old age of the drainage systems. It is also anticipated that some of the projects may necessitate the creation and/or maintenance of retention basins, debris basins, and access roads. It is estimated that such activity could result in the combined loss of a maximum of 20 acres of CSS habitat and 60 acres of non-native grassland outside the Preserve. Point locations for three gnatcatchers, two cactus wrens, two PVB host-plants, one ESB host-plant, one aphanisma, one island green dudleya and one woolly seablite occur in the vicinity of the proposed project(s).

2.2.7 Abalone Cove Beach Project

The City has identified a project that proposes to improve public access and beach amenities at the existing Abalone Cove beach site. The project involves the construction of a restroom/storage area, a gate house, parking lot, and shade structures, as well as improving the access road that leads from Palos Verdes Drive South to the beach and foot trails in the area. The grading associated with the proposed project will cause the loss of 0.2 acre of CSS habitat and 1 acre of non-native grassland within the Preserve. The Wildlife Agencies and California Coastal Commission are requiring 0.5 acre of CSS re-vegetation, all of which will be performed on site within the coastal zone of the Preserve. A point location for one island green dudleya occurs in the vicinity of the proposed project. Although this project is not being proposed at this time, it is likely that the project will be actively pursued during the life of the NCCP/HCP.

2.2.8 Rancho Palos Verdes Trails Plan Implementation

The City's Conceptual Trails Plan addresses existing and proposed trails outside and within the Preserve. The portion of the Conceptual Trails Plan that addresses trails within the Preserve is a part of the Public Use Management Plan (PUMP), which is a City Covered Project described

further in Section 9.2.1 of the Plan. It is anticipated that implementation of the City's Conceptual Trails Plan, which includes the Preserve Trails Plan component (see Section 9.2.1.1 of the Plan), will result in the loss of some CSS habitat. Although the establishment of new trails through CSS habitat will be avoided where possible, it is anticipated that some trail maintenance, erosion repair, and re-routing for public safety reasons may occur within habitat areas. It is estimated that such activities will result in the combined loss of a maximum of 10 acres of CSS habitat and 30 acres of non-native grassland. It is estimated that one-half of the impacts will occur within the Preserve. Point locations for two PVB hostplants, one ESB hostplant, one island green dudleya and one wooly seablite occur in the vicinity of the proposed project.

2.2.9 Lower San Ramon Canyon Repair

It is anticipated that the City will undertake a major storm water project in the Lower San Ramon Canyon to reverse the effects of erosion on the streambed in an attempt to reduce the active Tarapaca landslide from blocking water flow. Geologic studies have identified a landslide in the canyon that has the potential to create blockage of the stream flow. Blockage of the stream flow could cause water to percolate into the adjacent South Shores landslide. The project will reduce the likelihood of reactivating the South Shores landslide, which could result in the loss of the Switchbacks on Palos Verdes Drive East. It is estimated that the project will result in the loss of a maximum of 10 acres of CSS and 30 acres of non-native grassland. It is estimated that one-half of the impacts will occur in the Preserve. One point location for one gnatcatcher occurs in the project vicinity.

2.2.10 Gateway Park

As part of the City's approved Vision Plan, the City is proposing to develop a gateway park, including but not limited to a potential equestrian facility, within the Portuguese Bend active landslide area of the City to provide a staging area for accessing the Preserve trail system. The area will encompass 24.84 acres and be located adjacent to Palos Verdes Drive South between the Cherry Hill privately-owned lots and Klondike Canyon. The area lies within the active Portuguese Bend Landslide Area and is completely disturbed because of previous landslide stabilization activities. The uses and activities in this area could include equestrian riding rings and stables, outdoor educational program areas, and unpaved vehicular access roads and parking areas. It is anticipated that development of the facility will result in loss of a maximum of 1 acre of CSS habitat and 13.6 acres of non-native grassland outside of the Preserve. Point locations for one gnatcatcher and one cactus wren occur in the vicinity of the proposed project.

2.2.11 Lower Point Vicente

As part of the City's approved Vision Plan, the City is proposing to develop a recreational/educational project and other visitor-serving uses in an area of City-owned land referred to as Lower Point Vicente. The property is located between the Point Vicente Lighthouse property owned by the Coast Guard and the Oceanfront Estates residential development project. It is anticipated that development of the site may result in a maximum loss of 1.5 acres of CSS and 11.2 acres of non-native grassland outside of the Preserve. One point location for one ESB host-plant occurs in the vicinity of the proposed project.

