

OCEAN TRAILS

RESIDENTIAL AND GOLF COMMUNITY

COASTAL SAGE SCRUB AND SENSITIVE SPECIES

HABITAT CONSERVATION PLAN AMENDMENT

TO ADD THE PALOS VERDES BLUE BUTTERFLY,
TO ALLOW LANDSLIDE REMEDIATION
AND TO MODIFY THE LOCATION OF REQUIRED MITIGATION



Submitted by:

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copy
Approved By
City Council on
7/18/00*

1. PROJECT HISTORY

In 1996 Palos Verdes Land Holdings Company and Zuckerman Building Company (Owners) were granted by the U.S. Fish and Wildlife Service (USFWS) a Permit (Permit) under section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended (ESA) to allow incidental take of two pair of coastal California gnatcatchers (*Polioptila californica californica*, CAGN) during lawful activities on the Ocean Trails property. They also reached an agreement with the California Department of Fish and Game (CDFG) consistent with Fish and Game Code section 2081.

In addition to the coastal California gnatcatcher, the project's approved Habitat Conservation Plan (HCP) (Attachment A) serves as a conservation plan for the cactus wren (*Campylorhynchus brunneicapillus cousei*, CAWR) as well as six sensitive plant species as follows: aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus var. lonchus*), south coast saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*), seaside calandrinia (*Calandrinia maritima*), and bright green dudleya (*Dudley virens*) - all of which are conserved under the HCP as if they were listed. Accordingly, the Owners were given authorization for future Incidental Take of the CAWR should it ever become listed in the future. This was consistent with the United States Department of the Interior's "No Surprises" rule. Actions included execution of the Implementing Agreement (Agreement) incorporating a Habitat Conservation Plan (HCP) to mitigate impacts on these 'Plan Species' present on the Ocean Trails Property, located within the City of Rancho Palos Verdes, County of Los Angeles, California.

The Habitat Conservation Plan was approved and co-signed by the City of Rancho Palos Verdes. The City holds a bond to guarantee implementation of the HCP, as discussed below.

The goals of the HCP are to provide the following:

- Long-term conservation and increase of coastal California gnatcatcher and cactus wren populations;
- Revegetation and enhancement of CSS and CBS habitat dedicated and protected, in perpetuity, as public natural open space;
- Long-term maintenance and monitoring programs for the habitat areas, including cowbird, feral cat and red fox trapping programs;
- Provision of information pertaining to the biology of the coastal California gnatcatcher and cactus wren to the USFWS and CDFG;
- Provision for perpetual funding of conservation areas;
- Alignment of trails to protect habitat while still providing public access to and along the coast; and
- Provision of a resident/public environmental education program.

2. CURRENT REQUEST

The new owner of the Ocean Trails Project, Ocean Trails, L.P., is now seeking an amendment to the HCP to recognize changes to the financial performance guarantees required of the project, and to cover four changes as follows:

- A. Blue butterfly: To add the Palos Verdes blue butterfly (*Glaucopsyche lygdamus palosverdesensis*) as a species covered under the project's HCP, providing authorization for future incidental take of this species if it is found to occur on the project.
- B. Landslide: To cover landslide remediation work.

On June 2, 1999 a previously known landslide on the property was reactivated, causing catastrophic impacts to 17.2 acres of the project. The Project proposes to undertake a series of actions to stabilize the landslide and reestablish the previous improvements, including restoration of habitat damaged by the slide. These actions will result in a total of approximately 18 acres of impact.

The remediation work will impact areas known to have been used by two pair of CAGN for breeding and forage, and the amendment will authorize work in those areas. Each of the proposed steps in the landslide remediation will be reviewed and approved by the City of Rancho Palos Verdes and the California Coastal Commission.

The mitigation for the landslide will consist of 10 acres on the reconstructed and stabilized landslide, and 16.96 acres in other locations, as detailed below and in the "Biological Resources Report and Impact Analysis for Landslide C (BRR)," and the Amendment to that Study, prepared by Dudek and Associates, 10/13/99, and 4/13/00 (Attachments B & C).

The areas designated for landslide mitigation are on the landslide, and offsite at Shoreline Park, Upper La Rotonda Canyon, and the Forrestal Canyon Open Space Lot.

These areas shall be designated as habitat preserves and the provisions of Section 4.9 MAINTENANCE AND MONITORING PROGRAM of the HCP shall be applied to them. Success criteria will be established through review and approval by USFWS, CDFG, RPV and CCC of a Revegetation Plan for each restoration area.

Onsite Landslide Mitigation

Nesting Bird Preserve and Adjacent Impact Area

- The conditions of the Project's permit from the California Coastal Commission show this area as dedicated as a "Passive Park/Habitat Preserve"
- A Habitat Revegetation Plan will be completed for this area (this may be combined with the Bluff Corridor area) within eight weeks of the approval of this amendment by the USFWS and submitted for review and approval by USFWS, CDFG, RPV and CCC.
- Revegetation of this area will be initiated within three months after the landslide stabilization and reconstruction have been completed, and will be complete within six months.
- Long-term monitoring and maintenance requirements will be incorporated into the Ocean Trails Coastal Sage Scrub Habitat Maintenance & Monitoring Plan.

Bluff Corridor Landslide Impact Area

- The conditions of the Project's permit from the California Coastal Commission show the "Bluff Top Activity Corridor" dedicated as a Park, with a requirement that it be revegetated "as required by the Department of Fish and Game and United States Fish and Wildlife Service as specified in the executed HCP."
- A Habitat Revegetation Plan will be completed for this area (this may be combined with the Nesting Bird Preserve Plan) within eight weeks of the approval of this amendment by the USFWS and submitted for review and approval by USFWS, CDFG, RPV and CCC.
- Revegetation of this area will be initiated within three months after the landslide stabilization and reconstruction have been completed, and will be complete within six months.
- Long-term monitoring and maintenance requirements will be incorporated into the Ocean Trails Coastal Sage Scrub Habitat Maintenance & Monitoring Plan.

Offsite (non-landslide area) Mitigation

Lower Shoreline Park

- A conservation easement "to preserve and protect in perpetuity the Habitat located on the property for the benefit of the species, this generation, and the generations to come" will be obtained from the City of Rancho Palos Verdes over the area to be revegetated. The easement

shall provide protection equivalent to that provided to the northern half of the property, and shall permit public access to the site on the established trails, the construction of a picnic area, and access and activities by the City of Rancho Palos Verdes and the County Sanitation District necessary to maintain their property on the site.

- The conditions of the Project's permit from the California Coastal Commission will be revised to designate this area as a preserve.
- A Habitat Restoration Plan will be completed for this area within three months of the approval of this amendment by the USFWS; it will be submitted for review and approval by USFWS, CADFG, RPV, and CCC.
- Revegetation of this area will be initiated within four months of the approval of this amendment by the USFWS, and will be complete within eight months.
- Long-term monitoring and maintenance requirements will be incorporated into the Ocean Trails Coastal Sage Scrub Habitat Maintenance & Monitoring Plan.

Forrestal Canyon Preserve

- The conditions of the Project's permit from the California Coastal Commission will be revised to make this area a designated preserve.
- A Habitat Restoration Plan will be completed for this area within four months of the approval of this amendment by the USFWS; it will be submitted for review and approval by USFWS, CADFG, RPV, and CCC.
- Revegetation of the Canyon area will be initiated within five months of the approval of this amendment by the USFWS, and will be complete within eight months.
- Revegetation of the Western Extension will be initiated within three months of the resolution of the location of the sewer line and its relocation if that is determined to be necessary; it will be complete within six months of that time. If for unforeseen reasons the project is unable to complete the required revegetation in this area within one year from approval of the amendment by the USFWS, the project has 60 days to find an alternate site (of equal or greater acreage) acceptable to the USFWS, and that revegetation must be complete before the beginning of 2002 gnatcatcher nesting season.
- Long-term monitoring and maintenance requirements will be incorporated into the Ocean Trails Coastal Sage Scrub Habitat Maintenance & Monitoring Plan.

Upper La Rotonda Canyon Preserve

- The conditions of the Project's permit from the California Coastal Commission will be revised to make this area a designated preserve.

- Revegetation of this area is complete.
- Long-term monitoring and maintenance requirements will be incorporated into the Ocean Trails Coastal Sage Scrub Habitat Maintenance & Monitoring Plan.

C. Location of Mitigation: To revise the mitigation requirements to permit the use of a revegetation site different from that specified in the HCP. The approved HCP provides for two off-site mitigation sites:

1. Shoreline Park: A Conservation Easement was established on 20 acres of this 53 acre parcel in 1997, and the required 20 acres of enhancement/revegetation has been installed in conformance with the requirements of the HCP.
2. Switchbacks: The second off-site mitigation site is a parcel that is known as the "Switchbacks." The Project obtained the required Conservation Easement over the 97 acres in this parcel in 1997. The HCP calls for 10 acres of habitat enhancement and 11 acres of habitat restoration.

The City of Rancho Palos Verdes has now determined that it will not allow irrigation within the Switchbacks parcel. Therefore, Ocean Trails has reached an agreement with the Resource Agencies to provide 11 acres of enhancement on the Switchbacks parcel and 10 acres of revegetation on Lower Shoreline Park. No irrigation system shall be installed on Shoreline Park in the area seaward of the bluff top trail. No irrigation systems shall be installed on any area to be revegetated on any extreme slopes on the property exceeding a 35% gradient.

D. To permit essential road repair work and any resulting incidental take of CAGN within the existing conservation easement over the north half of Shoreline Park.

On June 21, 1999, cracks were observed on 25th Street north of Shoreline Park. Extensive investigation of the area concluded that two phases of repair work were essential to maintain the integrity of the roadway and to protect public health and safety. A 4(d) permit was issued to the City of Rancho Palos Verdes on November 8, 2000, to authorize Phase One of those repairs, consisting of the following activities:

- Installation of a series of horizontal PVC drains directly into the fill slope.
- Construction of an 18-inch corrugated metal pipe on the surface of the fill slope to eliminate roadway surface runoff from entering the slope.

These tasks were completed in November 1999. The work impacted .13 acres of CSS habitat. The City of Rancho Palos Verdes has agreed to mitigate the completed road repair work authorized by the 4(d) permit at a 3:1 ratio, resulting in a mitigation obligation of .39 acres. The mitigation will involve .10 acre of on-site mitigation and .29 acres of off-site mitigation.

This amendment will authorize Phase II of the project and any resulting incidental take of CAGN. The work is expected to be done between August 15, 2000 and February 15, 2001. The work will consist of some or all of the following activities, as shown on the Road Repair Map (Exhibit D):

- Construction of an additional 310'-long corrugated metal pipe to direct runoff from the road into the existing drainage through Shoreline Park.
- Construction of a 20' x 20' outfall structure at the base of the drain line built in phase one, and connection of the phase 2 drain line to the same structure.
- Establishment of an access road to the outfall, approximately 140' long and 8' wide, from the sewer access easement/road.
- Construction of a retaining system consisting of caissons and steel I-beams, impacting the upper 20' of the fill slope.
- Resurfacing of the roadway and other miscellaneous roadway improvements.

The City has agreed to mitigate for the additional necessary road repair work (Phase II) at a 3:1 ratio for a maximum possible mitigation requirement of 1.29 acres. The mitigation will involve .37 acres of on-site mitigation and .92 acres of off-site mitigation. The exact amount will be determined after the project is designed and before the work commences.

This Amendment incorporates by reference Chapters 1-5 of the HCP approved in July 1996, as follows:

PROJECT HISTORY AND BACKGROUND
BIOLOGICAL RESOURCES AND SENSITIVE SPECIES
IMPACTS OF THE PROPOSED PROJECT
MITIGATION, MAINTENANCE AND MONITORING PROGRAM

3. BIOLOGICAL RESOURCES AND SENSITIVE SPECIES

- A. Blue butterfly: The Palos Verdes blue butterfly (PV Blue) is a coastal ecotype of the wide ranging silvery blue (*Glaucopsyche lygdamus australia*) that formerly was confined to the southern half of the Palos Verdes Peninsula in southern

Los Angeles County, California (Mattoni 1993). The larval host plant is ocean locoweed (*Astragalus trichopodus* var. *lonchus*). In 1986, Arnold reported the decline of this subspecies and speculated that it was extinct. All subsequent efforts to re-locate the species on the Palos Verdes Peninsula were unsuccessful, and it was believed that it had succumbed to loss, degradation, and fragmentation of habitat.

Unexpectedly, a small population (of 100-200 Individuals) of this species was discovered in the spring of 1994 on a small patch of habitat on military controlled property in San Pedro California, approximately two miles east of the subject property. Although the food plant, ocean locoweed is present on the Ocean Trails project site and Switchback areas, this butterfly is not.

If the food plants of the PVBB are established at Ocean Trails, it may be possible to reintroduce the butterfly to the site. A breeding program under the direction of Dr. Rudi Mattoni is underway at the Navy Fuel Depot site in San Pedro, and reintroduction efforts are underway at several sites on the Palos Verdes Peninsula.

- B. Landslide: The biological resources and sensitive species involved in this project include habitat for CAGN and CAWR, and aphanisma, bright green dudlya, seaside calandrinia, and ocean locoweed. The impacts to these species were for the most part caused by the landslide, although remediation work will impact a number of bright green dudlya. The impacts are analyzed in detail in the BRR.
- C. Location of Mitigation: The previously approved revegetation area on the Switchbacks and the proposed area on Shoreline Park both consist of disturbed habitat dominated by exotic invasive species such as mustard, sweet fennel, and annual grasses. The two sites are equivalent in many important aspects. Both mitigation sites occur adjacent to existing CSS habitat that is occupied by one or more breeding pairs of CAGN. Both sites are dominated by non-native, invasive species and are topographically similar.
- D. Road Repair Work: The proposed work will take place in an area of coastal sage scrub habitat installed in 1998 as mitigation for the Ocean Trails Project. The slope area is covered with young but well-established artemisia and other coastal sage scrub plants, with approximately 80% cover. The coverage on the flat area is not as high, approximately 60%.

This area was included in the breeding territory of the "Upper Ravine Pair" of CAGN, as detailed in the *Ocean Trails 1999 Coastal California Gnatcatcher Monitoring Report*, Dudek & Associates, 10/19/99 (enclosed as Attachment E). Monitoring during 2000 indicated that it is in the area of the "Rope Swing" pair

of gnatcatchers, who constructed nest #1 within 200 feet of the road (see Figure 11 of the 2000 Coastal California Gnatcatcher Monitoring Report, in preparation, enclosed as Attachment F).