2.2.12 Palos Verdes Drive South Road Repair

The City anticipates that due to continual landslide movement in the Portuguese Bend landslide area, there will be a need to perform repair work on the portion of Palos Verdes Drive South that traverses the landslide, including but not limited to relocating the roadway if necessary. It is anticipated that such road repair activity may result in a maximum of 5 acres of CSS habitat loss and 15 acres of non-native grassland loss within the Preserve. One point location for one PVB host-plant occurs in the vicinity of the proposed project.

2.2.13 Crestridge Affordable Housing Development

The City has developed an affordable housing project on a 2.88-acre City/RDA-owned parcel. The project site is located at the northwest corner of Crenshaw Boulevard and Crestridge Road. It is anticipated that the development of the project will result in the loss of 0.5 acre of CSS habitat and 8.3 acres of non-native grassland outside the Preserve.

2.2.14 Upper Point Vicente

As part of the City's approved Vision Plan, the City is considering development of a civic/cultural/community center at Upper Point Vicente Park. The project may result in a loss of 2 acres of CSS and 22 acres of non-native grassland. It is estimated that one-half of the impacts will occur within the Preserve. Point locations for one gnatcatcher and one cactus wren occur in the vicinity of the proposed project.

2.2.15 Preserve Fuel Modification

The City and PVPLC are required to perform annual fuel modification for fire prevention purposes within the Preserve by the Weed Abatement Division of the Los Angeles County Department of Agricultural Commissioner. The location and amount of fuel modification throughout the Preserve has been determined by the Los Angeles Weed Abatement Division in conjunction with the Los Angeles County Fire Department (see Figure 5-1) and is based on factors such as proximity of structures, steepness of slope, and fuel load. The methods for carrying out the required fuel modification are described in Section 9.2.2 of the Plan. The required City fuel modification is anticipated to result in a loss of 12 acres of CSS and 17.9 acres of non-native grassland in the Preserve. Changes to fuel modification that would result in greater impacts than depicted in Table 2-1 would require additional review by the Wildlife Agencies and PVPLC

(i) 2.2.16 Utility Maintenance and Repair

The installation, maintenance and repair of utilities and related infrastructure facilities by the City, other public agencies and/or utility companies, such as sewers, water, cable, telephone, gas, power, and storm drains will occur throughout the City on an as needed basis. Installation of new commercial antenna towers is not considered a Covered Activity. The installation, maintenance, and repair are anticipated to permanently impact up to 10 acres of CSS and 20 acres of non-native grassland throughout the life of the Permits. It is estimated that one-half of the impacts will occur within the Preserve.

(ii) 2.2.17 Flood in the Preserve

As discussed in Section 6.10.2.2 of the Plan, a flood in the Preserve has been identified as a foreseeable Changed Circumstance. However, due to the narrow and steep configuration of the drainage courses within the Preserve, it is very unlikely that a flood will damage existing or restored CSS habitat within the Preserve. If flood damage within the Preserve requires repair and/or remediation of public facilities, the repair work will be performed by the City's Public Works Department and/or Los Angeles County Department of Public Works in consultation with the PVPLC. It is estimated that the flood and related City response will result in temporary impacts only. Up to 0.5 acre of CSS and 1 acre of non-native grassland are estimated to be permanently impacted in the Preserve.

(iii) 2.2.18 Fire in the Preserve

As discussed in Section 6.10.2.2 of the Plan, a fire in the Preserve has been identified as a foreseeable Changed Circumstance as the open space areas of the Preserve have a history of fire. According to information obtained from the Los Angeles County Fire Department and archived files of The Peninsula News (a local newspaper), in the last 20 years, there have been 11 known fires within the Preserve properties that have ranged in size from 1 acre to 194 acres. This averages out to approximately 2 fires in the Preserve per year with an average fire size of 56 acres. Thus, it can be expected that 112 acres (56 acres x 2) of the Preserve will be impacted by fire per year. Since 52% (724.9/1,400.9) of the Preserve is composed of CSS and 33.3% (466.8/1,400.9) is composed of non-native grassland, a temporary loss of up to 58.2 acres of CSS (52% of 112 acres) and 41.4 acres of non-native grassland (37% of 112 acres) can be expected per year. Fire is a natural feature of the region; therefore, under normal circumstances some natural re-growth of habitat is expected. Mitigation for this temporary impact is described under the "planned response for repetitive fires" in Section 6.10.2.1 of the Plan.

(iv) 2.2.19 Unimproved City Park Projects

In addition to its developed parks, the City has a number of unimproved park sites that may be improved in the future with recreational amenities. These unimproved parks sites include, but are not limited to, 17.5-acre Grandview Park, 18.2-acre Lower Hesse Park, 4.7-acre Vanderlip Park, and 1-acre Martingale Park. It is anticipated that development of these specific park facilities and any other unimproved City park facilities will result in loss of a maximum of 10 acres of CSS habitat and 20 acres of non-native grassland outside of the Preserve.

(v) 2.2.20 Other Miscellaneous City Projects

It is foreseeable that during the life of the NCCP/HCP the City will undertake a City project similar in character and impacts to those listed in Table 5-1 that is not specifically listed here as a Covered Project. Such projects shall be considered Covered Projects provided the loss of CSS habitat and non-native grassland for City projects proposed in the Preserve does not exceed the total loss of habitat identified in Table 5-1 for City projects inside the Preserve and the total loss of habitat for City projects proposed outside the Preserve does not exceed the total loss of habitat identified in Table 5-1 allowed for City projects outside the Preserve. It is estimated that one-half of the impacts will occur within the Preserve.

Table 2-1. Total Loss of Habitat by City-Covered Projects and Activities

City Project Name	Total Habitat Loss (Acres)		Habitat Loss In Preserve (Acres)	
	CSS	Grassland	CSS	Grassland
1. Altamira Canyon Drainage Project	2.5	3	0	0
2. Dewatering Wells (10 Wells)	2.5	2.5	2.5	2.5
3. Landslide Abatement Activities	5.0	15.0	3.3	9.9
4. Misc. Landslide Damaged Drain Repair	10.0	15.0	6.6	9.9
5. PVDE Drainage Improvement Project	5.0	15.0	0	0
6. Misc. Drainage Improvement Projects	20.0	60.0	0	0
7. Abalone Cove Beach Project	0.2	1.0	0.2	1.0
8. *RPV Trails Plan Implementation	10.0	30.0	5.0	15.0
9. Lower San Ramon Canyon Repair	5.0	15.0	5.0	15.0
10. Gateway Park	1.0	13.6	0	0
11. Lower Point Vicente	1.5	11.2	0	0
12. Palos Verdes Drive South Road Repair	5.0	15.0	2.5	7.5
13. Crestridge Affordable Housing Project	0.5	8.3	0	0
14. Upper Pt. Vicente	2.0	22.0	1.0	11.0
15. Preserve Fuel Modification	12.0	17.9	12.0	17.9
16. Utility Maintenance and Repair	10.0	20.0	5.0	10.0
17. Flood in the Preserve	0.5	1.0	0.5	1.0
18. Fire in the Preserve (<i>temporary loss excluded from totals</i>)	58.2	41.4	57.9	37.2
19. Unimproved City Park Projects	10.0	20.0	0	0
20 Other misc. City projects	20.0	60.0	10.0	30.0
Total Acreage of Habitat Loss	180.9	386.9	111.5	167.9

* Part of the PUMP, a covered City project (See Section 9.2 of this Plan)

**Total habitat loss (CSS and Grassland) is 567.8 acres, of which 279.4 acres (49%) would occur in the Preserve.

(b) 2.3 Covered Private Projects

The following proposed private projects are covered by this NCCP/HCP (see Table 5-2 and Figure 5-4).

(i) 2.3.1 Lower Filiorum Development

If a development project is approved on the 94.2-acre Lower Filiorum property, the owner will be required as a condition of approval to dedicate to the Preserve a minimum of 40 acres of the 94.22-acre property, including a minimum 300-foot-wide functional wildlife corridor on the southern edge of the property connecting to the Abalone Cove portion of the Preserve, as depicted in Figure 5-3, as mitigation for impacts to biological resources. Any required fuel modification for the proposed project will not encroach into the area dedicated to the Preserve, including the 300-foot wildlife corridor. The City will work with the land owner to develop a funding program for management and monitoring the lands to be dedicated to the Preserve. The intent of the 40-acre dedication required for this project is to maintain a viable wildlife corridor through the Preserve after the proposed project is approved and constructed.