The City has agreed that in order to minimize impacts to the gnatcatcher, the covered work shall be done outside the breeding season (February 15 through August 15), and that a permitted biologist will be onsite to monitor the birds during construction.

4. IMPACTS OF THE PROPOSED PROJECT

- A. Blue butterfly: The impacts of the project remain the same as in the original approved Habitat Conservation Plan, Chapter 3. Since the approval of that HCP, the project has accomplished the majority of its required mitigation, as spelled out in Chapter 4.
- B. Landslide: The impacts of the project include impacts of the landslide, the geologic investigations, and the remediation work (which will impact approximately 1.06 acres of existing habitat adjacent to the landslide), for a total impact area of approximately 13 acres. This includes habitat used by two pair of CAGN. The impacts are analyzed in detail in BRR.
- C. Location of Mitigation: The impacts to biological resources and sensitive species resulting from transferring the restoration of coastal sage scrub habitat from the Switchbacks to Shoreline Park will be negligible or nonexistent.

The Shoreline Park site is situated immediately upwind of the Ocean Trails conservation easement mitigation site. Restoration of coastal sage scrub habitat on the balance of Shoreline park will remove this source of non-native wind-blown seed that will serve as a seed source for re-invasion of the conservation easement site if it is not replaced with native vegetation. Therefore, the plan to move habitat mitigation from Switchbacks to Shoreline Park will increase the long-term viability of all habitat created on the site. These additional biological resources will be available to CAGN within adjacent habitat and for hatch-year birds that are dispersing to establish their own breeding territories.

- D. Road Repair Work: The completed road repair work impacted 0.125 acres of CSS habitat on the slope. The proposed Phase II repair work is expected to impact approximately .43 acres of CSS habitat on the same slope and on a small portion of the flat area below (see impact map, Attachment D). This includes habitat used by one pair of CAGN. The following charts show the impacts of the two phases.

Phase One impacts

Maximum Impact	Area (Sq. ft.)	Area (acres)	Acres of permanent impacts	Acres of temporary impacts
18" storm drain, drain platforms, platform access, pipe access	5,455	0.125	0.03	0.095

Phase Two impacts

Maximum Impact	Area	Square feet	Square feet of permanent impacts	Square feet of temporary impacts
Slope excavation	20'x700'	14,000	0	14,000
Drain pipe	10'X280'	2800	840	1960
Outfall & riprap	20'x30'	400	400	0
Access Road	10'x150'	1,500	1,500	0
Total		18,700	2,740	15,960
Acreage		.43	.06	.37

5. MITIGATION, MAINTENANCE AND MONITORING PROGRAM

The goal of the Ocean Trails HCP Mitigation, Maintenance and Monitoring Program is to create and/or maintain a self-sustaining coastal sage scrub habitat that will:

- support viable populations of CAGN and CAWR
- protect sensitive plant species and coastal bluff habitat
- will permit the introduction of the blue butterfly to the site.

This result will be achieved by adherence to habitat mitigation, cowbird trapping, monitoring, management and maintenance programs developed by a team of specialists experienced in habitat design and restoration, and plant and wildlife species protection.

1. The original Ocean Trails HCP provided an increase of 58.4 acres of revegetated CSS habitat on the Ocean Trails site and adjacent conservation easement lands acquired as compensation for proposed project impacts. This amendment adds 11.14 acres of off-site revegetation on adjacent conservation easement lands, 4.14 acres of habitat preserves on the project site, and accepts work done on Upper Shoreline Park as landslide mitigation.

MITIGATION LOCATION	Actual Treatment	Mitigation Credit
Onsite Landslide C	10 acres	10 acres
Additional Credit from Upper Shoreline Park	7.2 acres	3.6 acres
Lower Shoreline Park – Switchbacks	10 acres	10 acres
Lower Shoreline Park – Landslide	11.14 acres	10.32 acres
Ocean Trails Open Space Lots	4.14 acres	3.04 acres
TOTAL	42.48 acres	36.96 acres

2. This habitat will be managed for the long-term protection of the CAGN, CAWR and sensitive plant species. To achieve these goals, the HCP includes a program of habitat preservation (including the coastal bluff area), enhancement, revegetation, brown-headed cowbird trapping, monitoring and maintenance, and long-term financial support for management. Standards of performance have been established through Revegetation Plans for each site to determine levels of success.
3. These conservation programs will be implemented by a team of specialists, experienced in habitat restoration. Designated open space areas, i.e., coastal bluff parks and conservation easements, will be dedicated for protection and management to appropriate local and/or natural resource agencies.

The specific provisions of this amendment are as follows:

- A. Blue butterfly: The Ocean Trails Project is proposing to plant the larval host plant, ocean locoweed (*Astragalus trichopodus* var. *lonchus*), grown largely from local seed in several of its revegetation areas, as follows:

East-West Bluff Corridor	500 plants
Golf Course	325 plants
Shoreline Park	Number of plants to be approved by USFWS through the revegetation plan

Planting the host plant for this species may promote the colonization of the site and potentially provide a place for the species to be introduced. A small amount of Ocean locoweed was included in the plant palette for the West Bluff Preserve but not in the East Bluff Preserve in the approved Enhancement Plans. Naturally occurring stands of the plant do exist in both areas, and the Project will plant additional ocean locoweed as part of the ongoing maintenance of the restoration areas, as appropriate.

The Project has included deerweed in the seed mix for all of the restoration areas. This plant has been observed to be a host plant for the Palos Verdes

blue butterfly, and it is expected that growth of deerweed from seed could contribute to creating suitable habitat onsite for the butterfly.

Research on the Palos Verdes blue butterfly is currently being done at the U.S. Navy Fuel Supply Depot in San Pedro, and at U.C.L.A. under the direction of Dr. Rudi Mattoni. In an article from the *Journal of Research on the Lepidoptera*, 1992 "Rediscovery of the endangered Palos Verdes blue butterfly *Glaucopsyche lygdamus palosverdesensis* Perkins and Emmel (Lycaenidae)", Dr. Mattoni addressed the history of the butterfly's presence on the Peninsula and recommended that "an immediate captive breeding program be instituted to both guarantee that the population is not lost and to provide a significant increase in numbers for later release at former known sites of occurrence. Recovery of the species will only be possible by establishing several discontinuous colonies distributed across all large remnants of the butterfly's former range."

Introduction of the butterfly to the Ocean Trails site as a result of a captive breeding program based on the population in San Pedro will be possible once increased populations of ocean locoweed are established within the habitat restoration areas of the project.

Planted individuals of ocean locoweed will be monitored for survival, health, flower and seed production, and reproductive success in the fall of each year of the coastal sage scrub habitat long-term monitoring program in accordance with the HCP. All measures will be qualitative. Quantitative data will be collected for dead individuals, number of individuals flowering and producing seed, and number of seedlings observed within the vicinity of established patches. Occurrences of the species will be mapped as part of the overall CSS monitoring program.

- B. Landslide: The Ocean Trails Project has agreed to a mitigation program that is designed to provide replacement habitat that was impacted by the landslide and subsequent human activities. Mitigation will be provided for the physical replacement of habitat lost and for the temporal loss of biological resources that would have been present in the period between the initial landslide event and when restored habitat reaches an equivalent level of maturity similar to the impacted habitat. The mitigation is analyzed in detail in the BRR and the Amendment, as follows:

HCP Area Description	Total Impact (acres)	Direct Loss Mitigation Ratio	Temporal Loss Mitigation Ratio	Total Habitat Mitigation
Landslide Impacts	5.88	1:1	1:1	11.76
Investigation impacts	2.36	1:1	1:1	4.72
Repair impacts – landslide	3.65	1:1	1:1	7.3
Repair Impacts – corridor	1.06	2:1	1:1	3.18
Total impacts	12.95			26.96

Mitigation Site	CSS Enhancement, in acres	Credit Ratio	CSS Restoration, in acres	Credit Ratio	Credit Acreage Total
Onsite Landslide			10	1:1	10.00
Upper Shoreline Park	1.2	0.5:1	6	0.5:1	3.60
Lower Shoreline Park ¹	1.64	0.5:1	19.5	1:1	20.32
Forrestal Open Space			1.64	1:1	1.64
Forrestal Canyon			1.65	0.33:1	0.55
U. La Rotonda			1.7	0.5:1	0.85
Total Mitigation					36.96

¹ It should be noted that this includes an additional 10 acres of CSS restoration to be done in Shoreline Park as a result of the relocation of the Switchbacks restoration project, as detailed below and included in this table in the Amendment to the BRR.

The mitigation areas for the landslide impacts will be monitored for success over a five-year period after initial project installation and treatments are completed. Vegetation monitoring will consist of qualitative and quantitative data collection and analysis. The results of these surveys will be recorded and included in reports submitted to the Agencies by July 1 of each year. Long-term maintenance will be provided by the project and guaranteed by the City of Rancho Palos Verdes.

- C. Location of Mitigation: The monitoring requirements for the required mitigation will be unchanged by the substitution of the Shoreline Park location for the Switchbacks.
- D. Road Repair Work: The City of Rancho Palos Verdes has agreed to mitigate the completed road repair work (Phase I) authorized by the 4(d) permit at a 3:1 ratio, resulting in a mitigation obligation of .39 acres. The mitigation will involve .10 acres of on-site mitigation and .29 acres of off-site mitigation. The City has also agreed to mitigate for the additional necessary road repair work (Phase II) at a 3:1 ratio, for a maximum possible mitigation requirement of 1.29 acres. The mitigation will involve .37 acres of on-site mitigation and .92 acres of off-site mitigation. The exact amount will be determined after the project is designed and before the work commences.

	Impact (acres)	Total on-site mitigation	Total off-site mitigation	Total Mitigation
Phase One Permanent Impacts	0.03			
Phase One Temporary Impacts	0.10			
Phase One Total	0.13	0.10	0.29	0.39
Phase Two Permanent Impacts	0.06			
Phase Two Temporary Impacts	0.37			
Phase Two Total	0.43	0.37	0.92	1.29
Total Mitigation of Phase 1 + Phase 2	0.56	0.47	1.21	1.68

Onsite mitigation of all impacts will be completed within three months of the completion of phase two of the project. This mitigation will be added to the Ocean Trails Upper Shoreline Park Habitat Restoration Project and the Ocean Trails Project will accept responsibility for monitoring it for success over the remainder of the 5-year monitoring period for Shoreline Park. Vegetation monitoring will consist of qualitative and quantitative data collection and analysis as a part of the monitoring of the Shoreline Park revegetation effort as spelled out in the Shoreline Park Revegetation Plan. The results of these surveys will be recorded and included in annual reports submitted to the Agencies. Long-term maintenance will be provided by the project and guaranteed by the City of Rancho Palos Verdes through requirements described below placed upon the project as a result of the Development Agreement.

Unless otherwise agreed upon by the City of RPV and Ocean Trails, offsite mitigation will be performed by Ocean Trails on behalf of the City of Rancho Palos Verdes at a location acceptable to the U.S. Fish and Wildlife Service. The exact location of this mitigation must be determined and adequate provisions, such as a conservation easement or dedication as a preserve, must be in place to ensure long-term protection of the habitat area before the commencement of any road work. A Habitat Restoration Plan for the offsite mitigation area covering long-term management of the revegetated areas, erosion and weed control, biological monitoring, and success criteria shall be reviewed and approved by USFWS before any road work begins.

The amount of offsite mitigation is to be determined after the exact impacts (which shall not in any case exceed the .43 acre of new impacts covered by this amendment) are identified. If a determination of the amount of impact cannot be made before the road work commences, the City shall ensure that the full

1.29 acres of offsite mitigation is performed. The mitigation shall be completed within three months of the completion of the road repair work.

The City of Rancho Palos Verdes will guarantee that the mitigation areas for the road work impacts will be monitored for success over a five-year period after initial project installation and treatments are completed. Vegetation monitoring will consist of qualitative and quantitative data collection and analysis as spelled out in the approved Revegetation Plan for the site. The results of these surveys will be recorded and included in annual reports submitted to the Agencies by July 1 of each year. Long-term maintenance will be provided by the City of Rancho Palos Verdes.

6. FUNDING

Since the HCP was approved, modifications have been made in the performance guarantees required of the project. Instead of requiring the establishment of an assessment district, the City of Rancho Palos Verdes required the project to post \$5 million in bonds, half of which were designated as performance guarantees for habitat restoration, the other half for park and trail construction. As a result of a Development Agreement with the City, the project has also agreed to perform the City's required maintenance of the habitat areas in perpetuity. If the project does not perform its obligations satisfactorily, the City has retained the right to collect a fee of \$1 per round of golf for maintenance (which will amount to c. \$50,000 per year based on a conservative estimate of 50,000 rounds per year).

Since the golf course will have staff dedicated to habitat maintenance, since the additional habitat areas required by this amendment will be contiguous with existing habitat, since the project has met its performance guarantees for the 70+ acres of habitat already established, and since the current level of bonding has not been reduced, the current levels of bonding and ongoing maintenance obligations should be sufficient to guarantee satisfactory performance from Ocean Trails both in completing the remaining revegetation requirements and in performing future maintenance.

The details of the past and current funding requirements are as follows:

6.1 The HCP stated:

The Owners have paid and will continue to pay costs associated with this HCP and the revegetation and conservation programs contemplated by the HCP. Additionally, to obtain funds to implement the long-term maintenance program, the City of Rancho Palos Verdes will impose conditions on the Owners or their successors in interest, including the operator of the golf course, which will generate revenues from the Ocean Trails Project for that

purpose. In addition, the city also may create or utilize additional funding sources which are available, including, without limitation, the formation of an assessment district to generate revenues for that purpose.

The HCP also required bonding from the Project, as follows:

5.3.2. Onsite Project Area Costs

These costs, estimated at \$1,050,000 (Table 6), will be secured in a bond that will include Onsite Project Area Costs. Said bond shall be provided in accordance with banking industry standards. Provisions shall be made for partial release of the bond amount at each annual renewal date depending on the amount of improvements completed.

5.3.3. Offsite Easements Project Area Costs

These costs, estimated at \$500,000 (Table 6) will be secured in a bond that will include the Offsite Easements Project Area Costs. Said bond shall be provided in accordance with banking industry standards. Provisions shall be made for partial release of the bond amount at each annual renewal date depending on the amount of improvements completed.