Based on a biology report prepared by NRC in 2003, the Point View property is comprised of 70 acres of non-native grassland, 2.5 acres of CSS, 9.4 acres of disturbed CSS, 6.9 acres of exotic woodland, and 5.2 acres of disturbed vegetation. The minimum of 40 acres of dedicated Preserve shall include 1.5 acres to be provided as mitigation for previous brush clearing activities and 38.5 acres of mitigation for CSS and grassland losses resulting from any future development of the 94.22-acre Lower Filiorum parcel.

The inclusion of Lower Filiorum acreage in the Preserve will be a condition of approval for any development project subsequently approved for the Lower Filiorum property. If no approvals are obtained, there will be no obligation on the part of present or future property owner to dedicate these lands to the Preserve. Likewise, identifying these lands for potential inclusion in the Preserve in the text and maps of this NCCP/HCP does not constitute approval of development on the Lower Filiorum property.

(ii) 2.3.2 Portuguese Bend Club Remedial Grading

Because of its proximity to the active Klondike Canyon Landslide, the homeowners association of the gated residential community known as the Portuguese Bend Club may need to perform remedial grading on its property to prevent damage to its roads and to resident's homes. It is anticipated that the remedial grading activity will take place on property owned by the association, located on the western end of the community, or on the adjoining RDA-owned property. It is anticipated that the remedial grading activity will result in a loss of 3 acres of CSS habitat and 10 acres of non-native grassland. One point location for the cactus wren occurs in the vicinity of this project. Mitigation for any impact to CSS habitat will be provided by the Portuguese Bend Club by one of the following two methods: 1) Dedication of additional acreage to the Preserve that will add to the biological function of the Preserve (the approval of the City, PVPLC, and the Wildlife Agencies is required for acreage to be dedicated to the Preserve, and the property owner must provide management funding for the additional acreage according to a Property Analysis Record or similar method); or 2) Payment of a Habitat In-Lieu Mitigation Fee

to the City's habitat restoration fund discussed in Section 8.2.1.1 in an amount of \$50,000 per acre of impacted CSS habitat. The Habitat In-Lieu Mitigation Fee must be paid to the City prior to the remedial grading taking place. The PVPLC and the City have determined that \$50,000 (in 2011 dollars) is the cost to restore, maintain, and monitor 1 acre of native habitat. The \$50,000 Habitat In-Lieu Mitigation Fee will be reviewed annually by the City and if necessary adjusted to account for inflation and/or higher than expected restoration and management costs.

(iii) 2.3.3 Plumtree Development

If a development project is approved on the 27-acre Plumtree property and the owner opts to rely on this NCCP/HCP to mitigate any impacts to biological resources caused by the proposed development project, all impacts to biological resources covered under this Plan on the 27-acre Plumtree property will be considered adequately mitigated by the conveyance of 30 acres of functional and connected habitat on the Upper Filiorum property (190 total acres) in 2009, as described in Section 4.2.1 of the Plan, which has been dedicated to the Preserve with the appropriate conservation easement (see Appendix H to this Plan). Any required fuel modification for a proposed project on the Plumtree parcel will not encroach into the area dedicated to the Preserve. Based on a biology report prepared by NRC on August 14, 2007, the 27-acre Plumtree Parcel contains 19.7 acres of non-native grassland and 2.8 acres of disturbed CSS. In addition, one pair of gnatcatchers was observed.

The donation of the 30-acre parcel by the property owner and its subsequent dedication to the Preserve as mitigation for any future upland biological impacts does not constitute nor imply approval of any subsequent development project on the Plumtree property by the City or determination of consistency with the NCCP/HCP by the Wildlife Agencies.

2.3.3 Fuel Modification for Private Projects throughout the City

For new private development projects on vacant land in the City, all fuel modification required by the Los Angeles County Fire Department and/or Los Angeles County Department of Agricultural Commissioner as a result of such new projects will occur outside of the Preserve unless the City and the Los Angeles County Fire Department and/or Agricultural Commissioner agree that no other options exist. For existing private development, the Los Angeles County Fire Department and Los Angeles County Department of Agricultural Commissioner have reviewed the existing private development that abuts the Preserve and have determined the amount of brush clearance needed within the Preserve to provide the code required fuel modification zone for the protection of existing structures outside the Preserve (see Figure 5-1).

In situations where fuel modification must occur in the Preserve, impacts to vegetation shall be mitigated by the project applicant using a 2:1 mitigation ratio for impacted CSS, a 0.5:1 mitigation ratio for impacted non-native grassland and a 3:1 mitigation ratio for impacted native grassland (as described in Section 2.2.1) occurring in areas greater than 0.3 acre. Impacts to cacti and other succulents within any required fuel clearing areas shall be minimized to preserve habitat for the coastal cactus wren and other Covered Species. The total amount of mitigation required is calculated by multiplying the total acreage impacted by the required mitigation ratio

for each habitat type. Said mitigation shall be provided by the property owner benefiting from the fuel modification by one of the following two methods: 1) Dedication of additional acreage to the Preserve that will add to the biological function of the Preserve (the approval of the City, PVPLC, and the Wildlife Agencies is required for acreage to be dedicated to the Preserve, and the property owner must provide management funding for the additional acreage according to a Property Analysis Record or similar method); or 2) Payment of a mitigation fee to the City's habitat restoration fund described in section 8.2.1.1 in an amount of \$50,000 per acre for the total mitigation acreage required. The mitigation fee must be paid to the City prior to the fuel modification taking place. The PVPLC and the City have determined that \$50,000 (in 2011 dollars) is the cost to restore and maintain 1 acre of native habitat. The \$50,000 mitigation fee will be reviewed annually by the City and if necessary adjusted to account for inflation and/or higher than expected restoration and management costs.

The anticipated loss from any fuel modification within the Preserve is not expected to exceed 10 acres of CSS and 20 acres of non-native grassland. Any loss of CSS beyond 10 acres is not a NCCP/HCP Covered Activity.

(iv) 2.3.4 Miscellaneous Private Projects within the City and Outside of Preserve

The City may issue a permit for any private project outside of the Preserve within the City which impacts CSS habitat and is not specifically identified in this NCCP/HCP as a Covered Activity provided the project impacts are located outside of the Preserve and the impacts are mitigated by the project applicant as described in this section.

Impacts to CSS shall be mitigated by the project applicant using a 1:1 mitigation ratio for impacted CSS. Said mitigation shall be provided by the project applicant by the payment of a Habitat In-Lieu Mitigation Fee to the City's habitat restoration fund discussed in section 8.2.1.1 in an amount of \$50,000 per acre based on the total mitigation acreage required. The Habitat In-Lieu Mitigation Fee must be paid to the City prior to issuance of the grading or building permit, whichever comes first. The PVPLC and the City have determined that \$50,000 (in 2011 dollars) is the amount that is needed to restore, maintain, and monitor 1 acre of CSS. The \$50,000 mitigation fee will be reviewed annually by the City and, if necessary, adjusted to account for inflation and/or higher-than-expected restoration, management, and monitoring costs.

There are 23.4 acres of exotic woodland and 23.9 acres of disturbed vegetation located outside of the Preserve or Neutral Lands that will be impacted by potential development with no mitigation required for these communities under this NCCP/HCP. Furthermore, there are 156.9 acres of CSS habitat outside of both the Preserve and Neutral Lands in addition to the CSS acreage included in the specific private projects discussed in this Section 5.3 of the Plan (Table 5-2). Since the CSS and grassland that exists outside the Preserve and Neutral Lands is not protected under the Plan, it is assumed that all of this habitat could be lost over the life of this Plan as a result of miscellaneous private projects.

Table 2-2. Total Loss of Habitat by Covered Private Project and Activities

COVERED PRIVATE PROJECT	HABITAT LOSS (ACRES)	
	CSS	GRASSLAND
1. Lower Filiorum Development	11.9	70.0
2. Portuguese Bend Club Remedial Grading	3.0	10.0
3. Plumtree Development	2.8	19.7
4. Misc. Projects within the City and outside of the Preserve	156.9	N/A
5. Fuel Modification for private projects	10.	20.
<i>Total Acreage of Habitat Loss</i>	<i>184.6</i>	<i>119.7</i>

(c) 2.4 Other Covered Activities

The following Covered Activities are expected to occur within the Preserve due to short- and long-term operation and maintenance requirements or emergency situations conducted by the City, other public agencies, or utility companies. These activities are not expected to involve the direct or indirect loss of Covered Species and/or habitat. Any activity not identified below as a Covered Activity may not be initiated in the Preserve without written concurrence from the Wildlife Agencies and notification to the PVPLC. The following Covered Activities shall adhere to the avoidance and minimization measures outlined in Section 5.5 of the Plan as part of all operations and authorizations to proceed with work, where applicable:

(i) 2.4.1 Operation and Maintenance

- Landslide abatement and monitoring activities that do not result in the loss of Covered Species and/or habitat. The regular maintenance and repair of existing drainage facilities and existing access roads within the Preserve that does not result in the loss of Covered Species and/or habitat.