The HCP also made provision for the Project to contribute to an endowment for a long-term fund for habitat acquisition and/or restoration within the City of Rancho Palos Verdes if the expenditures for the conservation easements and the restoration projects on the offsite project areas did not equal to or exceed \$500,000. These provisions are no longer applicable, since the project expenditures on the easements and for restoration of the first offsite area, the north half of Shoreline Park, were in excess of \$700,000.

In order to fulfill the requirements of the HCP, the City of Rancho Palos Verdes entered into a Development Agreement with the project. Prior to obtaining a permit from the City for grading for development purposes for the Project, Permittees provided security in the form of a bond held by the City of Rancho Palos Verdes in the amount of \$5,009,400 in accordance with banking industry standards. This bond covered the total cost of the remaining improvements as follows: habitat restoration, public trails, and landscaping/irrigation, as detailed in the GRADING IMPROVEMENT AGREEMENT (Attachment C) made and entered into as of May 1, 1998, by and between the City of Rancho Palos Verdes and Ocean Trails, L.P. The City has the right to release or terminate the bond as provided by the terms of said Grading Improvement Agreement, except for the portions guaranteeing implementation of the HCP as amended. These funds shall not be released until the USFWS and the CDFG have certified in writing that all or a significant portion of the habitat requirements of the HCP have been

satisfied. If Applicant seeks certification of a portion of the HCP requirements, the bonds shall be released in proportion to the percentage of the requirements that have been completed based on an agreement with USFWS and CDFG.

The installation of public trails and landscaping/irrigation shall be limited to those trails and landscaped areas approved by the California Coastal Commission as a part of Coastal Development Permit A-5-RPV-93-005. The bond amount dedicated to securing trails and landscaping/irrigation shall be limited to 50% of the face value, with 50% of the face value of the bond (\$2,504,700) dedicated to guaranteeing the implementation of the HCP as amended.

The Permittees shall comply with the provisions of the Development Agreement (Attachment D) entered into on November 20, 1997 between the Permittees and the City of Rancho Palos Verdes, which includes an Agreement to:

Maintain the habitat areas both on the property and off-site, as referred to in the approved Habitat Conservation Plan, or if said habitat maintenance is not performed to City's satisfaction, to pay an additional fee of One Dollar (\$1.00) per round of golf to reimburse City for the cost of performing said maintenance; all of which is shall be set forth in a separate Agreement or covenant which is recorded against the parcels comprising the golf course.

The Permittees shall also comply with the provisions of the Declaration of Restrictions recorded to fulfill the requirement of the Development Agreement cited above, by the Permittees agreeing to the following restrictions on the use and enjoyment of the property:

Long Term Maintenance of Habitat Areas and Monetary Contribution.

In conjunction with processing this Project and obtaining other permits required by other appropriate governmental agencies, including, but not limited to, the U.S. Fish and Wildlife Service, Owners have caused to be prepared and processed a mitigation/restoration program for the preservation of and enhancement of certain areas both on-site and on properties located near the Property which are owned by City ("Habitat conservation areas"). The habitat conservation areas located on the Property and off-site are discussed at length in a Habitat Conservation Plan, which has been approved by City and the applicable resource agencies. The Habitat Conservation Plan ("Plan") provides that it is initially the Owners' responsibility, for a minimum period of five years, to ensure

that the habitat is planted and established. Under the Plan, after the first five years pass and the habitat is established, the City is to perform the long-term maintenance of the habitat. It is the intent of this Agreement that in addition to the initial maintenance of the Habitat for the first five years, the Owners shall perform City's long term maintenance responsibilities, to City's reasonable satisfaction. If Owners or any subsequent owner(s) of those parcels of the property which comprise the golf course do not fulfill the maintenance obligations with respect to the habitat conservation areas to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 16.1 of the Development Agreement between the parties, the tax to paid pursuant to Section 1(a) above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar (\$1.00) per round of golf (or any portion thereof) played on the golf course to be developed as part of the Project.

- 6.2 The costs of installing the onsite mitigation for the Road Repair Work will be born by the City of Rancho Palos Verdes. The cost of maintenance and monitoring of the revegetated onsite habitat will be born by the Ocean Trails Project as part of the ongoing maintenance and monitoring of the Shoreline Park Habitat Restoration Area.
- 6.3 If Ocean Trails conducts the installation, maintenance and monitoring work for the City, and if the City deems that the existing Ocean Trails Bonds are not sufficient, then the Ocean Trails bond for that work shall be increased by a commensurate amount. If the City of Rancho Palos Verdes is to perform this work rather than Ocean Trails, then all costs, including installation, maintenance and monitoring of the offsite mitigation for the Road Repair Work will be borne entirely by the City of Rancho Palos Verdes, and before any Road Repair Work is initiated, the City shall establish a separate City account in an amount sufficient to cover the costs of having the City complete the habitat revegetation and provide a letter to the USFWS agreeing to use such funds to meet its habitat restoration obligations.
- 6.4 The Ocean Trails Project shall pay a fee to the City of Rancho Palos Verdes as payment for the use of 11.14 acres of the Shoreline Park property for landslide mitigation, said fee to be determined before any work on those properties is initiated.

7. ALTERNATIVES ANALYZED

A. Blue butterfly

NO PROJECT ALTERNATIVE

The blue butterfly is not added as a covered species under the Ocean Trails HCP, and Ocean locoweed is not being planted in the Project's revegetation areas. This will negatively impact the quality of the Project's habitat. Ocean Trails rejected this alternative because its goal is to create CSS habitat with a full range of species diversity and this alternative would not include a valuable species.

ALTERNATIVE 2: PARTIAL REPLANTING OF BUTTERFLY HOST PLANT

Under this alternative the PVBB would be added as a covered species under the Ocean Trails HCP, and ocean locoweed would be included in the plant palette for the Project's remaining revegetation requirements. This will have a limited positive effect, providing additional ocean locoweed in the 35 acres off offsite mitigation. However, plants would not be added to the existing revegetation projects. Ocean Trails rejected this alternative because this would not create CSS habitat with locoweed as a component in all of the revegetation areas.

ALTERNATIVE 3: PROPOSED PROJECT

The blue butterfly is added as a covered species under the Ocean Trails HCP and Ocean locoweed is planted in the Project's revegetation areas. This will have a positive impact on the Project's habitat, since Ocean locoweed is a naturally-occurring coastal bluff and coastal sage scrub plant that should be included in the Project's plant palette. Increasing the number of Ocean locoweed plants on the site would provide an opportunity for the reintroduction of the blue butterfly to the Project at some time in the future. Ocean Trails rejected this alternative because this would not create CSS habitat with locoweed as a component in all of the revegetation areas.

B. Landslide

NO PROJECT ALTERNATIVE

The landslide is not repaired. The golf course is not viable economically and the Project goes out of business. Providing the required funding for the additional required habitat restoration projects and for long-term maintenance of habitat areas would have to be worked out. The slide area would remain a

danger to the public. Continued natural erosive processes cause the bluff face to collapse, causing further damage to the intertidal areas. Ocean Trails rejected this alternative because it would have negative economic impacts and would leave the landslide as a dangerous area covered with invasive non-native plants in the center of the project.

ALTERNATIVE 2 – COMPLETE LANDSLIDE REMOVAL AND REPLACEMENT

The landslide is repaired by removing all dirt down to the slide plane (approximately 2,000,000 yards) stockpiling it elsewhere on the site, building an engineered buttress, and filling in the area behind the buttress. The final result is an engineered fill graded to an approximation of a natural slope. Any remnant naturally-occurring vegetation is removed and there are significant impacts to the tidal zone. Habitat areas are reestablished and public safety is improved. Ocean Trails rejected this alternative because it would cost more than is available from insurance, would be difficult to accomplish safely, and would negatively impact the intertidal and bluff areas.

ALTERNATIVE 3 – PROPOSED PROJECT – PARTIAL LANDSLIDE REMOVAL AND REPLACEMENT

The landslide is repaired by removing the northern half of the slide down to the slide plane (approximately 1,000,000 yards), stockpiling it elsewhere on the site, building an engineered buttress and filling in the area behind the buttress. Shear pins may be installed within the ungraded area to stabilize it. The bluff face remains unaltered by grading and remnant vegetation remains in place. There are no impacts to the tidal zone. Habitat areas are reestablished and public safety is improved. Ocean Trails supports this alternative because it is feasible and would allow the landslide area to be revegetated and the previous uses to be reestablished.

C. Location of Mitigation

NO PROJECT ALTERNATIVE

The offsite habitat restoration required by the Project's HCP and by this amendment is installed in the Switchbacks without irrigation. The Project does not meet its approved success criteria unless the next planting season is unusually rainy. Ocean Trails rejected this alternative because it would require a significant expenditure of resources without any expectation of success.

ALTERNATIVE 2 – REVEGETATION AT WHITE POINT IN SAN PEDRO

The offsite habitat restoration required by the Project's HCP and by this amendment is installed at the White Point Preserve in San Pedro. There is no direct connection to the Ocean Trails site, although the proposed site is suitable. The long-term status of the site is unclear; at present its designation as a passive preserve is guaranteed for only three years. If the revegetation were to wait until a conservation easement can be obtained, it could be delayed a year or more. Ocean Trails rejected this alternative because of the uncertainties in timing.

ALTERNATIVE 3 – PROPOSED PROJECT – REVEGETATION IN SHORELINE PARK

The offsite habitat restoration required by the Project's HCP and by this amendment is installed in the southern half of Shoreline Park adjacent to the Project's existing revegetation efforts in the north half of the park. The City of Rancho Palos Verdes places a conservation easement over the area. The long-term viability of the existing Shoreline Park revegetation area is improved by removing the upwind source of invasive exotic plants. Ocean Trails supports this alternative because it provides an opportunity to have a successful revegetation project that will enhance the viability of the existing revegetation efforts.

D. Road Repair Work

NO PROJECT ALTERNATIVE

The road is not repaired and continues to deteriorate, causing a significant danger to public health and safety. Eventually the road is closed, causing a major hardship by eliminating access through an area where there is no alternative route, creating negative economic impacts and negative environmental impacts due to the additional traffic on the significantly longer alternative routes. The slope failure destroys approximately .5 acre of habitat established on the slope. The City rejected this alternative because it would lead to a condition dangerous to public health and safety.

ALTERNATIVE 2 – COMPLETE EXCAVATION AND REBUILDING OF THE ROAD

The road is excavated down to the base of the slope and reconstructed with properly compacted fill. This creates a road that is less likely to require any repair and reconstruction in future years. The construction process destroys approximately 10 acres on the northern edge of Shoreline Park, including a

large portion of the habitat of one pair of CAGN. The City rejected this alternative because it would cause unnecessary impacts to revegetated areas within Shoreline Park.

ALTERNATIVE 3 – PROPOSED PROJECT – LIMITED ROAD REPAIR

The road is repaired by excavating down a maximum of 20' below the road surface and adding drainage improvements, impacting a maximum of .43 acre of CSS habitat used by one pair of CAGN. Onsite mitigation of direct impacts and offsite mitigation at a 2:1 ratio (3:1 for permanent impacts) is performed by the City of Rancho Palos Verdes within three months of the completion of the road repair work. The City supports this alternative because it protects public health and safety and minimizes habitat impacts.

8. ATTACHMENTS

- A. *Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan*, Palos Verdes Land Holdings Company and Zuckerman Building Company, July 1996.
- B. *Biological Resources Report and Impact Analysis for Landslide C at Ocean Trails, Rancho Palos Verdes, California*, prepared by Dudek and Associates, 10/13/99.
- C. *Amendment to the Biological Resources Report and Impact Analysis for Landslide C*, prepared by Dudek & Associates, 4/13/00.
- D. Map of Road Repair Work Impacts by Merit Civil Engineering Inc., dated 07/00
- E. *Figure 11, from the Ocean Trails 1999 Coastal California Gnatcatcher Monitoring Report*, Dudek & Associates, 10/19/99.
- F. *Figure 11 of the Ocean Trails 2000 Coastal California Gnatcatcher Monitoring Report*, in preparation, Dudek & Associates.
- G. *GRADING IMPROVEMENT AGREEMENT* made and entered into as of May 1, 1998, by and between the City of Rancho Palos Verdes and Ocean Trails, L.P.
- H. *Development Agreement* entered into on November 20, 1997 between the Permittees and the City of Rancho Palos Verdes.
- I. Declaration of Restrictions between the City of Rancho Palos Verdes and Ocean Trails, L.P.

9. REFERENCES

See the Habitat Conservation Plan for a master list of references.

Specific to the Palos Verdes Blue Butterfly, the following sources apply:

Mattoni, Rudi et al. *El Segundo Blue Butterfly Draft Recovery Plan*. U.S. Fish and Wildlife Service, September 1997.

Mattoni, Rudi. *Rediscovery of the endangered Palos Verdes blue butterfly *Glaucopsyche lygdamus palosverdesensis* Perkins and Emmel (Lycaenidae)*. *Journal of Research on the Lepidoptera*, 1992

New, T.R. *Conservation Biology of Lycaenidae (Butterflies)*. Occasional Paper of the IUCN No. 8.