The creation of necessary access roads for the Covered Private Projects described in Section 5.3. of the Plan. The creation of the access road is not anticipated to result in the loss of Covered Species and/or habitat.

- The maintenance of existing access roads in the Preserve provided there is no loss of Covered Species and/or habitat.
- Emergency projects that are determined to be exempt from CEQA by the City pursuant to Section 15269 of the State CEQA Guidelines provided the project is identified as a covered City project in Section 5.2 of the Plan.
- Geologic testing and monitoring for public health and safety reasons, provided there is no loss of covered species and/or habitat.
- Installation, maintenance, and repair of utilities and related infrastructure(s) that are necessary to serve the Private Covered Projects identified in Section 5.2 of the Plan.
- Installation, maintenance, and repair of utilities and related infrastructure(s) provided there is no loss of Covered Species and/or habitat.
- The maintenance and repair of existing water quality basins, retention basins, and debris basins, provided there is no loss of Covered Species and/or habitat.
- Photography and filming, provided a City permit is obtained, no grading is involved, no new access road or trails are created, and impacts to Covered Species and/or habitat are avoided.
- City and Los Angeles County law enforcement activities.

(ii) 2.4.2 Public Use

Public access to the Preserve is allowed for passive recreational purposes and to promote understanding and appreciation of natural resources. Excessive or uncontrolled access, however, can result in habitat degradation through trampling and erosion (e.g., along trails) and disruption of breeding and other critical wildlife functions at certain times of the year. In order to balance the public's passive recreational needs with the protection of natural resources within the Preserve, a Public Use Master Plan (PUMP) has been developed jointly by the City, the public, and PVPLC to address public access issues. The PUMP is a proposed City Covered Project incorporated into the Plan; therefore, it must be approved by the Wildlife Agencies as part of the NCCP/HCP before the activities, including the Preserve Trails Plans, will be allowed. The following public uses and activities, which conform to the PUMP, are considered allowable uses in the Preserve under this Plan:

- Public use and implementation of the Preserve Trails Plan (PTP) contained in the Wildlife Agency-approved PUMP. Section 9.2.1.1 of this Plan provides the design criteria and guidelines that will be used for the PTP.
- Closure of existing trails within the Preserve that are not included in the PTP, as approved by the City Council and Wildlife Agencies.
- Passive recreational activities (e.g. horse riding, hiking, bicycling, wildlife viewing) as described in the PUMP and approved by the City and Wildlife Agencies.
- Subject to the PUMP, the creation and maintenance of passive overlook or vista areas with seating benches and trail markers may be located at key vista points near existing trails in the Preserve, provided no existing habitat will be lost. The location of these overlooks shall be located to avoid or minimize direct and indirect impacts to biological resources. The location of these overlooks will be approved by City Council.
- Installation and maintenance of benches, picnic tables, tie rails, portable toilets, and trash cans within the Preserve and near Preserve boundaries, provided no existing habitat will be lost. The location of these facilities shall be sited to avoid or minimize direct and indirect impacts to habitat and Covered Species. Location of overlooks shall be reviewed for consistency with the PUMP and this Plan and approved by the City Council prior to initiation of any implementation work.
- Installation of trailhead signage/kiosks within the Preserve adjacent to existing roads or other access ways and away from sensitive resource areas. The location of trailhead signage/kiosks shall be reviewed for consistency with the PUMP and this Plan and approved by the City prior to initiation of any implementation work
- Operation and maintenance of the existing archery range in its current location and acreage (approximately 8 acres) within the Preserve, provided the appropriate City permits are maintained and the facility is not expanded.

- Operation of the existing agricultural use at Upper Point Vicente of approximately 5 acres in size provided the appropriate City lease agreement is maintained and all agricultural practices and improvements remain consistent with this NCCP/HCP. No other agricultural activities are allowed in the Preserve.
- Night use of the Preserve, provided use is limited, controlled, monitored, and managed through a permit issued by the City. Any night use of the Preserve shall be consistent with the requirements of this Plan.

(iii) 2.4.3 Preserve Management

Management of the Preserve in accordance with the provisions described in Sections 8.0 and 9.0 of the Plan is a Covered Activity. Specific management of Covered Activities that are anticipated to occur in the Preserve include the following:

- Monitoring of Covered Species
- Habitat restoration
- Invasive species control
- Predator control
- Reintroduction of Covered Species
- Photo documentation
- Installation of signage
- Trail maintenance
- Field research and studies designed to contribute to the long-term protection of habitats and species and other basic research of habitats and species included in the Preserve.