**OCEAN TRAILS
RESIDENTIAL AND GOLF COMMUNITY**

**COASTAL SAGE SCRUB AND SENSITIVE SPECIES
HABITAT CONSERVATION PLAN**

Submitted by:

**PALOS VERDES LAND HOLDINGS COMPANY
and
ZUCKERMAN BUILDING COMPANY**

25200 La Paz Road, Suite 200
Laguna Hills, CA 92653
(714) 586-4400

July 1996

**Exhibit B
(To the July 1996 Implementing Agreement)**

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- 10.** Distribution of Breeding Pairs of Cactus Wren on the Palos Verdes Peninsula Spring 1993, J. Atwood Progress Report No. 1
- 11.** General Distribution of Coastal Sage Scrub on the Palos Verdes Peninsula with $\geq 30\%$ Coverage J. Atwood Progress Report No. 1, 1993
- 12.** Phase I West Bluff Revegetation and Enhancement Detail @ 7.0 Acres
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- B. The Taxonomy, Distribution, and Status of Coastal California Cactus Wrens (A.M. REA. 1990)
- C. Federal Register/Vol 56 No. 180 Proposed Rule to List the Coastal California Gnatcatcher as Endangered (September 17, 1991)
- D. California Gnatcatchers, Cactus Wrens and Conservation of Coastal Sage Scrub on the Palos Verdes Peninsula Progress Report No. 1 (March 11, 1993)
- E. Federal Register/Vol 59 No. 23 Proposed Rule to List the Pacific Pocket Mouse as Endangered (February 3, 1994)
- F. Biological Resources Report and Impact Analysis for the Ocean Trails Habitat Conservation Area (July 1994 Dudek)
- G. An Environmental Assessment on Golf Course Development Prepared by RBF (May 1990)
- H. Concept Drainage Plan/Runoff Management and Water Quality Control Prepared by RBF (January 1994)
- I. Addendum No. 3 to Final Environmental Impact Report No. 36 (August 4, 1994 RBF)
- J. Draft Conservation Easement Grant (City Switchback)
- K. Draft Conservation Easement Grant (Shoreline Park)

PROJECT SUMMARY

INTRODUCTION

Palos Verdes Land Holdings Company and Zuckerman Building Company (Owners) are applying to the U.S. Fish and Wildlife Service (USFWS) for a Permit (Permit) under Section 10(a)(1)(B) of the Endangered Species Act (Act) and to the California Department of Fish and Game (CDFG) for an agreement consistent with Fish and Game Code Section 2081 to allow incidental take of two pair of coastal California gnatcatchers (*Polioptila californica californica*) during lawful activities on the Ocean Trails Property. In addition to the coastal California gnatcatcher, the HCP is intended to serve as an Advance Habitat Conservation Plan for the cactus wren (*Campylorhynchus brunneicapillus cousei*) as well as six sensitive plant species as follows: aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus var. lonchus*), south coast saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*), seaside calandrinia (*Calandrinia maritima*), and bright green dudleya (*Dudleya virens*) - all of which are conserved under the HCP as if they were listed. Accordingly, the Owners are also seeking authorization for future incidental take of these unlisted species should they ever become listed in the future. This is consistent with the United States Department of the Interior's "No Surprises" policy. Actions would include execution of the Implementing Agreement (Agreement) incorporating a Habitat Conservation Plan (HCP) to mitigate impacts on these "Plan Species" present on the Ocean Trails Property, located within the City of Rancho Palos Verdes, County of Los Angeles, California.

LOCATION

The Owners propose to develop a parcel of land on the shoreline of the Palos Verdes Peninsula (Figures 1, 2 and 3). The site is located in the City of Rancho Palos Verdes,

on the southeastern shoreline of the Palos Verdes Peninsula, approximately 25 miles south of downtown Los Angeles, Los Angeles County, California.

The project site is bounded by Palos Verdes Drive South to the north and the Pacific Ocean to the south, and generally between the Portuguese Bend Club to the west and Shoreline Park to the east. The project area consists of 269.9 acres. The site is characterized by a series of low, rolling hills above a coastal bluff that extends to the water. The property includes approximately 1.5 miles of coastline featuring bluffs supporting coastal vegetation leading to a rocky beach area.

PROPOSED PROJECT

Implementation of the project would transform the project site into a public golf course/residential community consisting of 75 home sites, 4 low income housing units, an 18-hole public golf course, public parks and parking, public trails, and 233.0 acres of open space lands dedicated overall (i.e., on the project site and in adjacent conservation easements). Grading within the project site would remove 16.4 acres of medium quality and disturbed coastal sage scrub and 0.6 acre of medium quality coastal bluff scrub (CBS) from the project site in two stages over a 20-month period. Each stage of grading would be accompanied by coastal sage scrub (CSS) and coastal bluff scrub (CBS) revegetation and enhancement. During the 20 months of grading, the total amount of CSS (existing plus revegetated) will be greater than the current (pre-grading) extent of habitat. Following site development, there will be a net gain of 29.7 acres of CSS and 2.9 acres of coastal bluff scrub (CBS) on the project site. In dedicated offsite conservation easements there will be

a net gain of 31.7 acres of CSS. Combining onsite and offsite, there will be a total net gain of 61.4 acres of CSS and 2.9 acres of CBS (64.3 acres). NOTE: These totals will be increased by virtue of a 1995 "Settlement Agreement" between the Owners and several local environmental groups which provides for additional setbacks and "non-active play areas" in the golf course along the buffer adjacent to the bluff edge. To the extent practicable, these areas are to be revegetated with CSS.

MITIGATION

The HCP and Agreement detail the project actions that would result in take of coastal California gnatcatchers and cactus wrens and specific actions that will be incorporated as project actions to mitigate such takings. Mitigation measures include: 114.5 acres of offsite, contiguous conservation easements; a five-year CSS revegetation monitoring and maintenance program; a brown-headed cowbird trapping program; habitat buffers; habitat fencing; coastal bluff protection; trail realignment to protect critical habitat; resident environmental education program; and, funding for long term conservation efforts.

CONSERVATION PROGRAMS

The conservation programs included within this HCP initially were developed in 1992 and 1993 during the project's processing through the City and the California Coastal Commission (CCC). Subsequently, the programs have been expanded and refined through numerous consultations with the USFWS and CDFG.

On March 25, 1993, the coastal California gnatcatcher was listed as threatened by the USFWS under the Federal Endangered Species Act, and the Natural Communities Conservation Program (NCCP) was formally announced as a means to preserve the plant and wildlife communities supported by CSS vegetation throughout southern California. The Ocean Trails HCP provides an important first step of the NCCP, especially in the Palos Verdes Peninsula Subregion.

This HCP is consistent with regional conservation planning efforts and continued development of the Natural Communities Conservation Planning ("NCCP") in Los Angeles County. The HCP establishes conservation measures, monitoring programs, and long-term maintenance plans based on years of ecological studies of the site. Further, the HCP provides a mechanism for guaranteed future funding of conservation programs.

OBJECTIVE

The objective of this HCP is to protect, enhance, and revegetate CSS habitat that is preferred by the coastal California gnatcatcher, cactus wren, other CSS species and to preserve sensitive plant species found onsite and on contiguous properties. This HCP establishes conservation measures, monitoring programs, and long-term maintenance plans based on four years of ecological studies. Further, the HCP provides a mechanism for guaranteed funding, in perpetuity, of a conservation program while permitting compatible public recreational and residential development to occur in a largely urban setting.

In order to protect, enhance and revegetate CSS habitat that is used by the coastal California gnatcatcher and cactus wren, strict revegetation criteria shall be met. The restoration plans outlined in this HCP will be reviewed and approved by USFWS and CDFG prior to implementation. Upon approval by USFWS and CDFG, this HCP will be reviewed by the City and the CCC in accordance with the conditions of approval adopted by each in approving the Ocean Trails project as follows:

<u>Entity</u>	<u>Timing</u>
City of RPV- Planning Comm.	Within 30 days of approval by USFWS and CDFG
City of RPV- City Council	If appealed. Within 30 days of Planning Commission decision
Coastal Commission	Within 30 days of final City determination

As a broad document, the HCP can be incorporated into regional conservation and development plans by the four cities on the Palos Verdes Peninsula and the County of Los Angeles.

BENEFITS

The Ocean Trails project would result in the following biological and recreational benefits:

- Long-term conservation of the onsite coastal California gnatcatcher and cactus wren populations;
 - Long-term conservation of adjacent offsite coastal California gnatcatcher and cactus wren populations;
 - Long-term conservation and monitoring programs for the onsite and offsite CSS habitat, coastal California gnatcatchers, and cactus wren, including a cow-bird trapping program;
 - Revegetation and enhancement of 87.1 acres of CSS, dedicated and protected, in perpetuity, as public natural open space;
 - Preservation of 34.5 acres of CBS lands and enhancement of 3.5 acres of CBS, dedicated and protected as public natural open space in perpetuity;
- Preservation of a 3.3-acre coastal bluff bird nesting area;
 - Provision of information pertaining to the biology of coastal California gnatcatcher and cactus wren to the USFWS and CDFG;
 - Provisions for a red fox/feral cat trapping program.
 - Provisions for perpetual funding of conservation efforts;
 - Protection from coastal bluff erosion;
 - Alignment of trails to protect habitat while still providing public access to and along the coast; and,
 - A resident/public environmental educational program.

PHASING

Residential development of the western portion of the property (Stage 2) may not begin until success criteria for the western passive park revegetation area have been met to the satisfaction of USFWS and CDFG.

CHAPTER 1

PROJECT HISTORY AND BACKGROUND

1.1 INTRODUCTION

This report consists of a Habitat Conservation Plan (HCP) prepared in accordance with Section 10(a)(1)(B) of the Federal Endangered Species Act (Act) and consistent with California Fish and Game Code Section 2081 to allow incidental take of two pair of coastal California gnatcatchers (*Polioptila californica californica*) during construction of the Ocean Trails project in the City of Rancho Palos Verdes, County of Los Angeles, California. This HCP also covers the following unlisted species: cactus wren (*Campylorhynchus brunneicapillus couesi*) as well as sensitive plant species as follows: aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus* var. *lonchus*), South Coast Saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*) seaside calandrinia (*Calandrinia maritima*), and bright green dudleya (*Dudleya virens*). The conservation measures described in the HCP have been incorporated into an Implementing Agreement between Palos Verdes Land Holdings Company and Zuckerman Building Company (Owners), the City of Rancho Palos Verdes, CDFG and USFWS. The HCP and Agreement are consistent with the mitigation commitments described in Final Environmental Impact Report No. 36 which was certified by the City in accordance with the California Environmental Quality Act.

This HCP considers and analyzes, both legally and biologically, the following species of concern the coastal California gnatcatcher, cactus wren, aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus* var. *lonchus*), South Coast Saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*) seaside calandrinia (*Calandrinia maritima*), and bright green dudleya (*Dudleya virens*). Biological surveys conducted between 1992 and 1994 indicate that the coastal California

gnatcatcher is the only federal threatened or endangered plant or wildlife species present on the site.

The mitigation commitments imposed on the Ocean Trails project include conservation programs for the coastal California gnatcatcher and cactus wren and their habitat. The Ocean Trails' mitigation program is designed to produce the following: (1) a net gain of coastal California gnatcatcher and cactus wren habitat within the project boundaries; (2) an increase of coastal California gnatcatcher and cactus wren habitat on immediately adjacent properties (via open space easements); (3) long term increase in the quality of coastal California gnatcatcher and/or cactus wren habitat; (4) no long-term reduction in coastal California gnatcatcher or cactus wren population size within the project boundaries; and (5) a 100% increase in Coastal Sage Scrub (CSS) habitat on the project and easement sites.

The HCP includes a description of the proposed project and the general habitats on the Ocean Trails site, the results of focused surveys for coastal California gnatcatcher and cactus wren, an analysis of the net effect of the proposed project on these two species, and mitigation measures that will reduce impacts to coastal California gnatcatcher and cactus wren populations. Chapter 4 presents a detailed mitigation plan for project impacts.

Documentation pertaining to the biology of the coastal California gnatcatcher, cactus wren, other sensitive species and habitat, and the setting of this project are included in the Appendices to this HCP.

The HCP establishes conservation measures, monitoring programs, and long-

term maintenance plans based on four years of ecological studies. Further, the HCP provides a mechanism for guaranteed funding of conservation programs in perpetuity, and allows compatible public recreational and residential development in a largely urban setting.

In order to protect, enhance and revegetate coastal sage scrub habitat that is appropriate for use by the coastal California gnatcatcher and cactus wren, strict revegetation criteria will be met.

The restoration plans outlined in this HCP will be reviewed and approved by the City, CDFG, CCC and USFWS prior to implementation.

1.2 PROJECT DESCRIPTION

The Ocean Trails property is located in the City of Rancho Palos Verdes, County of Los Angeles, California (*Figure 4*). The project site is situated between Palos Verdes Drive South and the Pacific Ocean, and generally between the Portuguese Bend Club to the west and Los Angeles County owned Shoreline Park to the east. The "Study Area" analyzed in this HCP consists of 428.4 acres as follows:

1)	Onsite Project Area	269.9 acres
2)	City "Switchback" Area	102.0 acres
3)	Shoreline Park (LA County)	<u>56.5 acres</u> 428.4 acres

The "Onsite Project Area" is the Owner's property where project impacts occur. The Switchback Area and Shoreline Park are adjacent parcels of land owned by public entities. Of the 102.0 acres comprising City "Switchback" Area 94.5 acres as well as 20.0 of the 56.5 acres comprising Shoreline Park will be encumbered with conservation easements. For purposes of this HCP this 114.5 acres (94.5 acres + 20.0 acres) has been termed the "Offsite Conservation Easements Project Area".

Limited development has occurred on two parcels within the project area (owned by others). Brief descriptions of these parcels are as follows:

School District Property. The Palos Verdes Peninsula School District owns an 8.5 acre square-shaped parcel in the center of the project site which is currently used for agricultural purposes. No naturally occurring habitat currently exists on this site. The parcel will be a part of the development plan. Negotiations with the School District and Owners of the Ocean Trails Property have been completed to lease this site for additional golf and habitat restoration. It is estimated that once this parcel is obtained by the Owners, approximately 4 golf holes in the current project plan will be expanded into the school site. Additionally, 2.0 acres of the school site would be revegetated with coastal sage scrub (*Figure 5*).

Ocean Terrace Condominiums. Also within the overall project site is a 100 unit existing condominium complex known as the Ocean Terrace Condominiums. It consists of two buildings located on 5.5 acres situated on the eastern side of the property. These units were completed in 1973 and are accessed by two roadways, one of which (Paseo Del Mar) will be abandoned partially and replaced by golf and habitat uses. The parcel will not be a part of the development plan.

Between the 1950's and 1993, the only alteration of topography or removal of vegetation was associated with agricultural operations, weed abatement, and with the construction of a 110 foot wide street (Paseo del Mar) to service transportation and utility needs for the Ocean Terrace Condominiums and the School District Site as well as future development of the property. In November, 1993, the Owners initiated revegetation and enhancement efforts on a portion of the 7.0 acre West Bluff Preserve in the western limits of the property.

The purpose of this effort, more than eighteen months prior to grading for development purposes, was to ensure a net gain of CSS and CBS prior to grading.