(d) 2.5 Habitat Impact Avoidance and Minimization Measures for Covered Activities

The City will ensure implementation of the following avoidance and minimization measures as enforceable conditions in all permits, operations, and authorizations to proceed with the Covered Activities listed in Sections 5.2 through 5.4 of the Plan:

1. The City will review proposed plans for covered activities within and abutting the Preserve (e.g., access routes, staging areas) to ensure proposed Covered Activities are consistent with this NCCP/HCP.
2. The City and its Preserve Habitat Manager (i.e., PVPLC) will ensure that access to the Preserve to carry out Covered Activities is consistent with the approved Preserve Access Protocol that is required to be created pursuant to Section 6.5.2 of this Plan. When accessing the Preserve, utility agencies and the City's Public Works Department must take measures to avoid and minimize, to the maximum extent possible, environmental damage, including damage to habitat and Covered Species. Existing access roads in the

Preserve should be used wherever practical. Any unavoidable access routes outside existing roads or construction areas should be clearly marked. Any new roads, trails, and utility corridors will be located in areas that minimize habitat fragmentation and edge effects. The width of construction corridors and easements will be minimized.

3. The City and/or responsible private project applicants will be responsible for ensuring that an Erosion Control Plan is developed and implemented for any Covered Activities in the Preserve or abutting the Preserve that might result in erosion as determined by the City. Potential erosion control measures include siltation fencing, straw bales, sand bags, etc.
4. When stockpiling topsoil in the Preserve or on vacant lots abutting the Preserve, it should be placed only in areas that minimize the damage to habitat.
5. For any new development on vacant lots abutting the Preserve, construction staging areas will be located at least 15 meters (50 feet) away from the Preserve boundary and natural drainages. No-fueling zones will extend a minimum distance of 15 meters (50 feet) from all drainages and away from the Preserve boundary.
6. Construction footprints for Covered Activities in the Preserve or abutting the Preserve will be clearly defined with flagging and/or fencing and will be removed upon completion of the Covered Activities.
7. Cut/fill slopes outside of fuel modification zones within the Preserve will be re-vegetated with native species, or in the case of fuel modification zones, native plants recommended by Los Angeles County for fuel modification zones.
8. Side-casting of materials during trails, road, and utility construction and maintenance within the Preserve will be avoided.
9. Where feasible and appropriate, dust generated by the construction for Covered Activities within the Preserve or on vacant lots abutting the Preserve will be controlled via watering of earthmoving areas and non-paved roads and an off-highway speed limit restriction to 20 miles per hour (mph).
10. Any temporary safety or security night lighting for Covered Activities in the Preserve or on vacant lots abutting the Preserve will be selectively placed, shielded, and directed away from all native vegetative communities.
11. Prior to implementation of Covered Activities within the Preserve or on vacant lots abutting the Preserve that may impact Covered Species, the City will provide an education program to all personnel associated with project activities. The education program will describe 1) the potential presence of Covered Species and their habitats, 2) the requirements and boundaries of the project (e.g., areas delineated on maps and by flags or fencing), 3) the importance of complying with avoidance and minimization