The original Ocean Trails project was approved in December 1992 by the City of Rancho Palos Verdes and subsequently by the California Coastal Commission in April 1993. The approved project allowed 83 single family home sites, an 18 hole public golf course and conservation areas/public amenities. Subsequent to this approval, extended discussions with the USFWS and CDFG identified a need to provide for more precise plans, detailing the impacts, mitigation measures, monitoring programs, and financial requirements necessary for this HCP. These discussions, combined with additional geotechnical analysis, generated modifications to the "approved project" that benefit the habitat areas as well as the general public. These modifications include the following:

- 1) A reduction from 83 to 75 single-family homesites;
- 2) Relocation of community clubhouse to area adjacent to Halfway Point Park (active);
- 3) Elimination of public trail segment through Mariposa Lily vegetation area;
- 4) Realignment of public trail segment to area north of West Bluff Habitat Preserve;
- 5) Relocation of wheelchair requirements on public trail in bluff, thereby eliminating major grading of bluff face;
- 6) Minor rearrangement of trails and parking;
- 7) Positioning of golf maintenance facility and low-income housing adjacent to major existing public street.

Implementation of the modified project (Figure 4) would transform the project site into a public golf course - residential community containing a total of 75 homesites, 4 low income housing units, an

18-hole public golf course, public parks and parking, public trails, and natural open space preserves (onsite and offsite). Additionally, the plan (as enhanced by this HCP) contains: measures to protect sensitive plant and wildlife species; setback, grading and storm drain measures to resolve bluff erosion problems, improves access to the coastline by provision of parking and recreational activities, including the 5.1 acre Halfway Point Park which will provide controlled coastal access; provides overlooks, picnic areas and interpretive signing; and, guarantees funding for the perpetual management and monitoring of onsite and adjacent offsite open space lands revegetated and dedicated for plant and wildlife species conservation through Owners contribution, bonds, and a special assessment district. Gross acreages for the principle land uses onsite are as follows:

• Residential Development	76.0 acres
• Fuel Modification Zones	1.0 acre
• Active Public Access & Bluff Top Buffer	22.0 acres
• Designated Preserve Areas	23.0 acres
• Bluff Face	34.5 acres
• Public Golf Course	<u>113.4 acres</u>
TOTAL	269.9 acres

Proposed Grading Program

Creation, removal, and replacement of habitat will result in a net gain of available coastal sage scrub habitat throughout the development process. Staggered grading and avoidance of birds during the breeding season in conjunction with revegetation should cause no more than two (2) pairs of coastal California gnatcatchers and no (0) cactus wrens to be lost as breeding pairs on the site.

Grading on the project site will occur in two (2) stages. Project grading will remove 22.2 acres of the total 63.2 acres of coastal sage scrub and related habitats (as described in Section 3 above). Proposed grading of coastal sage scrub will occur outside the breeding season, as determined by the monitoring biologists. Coastal California gnatcatchers and cactus wrens, if present,

will be flushed from occupied habitat immediately prior to disturbance by brush-clearing or earth-moving equipment, and no individuals will be directly lost by site grading. *Figures 7 and 8* show the extent and location of anticipated impacts on coastal sage scrub.

Grading for the proposed project will be completed in two stages over a 20-month period. Each stage of grading will be accompanied by coastal sage scrub revegetation and enhancement.

Site grading is scheduled to begin in August 1996, following the 1996 breeding season for coastal California gnatcatcher and cactus wren. Four (4) acres of CSS revegetation and three (3) acres of CBS enhancement (together, the 7.0 acre West Bluff Preserve) will be in place, prior to the Stage 1 grading.

Stage 1 grading covers approximately 75% of the onsite project area and includes the golf course and the eastern residential area (Figure 8). During Stage 1 grading, removal of approximately 16.0 acres of the total 22.2 acres of CSS and related communities will occur. Additionally, 0.6 acres of CBS will be affected. Upon completion of Stage 1 grading, there will be 27.7 acres of revegetation and enhancement of CSS completed and/or underway both onsite and offsite. This 27.7 acres of revegetation and enhancement, when added to the 7.0 acres of revegetation and enhancement previously completed will provide a total of 34.7 acres of CSS and CBS revegetated and enhanced prior to Stage 2 grading.

Stage 2 grading covers approximately 25% of the onsite project area and includes the golf clubhouse site and the western residential area (Figure 8). During Stage 2 grading, only 0.4 acres of existing CSS will be removed. Upon completion of grading 55.9 acres will be revegetated and enhanced. This acreage includes the 14.4 acres of the east-west bluff top complex, 20.0 acres of golf course restoration, 21.0 acres of Switchback Area restoration and

enhancement, and 0.5 acre CBS restoration west of Halfway Point Park.

After Stages 1 and 2 of grading have been completed, 16.4 acres of CSS and 0.6 acres of CBS will have been impacted and 90.1 acres of CSS and 0.5 acres of CBS will have been provided.

Conservation measures designed to minimize the immediate potential adverse effects on the coastal California gnatcatcher and cactus wren during site grading are discussed in Chapter 4 of this HCP.

1.3 ENVIRONMENTAL DOCUMENTATION

Provided below is a chronological summary of the environmental documents that have been prepared for the property in order to evaluate impacts associated with the proposed project and to satisfy the requirements of the California Environmental Quality Act (CEQA). As part of the documentation identified below, extensive biological, hydrological, cultural and traffic surveys were conducted and reports prepared that assessed potential impacts associated with implementation of the proposed project.

A. Draft Environmental Impact Report (EIR) No. 36 - June 1991

A draft EIR was prepared for the golf course - residential development in June, 1991. This document addressed impacts associated with development of 120 single-family custom estate lots on approximately 108.5 acres and an 18-hole public golf course.

B. Supplemental Environmental Impact Report - March 1992

During March of 1992, a Supplemental EIR was prepared for the project addressing a decrease in residential units from 120 lots to 83 lots. Responses to comments received on the Draft EIR were prepared in May 1992.

C. Final Environmental Impact Report - June 1992

The Draft EIR together with the Supplemental EIR and comments and responses, make up the Final EIR which was certified by the City of Rancho Palos Verdes City Council on June 1, 1992. The project, comprised of 83 residential homesites, no low income housing units, an 18-hole public golf course, public parks and parking, public trails, and natural open space (onsite), was also approved on June 1, 1992.

D. Addendum EIR No. 1 - December 1992

On August 12, 1992, the California Coastal Commission (CCC) felt that the previously approved development required additional public access and remanded the project back to the City for redesign and resolution of concerns. In response to the CCC requests, an Addendum EIR, dated October 30, 1992, was prepared to address a reduction in residential and golf area within the project. The Owners renamed the project "Ocean Trails" as the project included improved public access to coastal resources. This Addendum EIR was certified by the City Council on December 7, 1992. The project was approved by the City Council on the same date.

E. Addendum EIR No. 2 - October 1993

On July 6, 1993, the Superior Court of California, County of Los Angeles, found that the City had not made findings required by the California Government Code Section 65590 in approving the Ocean Trails plan. Section 65590, subdivision (d) of the Government Code states, "New housing developments constructed within the coastal zone shall, where feasible, provide housing units for persons and families of low or moderate income, as defined in section 50093 of the Health and Safety Code. Where it is not feasible to provide these housing units in a proposed new housing development, the local government shall require the developer to provide such housing, if feasible to do so, at another location within the same city or county, either within the coastal zone or within

three miles thereof." The second Addendum EIR, which was approved by the City on October 5, 1993, addressed the concerns of the Court by revising the approved Ocean Trails plan to include low income housing units.

F. Addendum EIR No. 3 - September 1994

As discussed above extended discussions with USFWS and CDFG as well as additional geotechnical analyses have resulted in modifications to the proposed project, resulting in a deletion of four residential homesites and the expansion of public facilities and habitat areas, as well as relocation of certain trail segments. *Figure 6* illustrates the proposed public trails consistent with these discussions. The third Addendum EIR addresses these refinements to the approved Ocean Trails plan, and was certified by the City Council on September 6, 1994.

G. Addendum EIR No. 4 - 1996

Project refinements resulted in: 1) the relocation of the golf clubhouse and public parking facilities, and 2) minor realignment of Paseo del Mar and several public trails. The fourth Addendum EIR, certified by the City, addresses these refinements.

H. Future Environmental Documentation

As stated in the Project Summary, upon approval by USFWS and CDFG, this HCP will be reviewed by the City and the CCC in accordance with the conditions of approval adopted by each in approving the Ocean Trails project. Appropriate documentation will accompany the actions in order to evaluate any new impacts (or changes to impacts) and to satisfy the requirements of the California Environmental Quality Act (CEQA).

CHAPTER 2

BIOLOGICAL RESOURCES AND SENSITIVE SPECIES

2.1 PLANTS

Past decades of agriculture and tenant farming along with military activities and uncontrolled human access has resulted in a high degree of disturbance and replacement of the native vegetation. In relation to the processing of the Ocean Trails project, four (4) biological studies have been conducted since 1992, as follows:

- 1) March 1992 Biological assessment study by LSA, Inc.
- 2) May/June '93 Rare/sensitive plant survey by Sweetwater Biologist, Inc.
- 3) 1993 Coastal California Gnatcatcher survey by Jonathan Atwood, Ph.D of Manomet Observatory
- 4) Spring '93 Biological assessment by Dudek Associates.

Copies of the written results of these studies are included in the Appendices and Reports supplement to this HCP.

2.1.1 Coastal Sage Scrub

Coastal sage scrub is a formerly widespread plant community in southern California, dominated by low, "soft," aromatic, drought-deciduous shrubs, varying from 1 to 2 meters in height. Onsite this community is dominated by California sage brush (*Artemisia californica*), coast goldenbush (*Isocoma menziesii*), and California encelia (*Encelia californica*), with lesser amounts of flat-top buckwheat (*Eriogonum fasciculatum*), laurel sumac (*Malosma laurina*), and lemonadeberry (*Rhus integrifolia*). Most of the coastal sage scrub onsite has been subject to disturbance, evidenced by the presence of weedy invasive annuals such as black mustard (*Brassica nigra*), slender wild

oat (*Avena barbata*), and bromes (*Bromus* spp.). Where the shrub cover is greater than 50% native species, this community is mapped as "coastal sage scrub"; where the shrub cover is between about 15 and 50% native species, it is mapped as "disturbed coastal sage scrub"; and where it is less than about 15%, it is mapped as "disturbed habitat."

It is likely that coastal sage scrub (or the related southern coastal bluff and southern cactus scrubs) formerly occupied nearly the entire study area. However, owing to historic agriculture and other uncontrolled human activities, it now is restricted to a few isolated, disjunct fragments, primarily in canyons and on steep slopes. Within the study area there are 34.4 acres of medium quality undisturbed and disturbed CSS. Within the project site, undisturbed or medium quality CSS is limited to 1.5 acres and there are 23.6 acres of disturbed coastal sage scrub. The Switchback Area supports 0.1 acre of CSS and 8.7 acres of disturbed CSS. Within the Shoreline Park area there is 0.5 acre of disturbed CSS (Table 1).

CSS represents valuable wildlife habitat and supports a variety of mammals, birds, and reptiles. Within the study area this community provides habitat for the coastal California gnatcatcher (CAGN) and cactus wren (CAWR). This community is recognized as highly sensitive (It is recognized that between 70 to 90 percent has been lost) and is the current focus of the State of California's Natural Communities Conservation Planning (NCCP) process. CDFG, USFWS and local jurisdictions are currently in the process of forming a subregional planning effort for habitat in the Palos Verdes Peninsula area. The Ocean Trails HCP provides an important first step in this effort.

2.1.2 Southern Coastal Bluff Scrub

According to Holland (1986), southern coastal bluff scrub is a coastal shrub community dominated by low woody and/or succulent plants, with a moderately diverse understory of herbaceous species. This community typically occurs on steep terrain exposed to ocean winds. Most growth and flowering occur from late winter through spring. Characteristic species include saltbush (*Atriplex* sp.), California encelia (*Encelia californica*), live-forevers (*Dudleya* spp.), coast prickly-pear (*Opuntia littoralis*), lemonadeberry (*Rhus integrifolia*), and a few sensitive species, including seaside calandrinia (*Calandrinia maritima*), aphanisma (*Aphanisma blitoides*), and bright green dudleya (*Dudleya virens*).

On the Ocean Trails project site, this community is restricted to the immediate coastline, on the steep cliffs overlooking the Pacific Ocean. The majority of this habitat has been subject to some disturbance, particularly from uncontrolled human access and erosion. Southern coastal bluff scrub occupies approximately 27.6 acres of the project site.

2.1.3 Southern Cactus Scrub

Southern cactus scrub is a form of coastal sage scrub that is dominated by shrubby succulent cacti, principally coast prickly-pear. Other non-succulent shrubs common in coastal sage scrub and southern coastal bluff scrub tend to make up the balance of the cover in this community, i.e., California sagebrush, California encelia, and flat-top buckwheat. Approximately 21.7 acres of southern cactus scrub - 12.1 acres undisturbed and 9.6 acres disturbed - were mapped within the study area. The Ocean Trails project site supports 7.5 acres of southern cactus scrub - 6.5 acres undisturbed and 1.0 acre disturbed. The remaining habitat - 5.6 acres undisturbed and 8.6 acres disturbed - occurs on the Switchback area and on Shoreline Park. This community is recognized as sensitive.

2.1.4 Riparian Scrub

Riparian (palustrine) communities occur where the groundwater level is close to the surface, such as along the edges of lakes and ponds and in drainages. Onsite, riparian scrub habitat is indicated by the presence of scattered mulefat (*Baccharis salicifolia*) and/or a very few willow trees (*Salix* sp.). The single riparian area mapped does not represent "significant" or high quality wetland habitat, but it does contribute to the overall habitat heterogeneity of the project site. The patch of disturbed riparian scrub located on the project site accounts for approximately 0.3 acre. An additional 0.2 acre of disturbed riparian habitat occurs on the Switchback area.

2.1.5 Baccharis Scrub

Baccharis scrub is a successional community that typically follows prolonged or severe perturbation to sage scrub or other coastal upland communities; it is not recognized by Holland (1986) as a native plant community. On the Ocean Trails site, this community consists of stands of coyote bush (*Baccharis pilularis*), representing 15-45% of the vegetative cover, within areas otherwise dominated by weedy invasive annuals, such as black mustard (*Brassica nigra*), slender wild oat (*Avena barbata*), bromes (*Bromus* spp.), and a few weedy perennials such as fennel (*Foeniculum vulgare*). The habitat quality is low because of former disturbance and the predominance of exotic species. Baccharis scrub occupies approximately 14.5 acres of the project site all of it on the Ocean Trails project site.