- measures, 4) environmentally responsible construction practices, 5) identification of sensitive resource areas in the field, and 6) problem reporting and resolution methods.
12. Any biologist used for the implementation of this NCCP/HCP, including implementing these measures, will be subject to the Wildlife Agencies' review and approval. The City will submit the biologist's name, address, telephone number, resumé, and three references (i.e., the names and contact information of people familiar with the relevant qualifications of the proposed biologist) at least 10 working days prior to initiating work. If the Wildlife Agencies do not respond within this 10-day period, the City will assume that the biologists are approved.
 13. Any construction or maintenance activity, including fuel modification activities, in the Preserve related to the Covered City and Private Projects described in Sections 5.2 and 5.3 of the Plan which is proposed to occur within 100 feet of any CSS will be scheduled to avoid the bird breeding season (February 15–August 31) since such activities might impact breeding birds. If, due to an urgent public health or safety concern determined by the City and Wildlife Agencies, these activities must occur from February 15–August 31 and within 100 feet of any CSS, gnatcatcher, and cactus wren pre-construction surveys will be conducted to determine nesting activity. Pre-construction surveys will consist of three survey days over a one-week period, including one survey within three days of construction. Survey results will be submitted to the City, PVPLC, and Wildlife Agencies. If nesting activity is detected, then all construction activity must occur outside of a 100-foot avoidance buffer/barrier zone to attenuate noise surrounding each nest or as approved by the Wildlife Agencies. No birds shall be disturbed or taken. Construction noise levels should not exceed 65 dBA Leq within the buffer zone. The buffer zones and noise limits will be implemented until the nestlings fledge. The status of the nest will be monitored, and a report with recommendations will be submitted to the Wildlife Agencies for review prior to discontinuing the noise limits and nest buffers.
 14. For bird species that are not federally listed or covered by the NCCP/HCP, if vegetation clearing must occur in the Preserve during the bird breeding season under the circumstances described in 13 above (defined here as February 15–August 31), a pre-construction nest survey will be conducted and a 100-foot avoidance/exclusion zone or a buffer/barrier zone to attenuate noise deemed appropriate by the Wildlife Agencies will be placed around all active nests (i.e., active nests with eggs or chicks) until the nestlings fledge or the nest fails. No take of fully protected species is allowed under this Plan (see Section 1.2.2 of the Plan).
 15. Covered Plant Species may be removed from impact areas and relocated to an adjacent or suitable location within the Preserve, in coordination with the Wildlife Agencies. The

City and its Habitat Manager shall be notified at least ten (10) working days prior to impacts for potential salvaging and relocation opportunities.

16. Construction and maintenance activities within 50 feet of occupied PVB and ESB habitat will be avoided during their respective flight seasons (January 15–May 15 for PVB; June 15–September 15 for ESB) to the maximum extent practicable. If, due to an urgent public health or safety concern determined by the City and Wildlife Agencies, these activities must occur during the flight seasons then the removal of host-plants will be conducted by qualified biologist familiar with the butterfly species and their host-plants. If host-plants are removed, they will be replaced in the project vicinity. The City and its Habitat Manager shall be notified at least ten (10) working days prior to impacts for potential salvaging and relocation opportunities.
17. If known, occupied PVB or ESB habitat will be impacted under the circumstances described in 16 above, Wildlife Agencies will be notified a minimum of sixty (60) days prior to initiation of any Covered Activity and given the opportunity to capture, rescue, and/or trans-locate PVB or ESB or their host-plants, if necessary and appropriate.
18. No new lighting shall be allowed in the Preserve except where essential for roadway, facility use, and safety and security purposes. When necessary, light sources abutting the Preserve will be oriented downward and away from habitat areas, and shielded, if necessary, so that the lighting does not impact wildlife and native vegetation.
19. Pre-construction surveys for raptor during the breeding season (January 31 – September 30), where evidence of foraging and/or nesting is present, shall be conducted by a qualified biologist prior to any project construction or grading activities in the Preserve. If nesting raptors are present, a 100-foot avoidance/exclusion zone or a buffer/barrier zone to attenuate noise deemed appropriate by the Wildlife Agencies will be placed around all active nests (i.e., active nests with eggs or chicks) until the nestlings fledge or the nest fails. No take of Fully Protected Species is allowed under this Plan (See Section 1.2.2 of the Plan).
20. All project landscaping, erosion control and re-vegetation efforts within and abutting the Preserve shall use native re-vegetation/landscaping to the extent practicable and avoid those species listed on the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (see Section 5.6.4 and Appendix D of the Plan). This requirement shall be incorporated as enforceable conditions in all City permits, operations, and authorizations to proceed.
21. Any proposed new or re-located trail within or abutting the Preserve shall comply with the requirements of the Wildlife Agency-approved PUMP and this Plan. The design criteria and guidelines in Section 9.2.1.1 of this Plan shall be used by the City and its

Preserve Habitat Manager (PVPLC) in developing and implementing the PUMP, including the Preserve Trail Plan component. These guidelines place an emphasis on avoiding or minimizing impacts to CSS habitat and Covered Species, including: 1) providing a 25-foot setback to coastal bluffs; 2) using existing access roads wherever practical; 3) any new trails, shall be located in areas that minimize habitat fragmentation and edge effects (e.g., maximum of 4 foot-wide in core areas); 4) seasonally rotating or limiting use to minimize degradation; and 5) providing a 30-foot upland buffer along major drainages.

Exhibit 3

Existing Conservation Easement(s)