2.1.6 Experimental Revegetation Area (Phase I West Bluff Revegetation and Enhancement Area)

Within the project site, there is a 7.0 acre open space area designated for CSS and CBS revegetation (Figures 7 and 8). To date, approximately 4.8 acres of the restoration area have received initial site preparations and initial restoration planting are scheduled for winter 1994. Prior to

commencement of experimental revegetation efforts in 1993, this area consisted of disturbed habitat (principally ruderal annual grasses, fennel and mustard). The goal of restoration in the West Bluff area is to create habitat suitable for coastal California gnatcatcher breeding and foraging and to fine tune installation techniques and plant palettes for the balance of the revegetation efforts contemplated by this HCP.

2.1.7 City "Switchback" Area

The City owned Switchback Area consists of 102.0 gross acres. This adjacent property is located directly north of the County Shoreline Park property and north of a portion of the project site. This area consists of 0.1 acre of Coastal Sage Scrub and 8.7 acres of disturbed Coastal Sage Scrub. No Coastal Bluff Scrub exists on the site. The balance of the site consists of 78.3 acres of disturbed habitat, 0.2 acres of disturbed riparian, 6.4 acres of disturbed southern cactus scrub, and 8.3 acres of developed lands. A single pair of coastal California gnatcatchers and cactus wren were located with the disturbed southern cactus scrub, which is proposed for enhancement and is entirely within the proposed conservation easement area.

2.1.8 Shoreline Park

The County-owned Shoreline Park property consists of 56.5 gross acres. This adjacent property is located directly east of the Ocean Trails project site. This area consists of 3.0 acres of CBS and 0.5 acres of disturbed CSS. The balance of the site consists of 45.2 acres of disturbed habitat. 5.6 acres of southern cactus scrub and 2.2 acres of disturbed coastal sage scrub are located on the northwest boundary of the site. This area houses 3-5 pair of cactus wrens and 1-2 pairs of coastal California gnatcatchers. The majority of this southern cactus scrub area is within the proposed 20.0 conservation easement area.

2.1.9 Disturbed Habitat

Disturbed habitat represents areas previously subjected to either repeated or severe mechanical perturbation. These areas currently support an overwhelming predominance of invasive, weedy species, and may be referred to as non-native grasslands, ruderal habitat, etc. Some of this land has been tilled recently. On the Ocean Trails project site, this habitat type is dominated by non-native grasses, star-thistle (*Centaurea melitensis*), black mustard, and fennel. Disturbed habitat accounts for approximately 286.6 acres of the total study area. The habitat value of disturbed habitat is extremely low; few native plant or animal species occur in these areas.

2.1.10 Developed Areas

Developed areas are places where the colonization of vegetation is inhibited by active use or permanent structures. These areas include paved roads, dirt roads, buildings, and other cleared areas that lack vegetation. Developed areas account for 23.8 acres of the study area.

SUMMARY

The vast majority of the Ocean Trails project site, consists of disturbed habitat or developed land that provides relatively low wildlife habitat value and negligible value to native plant species. Within the two contiguous open space acquisition parcels, 131.8 acres or 83% of the land is disturbed habitat or developed. In total, the Ocean Trails study area contains 310.4 acres of disturbed habitat and developed land, or 74% of the total HCP study area of 419.9 acres.

2.2 WILDLIFE

As stated in Section 2.1 above, in relation to the processing of the Ocean Trails project, four (4) biological studies have been conducted since 1992, as follows:

- 1) March 1992 Biological assessment study by LSA, Inc.
- 2) May/June '93 Rare/sensitive plant survey by Sweetwater Biologist, Inc.
- 3) 1993 Coastal California Gnatcatcher survey by Jonathan Atwood, Ph.D of Manomet Observatory
- 4) Spring '93 Biological assessment by Dudek & Associates, Inc.

Copies of the written results of these studies are included in the Appendices and Reports supplement to this HCP.

2.2.1 Birds

A total of 39 bird species were identified during the 1994 Dudek survey of the study area. The most commonly observed species include California towhee (*Pipilo crissalis*), house finch (*Carpodacus mexicanus*), mourning dove (*Zenaida macroura*), and northern mockingbird (*Mimus polyglottos*).

Most of the birds observed are common residents or migrants within the region. However, two species of wildlife listed as endangered, the California brown pelican (*Pelecanus occidentalis californicus*) and the American peregrine falcon (*Falco peregrinus anatum*), and one species listed as threatened by the USFWS, the coastal California gnatcatcher (*Poliopitila californica californica*), were observed on or over the survey area either during the current survey or previously. Two species observed are recognized by the USFWS as category 2 candidates for listing - cactus wren

(*Campylorhynchus brunneicapillus cousei*) and loggerhead shrike (*Lanius ludovicianus*). The CAGN and CAWR sightings/locations are identified on Figure 7.

2.2.2 Reptiles and Amphibians

Three species of herpetofauna were observed during the 1994 Dudek survey: side-blotched lizard (*Uta stansburiana*), gopher snake (*Pituophis melanoleucus*), and Pacific diamondback rattlesnake (*Crotalus viridis helleri*). Reptiles and amphibians likely to be present within the study area include southern alligator lizard (*Gerrhonotus multicarinatus webbi*), western skink (*Eumeces skiltonianus*), western fence lizard (*Sceloporus occidentalis*), Pacific treefrog (*Hyla regilla*), and western toad (*Bufo boreas*).

2.2.3 Mammals

Seven species of native mammals were detected by sight, scat, tracks or other means (Dudek 1994): Botta's pocket gopher (*Thomomys bottae*), California ground squirrel (*Spermophilus beecheyi*), brush rabbit (*Sylvilagus bachmani*), deer mouse (*Peromyscus maniculatus*), woodrat (*Neotoma* sp.), striped skunk (*Mephitis mephitis*), and grey fox (*Urocyon cinereoargenteus*). All of these are common throughout the region. Several other mammals may occur on the property, including house mouse (*Mus musculus*), Virginia opossum (*Didelphis virginiana*), and several species of bats. A focused trapping program for the endangered Pacific pocket mouse (*Perognathus longimembris pacificus*) was conducted and no Pacific pocket mice were detected.

2.2.4 Invertebrates

Butterflies observed (Dudek 1994) include anise swallowtail (*Papilio zelicaon*), checkered white (*Pontia protodice*), Lorquin's admiral (*Limenitis lorquini*), west coast lady (*Vanessa annabella*), and buckeye (*Junonia coenia*). It is likely that several other common, widespread species also are

present. Other insects observed included dragonflies and damselflies (Odonata), bombyliid flies (Bombyliidae), and a variety of Hymenoptera (ants, bees, and wasps).

2.2.5 Wildlife Habitats

Wildlife habitats of greatest value are those that are (1) rare in Los Angeles County, (2) highly productive, (3) capable of supporting sensitive species, or (4) function as wildlife corridors or habitat linkages. Within the study area, six wildlife habitat types are present (Dudek 1994): coastal sage scrub, coastal bluff scrub, southern cactus scrub, riparian scrub, baccharis scrub, and disturbed. In addition, all wildlife in this area are influenced by the close proximity of extensive urban areas, which provide resources and opportunities for many species, and provide reduced resource value and opportunities for others. Contiguous with the Ocean Trails project area and Shoreline Park are beaches and the Pacific Ocean, habitats that are not addressed specifically in this HCP. The proximity of the ocean certainly affects the type and composition of plant communities (i.e., coastal bluff scrub), but its direct effect on animal populations is not known.

2.2.6 Wildlife Corridors

Wildlife corridors functionally connect larger areas of open, usable habitat together. These corridors provide avenues of dispersal for young animals as well as providing immigration and emigration paths. They may be represented by natural landscape features (e.g., riparian corridors or drainages) or by non-native features (e.g., channelized drainages, eucalyptus groves). Corridors provide for the continual exchange of genetic information between populations, which helps maintain genetic diversity. Maintenance of genetic diversity, in turn, reduces the probability of extirpation or extinction through stochastic events. Larger animals such as mule deer, coyotes, and mountain lions require large expanses of open land. For these species, corridors provide a link between habitat patches,

increasing the area available for dispersal, foraging and breeding. For smaller wildlife such as reptiles, amphibians, some birds, and small mammals, the corridor itself may serve as both habitat and a dispersion avenue.

In order to evaluate the importance of the study area in the context of wildlife movement, two considerations are important. First, which animal species potentially use the area? The primary "target" species usually identified for the maintenance of wildlife corridors in southern California are larger mammals such as coyote, bobcat, mule deer, and mountain lion. These larger animals, with the exception of coyote, have most likely been eliminated and are excluded from the site due to the development of the surrounding land. Second, is the study area situated such that wildlife movement to it or through it is important? The study area provides little value as a major wildlife corridor, because of its lack of connectivity to other substantial open habitat patches. The urbanization that dominates the Palos Verdes Peninsula separates the Ocean Trails study area completely from other substantial natural areas in the Los Angeles area. For larger mammals and perhaps some species of birds, the study area is an "island" of habitat in an "ocean" of urbanization with no viable connections to other large habitat patches.

2.3 SENSITIVE BIOLOGICAL RESOURCES

As stated in Section 2.1 above, in relation to the processing of the Ocean Trails project, four (4) biological studies have been conducted since 1992, as follows:

- 1) March 1992 Biological assessment study by LSA, Inc.
- 2) May/June '93 Rare/sensitive plant survey by Sweetwater Biologist, Inc.

- 3) 1993 Coastal California Gnatcatcher survey by Jonathan Atwood, Ph.D of Manomet Observatory
- 4) Spring '93 Biological assessment by Dudek & Associates, Inc.

Copies of the written results of these studies are included in the Appendices and Reports supplement to this HCP.

Sensitive biological resources discussed in this section include: plant and animal species present in the project vicinity that are given special recognition by federal, state, or local conservation agencies and organizations owing to declining, limited, or threatened populations, that are the result, in most cases, of habitat reduction. Sources used for determination of sensitive biological resources are as follows: wildlife – U.S. Fish and Wildlife Service (USFWS 1989, 1991), California Natural Diversity Data Base (CNDDDB), California Department of Fish and Game (CDFG 1980, 1986), Remsen (1978), McGurty (1980), and Murphy (1990); plants - USFWS (1990, 1993), CDFG (1987), CNDDDB, and Skinner and Pavlik (1994). The occurrence of sensitive species within the HCP study area is summarized in Table 2).

2.3.1 Sensitive Plant Species

No plant species recognized as threatened or endangered by the USFWS or CDFG have been reported from the site in the biological surveys listed in Section 2.3 above or by the California Native Plant Society (A. Brinkman-Busi, pers. comm.). However, six species either formerly or presently considered sensitive by the California Native Plant Society (Skinner and Pavlik 1994) are present: aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus* var. *lonchus*), South Coast Saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*) seaside calandrinia (*Calandrinia*

maritima), and bright green dudleya (*Dudleya virens*). These species are discussed below and their distributions within the study area are illustrated in Figure 7. The listing authorities and explanation of listing categories are presented in the Appendices.

Aphanisma blitoides - aphanisma
 USFWS: Candidate (Category 2)
 CDFG: None
 CNPS: List 1B, 2-2-2

Aphanisma is a spring-blooming (April-May) succulent annual that is branched from the base with slender stems 0.1-0.5 m long (Munz 1974). It is a monotypic species (only one species in the genus) that is restricted to the coastal strand from about Los Angeles County south into northern Baja California, Mexico; it also occurs on many of the California Channel Islands (Munz 1974, Smith and Berg 1988). However, it has not been seen recently in San Diego County (H. Wier, pers. comm.). It grows on bluffs and in alkaline areas below 25 msl in coastal sage scrub and other maritime plant communities.

This species was observed at two locations on the Ocean Trails project site, both in the CBS.

Astragalus trichopodus var. *lonchus* - ocean locoweed
 USFWS: None
 CDFG: None
 CNPS: Considered, but rejected: Too common

Ocean locoweed is a robust, bushy, branched, erect suffrutescent perennial, with cream colored flowers. It occurs on coastal bluffs and rocky hills below about 100 meters, along the immediate coast in Los Angeles, Ventura, and Santa Barbara counties. Although previously considered sensitive because of the loss of coastal habitat, this species recently was dropped from the CNPS listing (Skinner and Pavlik 1994) because it is considered to be "too common."

Ocean locoweed is present at locations on the Ocean Trails project site, in disturbed coastal sage scrub and disturbed habitat. It also is present in at least three locations on the Switchback Area, where it occurs in disturbed CSS and disturbed habitat. It is important in that it serves as the "host plant" for the Palos Verdes Blue Butterfly.

Atriplex pacifica - South Coast Saltscale
USFWS: Candidate (Category 2)
CDFG: None
CNPS: List 1B, 3-2-2

South coast saltscale is a prostrate to decumbent, mat-like annual. It is a rare species, restricted to coastal bluffs and adjacent shrublands below about 100 m (Hickman 1993). It has been reported from San Diego County north to Ventura County, from several of the California Channel Islands, and from northern Baja California, Mexico (Skinner and Pavlik 1994). The species has apparently suffered considerable loss of habitat from urbanization of coastal areas (Skinner and Pavlik 1994).

Angelika Brinkman-Busi (California Native Plant Society) reported a single population of the species located in the proposed east bluff preserve area of the project site.

Calochortus catalinae - Catalina mariposa lily
USFWS: None
CDFG: None
CNPS: List 4, 1-2-3

Catalina mariposa lily is a slender, erect perennial from a small bulb. The large bowl-shaped flowers are white, tinged with lilac. This species grows primarily in heavy soils in grasslands or shrublands below 700 m. It has been recorded from San Luis Obispo County south to San Diego County, and on several of the California Channel Islands (Skinner and Pavlik 1994). It is an uncommon species and is threatened by development of coastal areas.

Catalina mariposa lily is restricted to three locations on the Ocean Trails project site,

which are mostly on the bluff in southern coastal bluff scrub habitat.

Calandrinia maritima - seaside calandrinia
USFWS: None
CDFG: None
CNPS: List 4, 1-2-1

Seaside calandrinia is a low, fleshy annual herb, with red-purple flowers. It typically occurs in sandy soil along sea bluffs. Although it is widely distributed from Santa Barbara County south to northern Baja California, Mexico, it is uncommon to rare throughout its range. This species has suffered considerable loss and degradation of habitat as a consequence of the deterioration of native coastal bluff communities.

Although not observed during recent survey work within the Ocean Trails project site, seaside calandrinia previously was reported from two locations in southern coastal bluff scrub habitat.

Dudleya vires - bright green dudleya
USFWS: Candidate (Category 2)
CDFG: None
CNPS: List 4, 1-2-3

Bright green dudleya is a spring-blooming succulent that occurs in coastal chaparral, coastal sage scrub, and southern coastal bluff habitats. According to Skinner and Pavlik (1994), it has been reported from coastal Los Angeles County, San Clemente Island, Santa Catalina Island, and San Nicolas Island.

On the Ocean Trails project site and Shoreline Park sites, bright green dudleya is relatively common to abundant in southern coastal bluff scrub habitat along the southern edge.

2.3.2 Sensitive Wildlife Species

One species of wildlife listed as endangered by the USFWS, i.e., the California brown pelican (*Pelecanus occidentalis californicus*),

and one species listed as threatened by the USFWS, i.e., the coastal California gnatcatcher (*Poliioptila californica*) were observed on or over the site (Dudek 1994). Two other species observed onsite are recognized by the USFWS as candidates for listing - cactus wren (*Campylorhynchus brunneicapillus sandiegensis*) and loggerhead shrike (*Lanius ludovicianus*). Based on general information regarding wildlife distributions in the area, the site potentially could support a few other sensitive species. These species are discussed below. The listing authorities for sensitive wildlife species and explanation of listing categories are presented the in Appendices.

Pelecanus occidentalis californicus -
California brown pelican
USFWS: Endangered
CDFG: Endangered

The brown pelican is fairly common during most of the year along the coastal waters of southern California. Brown pelicans roost and nest only at a few traditional areas within the state. Fecundity plummeted to nearly zero in 1969-71 owing to eggshell thinning brought on by DDT bioaccumulation in prey.

Numerous individuals of the California brown pelican were observed flying over the site and adjacent to the site, over the ocean. However, this species does not nest or roost within the study area.

Falco peregrinus anatum - American peregrine falcon
USFWS: Endangered
CDFG: Endangered

The peregrine falcon is a rare transient and mostly non-breeding summer visitant in coastal southern California (Garrett and Dunn 1981). It prefers open areas with cliffs and canyons for cover and nesting. Falcon populations have decline drastically in recent years, particularly in coastal regions due to DDT contamination of prey items.

Although LSA reported a peregrine falcon onsite in March 1992, none were observed during surveys in 1994. The peregrine falcon occasionally may use the site for nesting, in particular the steep, isolated cliff faces, but it is a highly unlikely resident of the study area.

Poliioptila californica californica - coastal California gnatcatcher
USFWS: Threatened
CDFG: Species of Special Concern

The coastal California gnatcatcher (CAGN) is a small gray non-migratory bird with black tail markings. During the breeding season the male has a distinct black cap. Coastal California gnatcatchers eat insects and build a small, cup-shaped nest of plant material, animal hair, and spider webs. A pair of CAGN may forage over 5 to 20 acres during the breeding season and more widely at the end of spring. The present known range of the CAGN extends from the Ventura County south through Los Angeles, Orange, western Riverside, and San Diego counties, into northern Baja California, Mexico. It is an obligate resident of coastal sage scrub and inland sage scrub communities. Individuals of this species are generally found at elevations below 900 feet in San Diego, Orange, and Los Angeles County, and below 1,600 feet in Riverside County (Atwood 1990). Estimates of population sizes within California range from 1,200-2,000 pairs (Atwood 1990) to 1,645-1,800 pairs (MBA 1991).

Within the entire HCP study area, 7 CAGN pairs were observed including four pairs on the project site, one pair on the Switchback Area and two pairs in Shoreline Park (Table 3 and Figure 7).

Campylorhynchus brunneicapillus cousei - coastal cactus wren
USFWS: Candidate (Category 3)
coastal population
CDFG: Species of Special Concern

The cactus wren (*Campylorhynchus brunneicapillus cousei*) is a widespread and common species of the southwestern deserts, extending to the Pacific coast in southern California and Baja California. Rea and Weaver (1990) recognize a portion of the coastal population as a separate subspecies, *Campylorhynchus brunneicapillus sandiegensis*. According to Rea and Weaver (1990), the range of *C. b. sandiegensis* (the "San Diego" cactus wren) is restricted to the coastal slope of San Diego County and extreme southern Orange County. Populations occurring north of southern Orange County are assigned to the more common and widespread desert subspecies, *C. b. anthonyi*. Originally, all coastal populations from the Mexican border north to Ventura County had been assigned to the subspecies *sandiegensis*, but recently it has been concluded that populations in Orange, Los Angeles, and Ventura counties more closely resemble *anthonyi*. Regardless of taxonomic opinion, all coastal populations of cactus wren are recognized as Category 3 Candidates for listing. Its habitat has been depleted by housing and associated urban development.

Cactus thickets supporting the cactus wren occur throughout the southern half of the project site and Shoreline Park and in the southern part of the Switchback Area. Approximately 12 pairs of CAWR occur within the entire Ocean Trails HCP area: five pairs on the project site, two pairs in the Switchback Area, and five pairs in Shoreline Park (Table 3 and Figure 7).

Lanius ludovicianus - loggerhead shrike
USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The shrikes make up the only genus of predatory songbirds; they capture insects, lizards, and mice - impaling them on thorns or similar objects. The loggerhead shrike is a fairly common resident in agricultural land, desert wash and desert-edge scrub or grassland areas with scattered bushes, or broken chaparral. This early-nesting passerine is widespread in the southwestern

portion of California, absent only from the mountain zone. The continued loss of coastal sage scrub and other open scrub habitats and pesticide use (Ehrlich 1988) has resulted in a decline of this species.

This species is likely a breeding resident in the study area. Approximately three pairs were observed within the Ocean Trails project site and one pair on the Switchback Area.

2.3.3 Potentially-Occurring Sensitive Bird Species

Circus cyaneus hudsonius - northern harrier
USFWS: None
CDFG: Species of Special Concern

The northern harrier is a raptor that is considered a "species of special concern" by CDFG. It ranges throughout California and may be encountered in grasslands, open fields, and salt and freshwater marshes. According to Remsen (1978), the northern harrier is uncommon to fairly common migrant and winter visitor in Los Angeles County, and a rare and local summer resident. The schedule of their migrations is poorly understood.

In the Dudek 1994 study no harriers were observed onsite or on the study area.

Amphispiza belli - Bell's sage sparrow
USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

Locally, sage sparrows occur in chaparral and coastal sage scrub habitats. According to Garrett and Dunn (1981), Bell's sage sparrow is most numerous in the foothill area, but has been recorded at many places in the coastal lowlands as well. Current with the regional loss of coastal sage scrub, this species has declined owing to loss of habitat. Bell's sage sparrow recently was recognized by the USFWS as a category 2 candidate species for listing as threatened or endangered.

No sage sparrows were observed on site or in the study area.

Aimophila ruficeps canescens - southern California rufous-crowned sparrow
USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The rufous-crowned sparrow is considered sensitive by local and state agencies; it recently was recognized by USFWS as a federal category 2 candidate for listing as threatened or endangered. This species occurs primarily in coastal sage scrub and has declined as a result of habitat loss. According to Garrett and Dunn (1981) the project site falls well within the species' range.

No rufous-crowned sparrows were observed within the project site or the study area.

Eremophila alpestris actia - California horned lark
USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The California horned lark recently was given federal Category 2 candidate status by the USFWS. This species is resident primarily in open, sparsely vegetated habitats such as non-native grasslands. Garrett and Dunn (1981) indicates that this species is a common breeding resident and an abundant migrant and winter visitor in Los Angeles County.

No individuals of the California horned lark were observed within the HCP study area.

2.3.4 Reptiles

No sensitive amphibians or reptiles were observed on the property during any of the surveys; however, a few potential species are discussed below.

Cnemidophorus hyperythrus beldingi - orange-throated whiptail
USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The orange-throated whiptail lizard (*Cnemidophorus hyperythrus*) is a small, slender, insectivorous lizard with a bright orange patch on its throat. It occurs in the United States and Mexico, ranging from coastal southern California south to the tip of the peninsula of Baja California. This species has exhibited population declines in California associated with the conversion of coastal sage scrub and dry wash habitats for agriculture, urban development, and flood control. An active forager, the orange-throated whiptail frequents dry, often rocky hillsides, ridges, valleys, and washes that support broken coastal sage scrub, chaparral, mule fat scrub, and grassland mixed with sage scrub species. It often occurs with the more common western whiptail (*C. tigris*). The orange-throated whiptail relies to some extent on the burrows of small mammals, such as the California ground squirrel (*Spermophilus beecheyi*), for protection from predators and adverse environmental conditions.

The Palos Verdes Peninsula is outside the historic range of the orange-throated whiptail, and no animals were found during the Dudek 1994 survey within the HCP study area.

Cnemidophorus tigris multiscutatus - coastal western whiptail
USFWS: Candidate (Category 2)
CDFG: None

The coastal western whiptail is a moderately large, slender lizard typically found in semiarid areas or where the vegetation is sparse. It eats insects, spiders, scorpions, and lizards. It is restricted to the western coast of North America from about Ventura County, California, south through the northern two-thirds of the peninsula of Baja California. This species apparently has declined in California as a result of loss of habitat to urban development. As part of the effort to preserve coastal sage scrub in southern California, the coastal western whiptail was designated a Category 2 Candidate species for listing as threatened or endangered by USFWS in 1991.

None were observed within the HCP study area.

Crotalus ruber - northern red-diamond rattlesnake

USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The northern red-diamond rattlesnake is a brick red to pinkish tan relative of the western diamondback (*Crotalus atrox*). It ranges from San Bernardino County south through most of Baja California, Mexico (Stebbins 1985). It occurs in desert scrub, thorn scrub, and chaparral habitats below about 1200 meters (4,000 feet).

This species was not observed within the HCP study area.

2.3.5 Mammals

Lepus californicus bennettii - San Diego black-tailed jackrabbit

USFWS: Candidate (Category 2)
CDFG: Species of Special Concern

The black-tailed jack rabbit is the largest rabbit in southern California. It occurs primarily in open or semi-open country (Bond 1977). The San Diego black-tailed jack rabbit (*Lepus californicus bennettii*) is found in the Upper Sonoran life zone along the coast to the western base of the coastal mountains, from sea level to 6,000 feet on Cuyamaca Peak. Because of its occurrence in coastal sage scrub, this subspecies recently has been included by the USFWS as a category 2 candidate.

No individuals were observed during the Dudek 1994 survey work within the HCP study area, however LSA biologists reported a single individual in an unspecified location in 1992.

Perognathus longimembris pacificus - Pacific pocket mouse

USFWS: Endangered
CDFG: Species of Special Concern

The Pacific pocket mouse was emergency listed as endangered by the USFWS when a small remnant population was recently discovered. Historic records of this smallest subspecies of the pocket mouse extend along the immediate coast from Marina del Rey, Los Angeles County, to the Mexican border. Only eight definite localities have been documented, most of which were subsequently lost to development (Erickson 1993). Few specimen records occur since the 1930's, until the species was not definitely identified by trapping studies on Dana Point, Orange County, in 1993 (Brylski 1993). Habitats include coastal strand, sand dunes, ruderal vegetation on river alluvium, and open coastal sage scrub on marine terraces. In addition to habitat loss, predation by house cats has been identified as a potential threat to the one known extant population.

This species was not observed within the HCP study area.

2.3.6 Invertebrates

Glaucopsyche lygdamus palosverdesensis - Palos Verdes blue
USFWS: Endangered
CDFG: None

The Palos Verdes blue is a coastal ecotype of the wide ranging silvery blue (*Glaucopsyche lygdamus australis*) that formerly was confined to the southern half of the Palos Verdes Peninsula in southern Los Angeles County, California (Mattoni 1993). The larval host plant is ocean locoweed (*Astragalus trichopodus* var. *lonchus*). In 1986 Arnold reported the decline of this subspecies and speculated that it was extinct.

All subsequent efforts to re-locate the species on the Palos Verdes Peninsula were unsuccessful, and it was believed that it had succumbed to loss, degradation, and fragmentation of habitat. Unexpectedly, a small population (of 100-200 individuals) of this species was discovered in the spring of 1994 on a small patch of habitat on military

controlled property in San Pedro, California, east of the subject property.

Although the food plant, ocean locoweed, is present on the Ocean Trails project site and Switchback Area, this butterfly apparently is not. Despite focused survey efforts by several resident lepidopterists on the Palos Verdes Peninsula, this species had been seen nowhere from 1986 until its recent discovery at San Pedro (personal verbal communication between Dr. John Brown and Dr. Rudi Mattoni).

TABLE 1

ACREAGES OF EXISTING PLANT COMMUNITIES
WITHIN OCEAN TRAILS HCP STUDY AREA

Plant Community	Ocean Trails Project Site	Shoreline Park	Switchback Area	Study Area Total
Baccharis scrub	14.5	0.0	0.0	14.5
Coastal bluff scrub (CBS)	27.6	3.0	0.0	30.6
Disturbed coastal bluff scrub	3.0	0.0	0.0	3.0
Coastal sage scrub (CSS)	1.5	0.0	0.1	1.6
Disturbed coastal sage scrub	23.6	0.5	8.7	32.8
Developed/Agricultural	24.0	0.0	8.3	32.3
Disturbed habitat	163.1	45.2	78.3	286.6
Revegetation area	4.8	0.0	0.0	4.8
Disturbed riparian	0.3	0.0	0.2	0.5
Southern cactus scrub	6.5	5.6	0.0	12.1
Disturbed southern cactus scrub	1.0	2.2	6.4	9.6
Gross Acreage Total	269.9	56.5	102.0	428.4

* Source: Dudek & Associates, Inc., 1994. (See Figure 7)

TABLE 2

OCCURRENCE OF SENSITIVE SPECIES
 WITHIN THE OCEAN TRAILS HCP AREA
 (Dudek & Associates, Inc.)

Species	Ocean Trails Project Site	Switchback Area	Shoreline Park
Plants			
<i>Aphanisma blitoides</i> (aphanisma)	X	O	O
<i>Astragalus trichopodus</i> var. <i>lonchus</i> (ocean locoweed)	X	X	O
<i>Atriplex pacifica</i> (south coast saltscale)	X	O	O
<i>Calochortus catalinae</i> (catalina mariposa lily)	X	O	O
<i>Calandrinia maritima</i> (seaside calandrina)	X	O	O
<i>Dudleya virens</i> (bright green dudleya)	X	O	X
Birds			
<i>Pelecanus occidentalis californicus</i> (California brown pelican)	X	X	X
<i>Circus cyaneus hudsonius</i> (northern harrier)	X	X	X
<i>Falco peregrinus anatum</i> (American peregrine falcon)	X	X	X
<i>Campylorhynchus brunneicapillus cousei</i> (coastal cactus wren)	X	X	X
<i>Polioptila californica californica</i> (coastal California gnatcatcher)	X	X	X
<i>Lanius ludovicianus</i> (loggerhead shrike)	X	X	O
Reptiles			
<i>Cnemidophorus tigris multiscutatus</i> (coastal western whiptail)	O	O	O
<i>Crotalus ruber</i> (northern red-diamond rattlesnake)	O	O	O
Mammals			
<i>Lepus californicus bennettii</i> (San Diego black-tailed jackrabbit)	X	O	O
* <i>Perognathus longimembris pacificus</i> (Pacific pocket mouse)	O	O	O

Source: Dudek & Associates, Inc. - 1994

- X - Detected
- O - Not detected
- - A Pacific pocket mouse survey was inducted in September 1994. No Pacific pocket mice were detected. Dudleya virens detected on portion of Shoreline Park property were not specifically mapped and are not shown on map pockets at the back of this report. Brown Pelicans were observed offshore.

TABLE 3

OCEAN TRAILS HCP STUDY AREA
 COASTAL CALIFORNIA GNATCATCHER AND CACTUS WREN SUMMARY (IN PAIRS)

Survey Team	Ocean Trails Project Site		Switchback Area		Shoreline Park	
	Coastal California Gnatcatcher	Cactus Wren	Coastal California Gnatcatcher	Cactus Wren	Coastal California Gnatcatcher	Cactus Wren
LSA (1992)	3-4	6	-	-	-	-
MANOMET (1993)	3	4	2	2	1	2
Dudek (1994)	4	5	1	2	2	5

Source: Dudek & Associates, Inc. 1994

CHAPTER 3

IMPACTS OF THE PROPOSED PROJECT

3.1 INTRODUCTION

This section provides an assessment of the net effect of the proposed project and mitigation measures on the existing coastal California gnatcatcher (CAGN), cactus wren (CAWR), and other sensitive species populations. The assessment of effects assumes the full implementation and completion of the coastal sage scrub revegetation and enhancement program, and adherence to the coastal California gnatcatcher and cactus wren conservation and mitigation programs outlined in Chapter 4 of this document. All conservation measures have been incorporated into the Implementing Agreement (See Appendices).

To determine potential impacts to CAGN and other sensitive species, proposed activities on the project site have been evaluated according to two definitions of "take". The Endangered Species Act provides the federal definition for "take" as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect (a Federally listed species), or attempt to engage in any such conduct." The California Fish and Game Code, which provides a different definition, defines "take" as to "hunt, pursue, catch or kill" a listed or candidate species.

The proposed project will impact coastal sage scrub habitat that is used by CAGN and CAWR. Dudek (1994) addressed potential impacts to biological resources that would result from implementation of the proposed development. Direct impacts were quantified by overlaying the limits of project grading on the biological resources and sensitive species maps of the site (See Appendices). It was determined that indirect impacts could not be measured directly although they may include habitat fragmentation and isolation, displacement of wildlife, interruption of wildlife corridors, and

edge effects associated with development (e.g., noise and light, urban meso-predators and non-native plants).

3.2 ASSESSMENT OF IMPACTS TO PLANT COMMUNITIES

Implementation of the proposed development would result in impacts through grading and construction to approximately 179.7 acres of native and non-native plant communities:

Coastal Sage Scrub and Related Habitats

- Loss of 0.6 acre of coastal bluff scrub.
- Loss of 0.7 acre of coastal sage scrub.
- Loss of 15.7 acres of disturbed coastal sage scrub.
- Loss of 0.1 acre of southern cactus scrub.
- Loss of 5.1 acres of disturbed southern cactus scrub.

Disturbed Habitat

- Loss of 142.8 acres

Other Habitats

- Loss of 14.5 acres of baccharis scrub.
- Loss of 0.2 acre of disturbed riparian scrub.

The impacts described above are generated by proposed land uses as illustrated in the following Table 4.

TABLE 4

**ACREAGE OF PLANT COMMUNITIES
IMPACTED BY PROPOSED LAND USES**

PLANT COMMUNITY (EXISTING)	RESIDENTIAL	FUEL MODIFICATION ZONES	PUBLIC ACCESS BUFFER	PUBLIC GOLF COURSE	TOTAL (IMPACTED)
CBS	-	-	0.6	-	0.6 acres
CSS	0.2	0.2	0.1	0.2	0.7 acres
d-CSS	6.4	1.3	3.8	4.2	15.7 acres
SCS	-	0.1	-	-	0.1 acres
Disturbed Habitat	31.9	3.0	34.9	73.0	142.8 acres
Baccharis Scrub	11.8	1.0	0.3	1.4	14.5 acres
Disturbed Riparian Scrub	-	-	0.2	-	0.2 acres
Disturbed Southern Cactus Scrub	-	-	5.1	-	5.1 acres
<i>Total</i>	50.3	5.6	39.8	78.8	179.7 acres

Source: Dudek & Associates, Inc. 1994

3.3 ASSESSMENT OF IMPACTS TO SENSITIVE PLANT SPECIES

Project implementation would result in the following direct impacts to sensitive plant species:

- Loss of three of six (50%) populations of *Astragalus trichopodus* var. *lonchus* on the project site. Three populations would remain undisturbed. Seeds have been collected onsite and this species will be planted at the revegetation area(s) in accordance with the direction of USFWS and CDFG.
- No loss of onsite population of *Atriplex pacifica*.
- Loss of two small population (approximately 1%) of *Dudleya virens*. This species is relatively common in southern coastal bluff scrub habitat all along the southern edge of the project site, and on Shoreline Park, where it will not be impacted.
- No loss of *Aphanisma blitoides*.
- No loss of onsite populations of *Calochortus catalinae*.
- No loss of onsite populations of *Calandrinia maritima*.

3.4 ASSESSMENT OF IMPACTS TO THE COASTAL CALIFORNIA GNATCATCHER

The following analysis provides an assessment of the net effect of the proposed project and mitigation measures on the existing CAGN population. The assessment of impacts assumes the full implementation and completion of the coastal sage scrub revegetation program, and the adherence to the coastal California gnatcatcher and cactus wren conservation and mitigation program outlined in Chapter 4 of this document. All conservation measures have been incorporated into the Implementing Agreement.

Based on the location of proposed grading with respect to CSS, two of the four recorded occupied CAGN habitat areas will not be affected directly by site grading. One area of habitat south of Ocean Terraces Condominiums, adjacent to the coastal bluff buffer, will be partially removed by project grading resulting in the direct loss of this pair. The other affected recorded pair resides within the Forrestal Draw located in the western portion of the project site. The existing habitat for this pair will remain intact, however the overall effects of the surrounding project may result in the loss of this pair. The net loss is expected to be two pairs of coastal California gnatcatcher within the project site and none in offsite open space parcels.

The largest habitat area, located along the eastern boundary of the project site, currently supports one breeding pair of coastal California gnatcatchers. Another two pairs are located in the adjacent Shoreline Park easement.

The short-term adverse impact has been offset by implementation of West Bluff Preserve revegetation and acquisition of 114.5 acres of offsite conservation easements on 158.5 acres of adjacent properties. The coastal California gnatcatcher and cactus wren conservation

measures (Chapter 4) are designed to minimize disturbances outside those areas proposed for grading.

Based on the location of existing occupied habitat, the acquisition and protection of large habitat areas immediately adjacent to the site, and implementation of the revegetation program on and offsite, it is anticipated that no substantial impacts on the coastal California gnatcatcher population will occur as a result of the proposed project. It is expected that implementation of conservation measures described in Chapter 4, including establishment of coastal California gnatcatcher habitat, will result in no net loss of habitat or long-term reduction of population size.

3.5 ASSESSMENT OF IMPACTS TO THE CACTUS WREN

The following provides an assessment of the net effect of the proposed project and mitigation measures on the existing cactus wren populations. The assessment of impacts assumes the full implementation and completion of the coastal sage scrub revegetation program, and the adherence to the coastal California gnatcatcher and cactus wren conservation and mitigation program outlined in Chapter 4 of this document. All conservation measures have been incorporated into the Implementing Agreement.

Based on the location of proposed grading (*Figures 7 and 8*), none (0) of the twelve (12) recorded occupied cactus wren habitat areas will be affected directly. All 1994 sightings of cactus wrens on the project site were in southern cactus scrub habitat or coastal bluff scrub habitat, of which only 0.7 acres would be removed during grading. Five (5) pairs that occur on Shoreline Park and two (2) pairs on the Switchback Area will not be affected by onsite grading.

Any possible short-term adverse impacts to cactus wren are offset by implementation of West Bluff Preserve revegetation and of acquisition of 114.5 acres of offsite conservation easements on 158.5 acres of adjacent properties. The coastal California gnatcatcher and cactus wren conservation measures (Chapter 4 of this HCP) are designed to minimize disturbances outside those areas proposed for grading.

Based on the location of existing occupied habitat, the acquisition and protection of large habitat areas immediately adjacent to the site, the presence of large cactus patches in the immediate vicinity of the site and the implementation of the revegetation program, no substantial impacts on the cactus wren population will occur as a result of the proposed project. Conservation measures as described, including establishment of cactus wren habitat, will result in no net loss of habitat or long-term reduction of population size.

CHAPTER 4

MITIGATION, MAINTENANCE AND MONITORING PROGRAM

4.1 INTRODUCTION

The goal of the Ocean Trails HCP Mitigation, Maintenance and Monitoring Program is to create and/or maintain a self-sustaining coastal sage scrub habitat that will support viable populations of CAGN and CAWR and that will protect sensitive plant species and coastal bluff habitat. This result will be achieved by adherence to revegetation, cowbird trapping, monitoring, management and maintenance programs developed by a team of specialists experienced in habitat design and restoration, and plant and wildlife species protection.

The Ocean Trails HCP will provide a net increase of 58.4 acres of revegetated CSS habitat on the Ocean Trails site and adjacent conservation easement lands acquired as compensation for proposed project impacts. This habitat will be managed for the long-term protection of the CAGN, CAWR and sensitive plant species, including the ocean locoweed (*Astragalus trichopodus* var. *lonchus*) a probable host plant for the endangered Palos Verdes blue butterfly (*Glaucopsyche lygdamus palosverdesensis*). This is especially important inasmuch as a population of approximately 100-200 individual Palos Verdes blue butterflies recently has been discovered in nearby San Pedro. To achieve these goals, the HCP includes a program of habitat preservation (including the coastal bluff area), enhancement revegetation, brown-headed cowbird trapping, monitoring and maintenance, and long-term financial support for management. Standards of performance have been established to determine levels of success.

These conservation programs will be implemented by a team of specialists, expert in habitat restoration. Designated open-space areas, i.e., coastal bluff, parks and

conservation easements, will be dedicated for protection and management to appropriate local and/or natural resource agencies. Following are the programs to be implemented by this HCP:

- 1) Conservation Easements Acquisition Program
- 2) Coastal Bluff and Open Space Preserve Program
- 3) Grading Program
- 4) Revegetation Program
- 5) Non-Native Plant Removal Program
- 6) Cowbird Trapping Program
- 7) Red Fox/Feral Cat Trapping Program
- 8) Maintenance Program
- 9) Monitoring Program
- 10) Long-Term Management Program

4.1.1 Habitat Restoration Team and Responsibilities

A team of specialists will be engaged by the Owners to implement revegetation activities as described below. They will be experienced and skilled in their respective roles and responsibilities.

Program Manager (Owners)

The Program Manager will be a member of the staff intimately knowledgeable of the project and with the authority to provide direction and expenditure of funds to fully implement the revegetation/enhancement program of the HCP. The Program Manager will be responsible for maintaining close liaison with the agencies to assure successful adherence to and completion of

the program. It will be the Program Manager's responsibility to provide appropriate and timely reports to the agencies for their review, commendation and concurrence/approval.

Restoration Ecologist

The Restoration Ecologist will direct and coordinate all restoration activities: plant palette and planting with the Horticulturist; site preparation and erosion control with the Project Engineer/Contractor; weed control and revegetation activities with the assistance of Biologists; irrigation with the Installation Contractor, and long-term management practices with the Maintenance Contractor.

The Restoration Ecologist will be onsite during as-needed weed control and site alteration activities to ensure full adherence to those planned activities. In addition, the Restoration Ecologist will be responsible for all coastal California gnatcatcher and cactus wren protection and mitigation programs.

The Restoration Ecologist will provide the Program Manager with timely progress reports to ensure successful adherence and completion of all phases of the mitigation program. The Restoration Ecologist must be approved by USFWS.

Landscape Architect

The Landscape Architect will be responsible for the preparation of the landscape plan in coordination with the Restoration Ecologist. The final plan shall be reviewed and approved by the project team and program manager prior to implementation.

Biologists

Biologists will assist the Restoration Ecologist in pre-site preparation activities: pre-grading surveys to locate and map all coastal California gnatcatcher and cactus wren nest sites; establishing and fencing those habitats intended for preservation; final

survey for sensitive plants, removal and transplantation to preserved habitat; flushing of wildlife immediately prior to grading activities; and, weed abatement activities when appropriate, both prior to and after site-preparation activities. In addition, the biologists will assist in seeding and planting activities. The biologists must be approved by USFWS.

Horticulturist

The Horticulturist will assist the Restoration Ecologist in determining an appropriate plant palette for the site; conduct soils suitability analyses, if determined to be appropriate; provide the seed and plant stock for revegetation; and, provide recommendations for transplanting and seeding techniques.

Installation/Maintenance Contractor

The Installation/Maintenance Contractor will be responsible for installing the irrigation system, completing grading, soil preparation, pre-planting weed control, planting, and seeding. Once this has been completed, a 4-month maintenance period will begin. At the end of this period, the Restoration Ecologist will certify completion of the installation contract provided all installation and maintenance tasks have been finished. These items include, but are not limited to, dead plant replacement, reseeding, weed control, and irrigation practices and maintenance.

The Installation/Maintenance Contractor will be responsible for regular weed abatement, irrigation, and re-planting operations. The Installation/Maintenance Contractor shall keep accurate records on timing and methods of maintenance activities, including weed control, changes to irrigation scheduling and rates, erosion control, and germination timing of native species. Copies of these records shall be submitted to the Restoration Ecologist in a timely manner. Meetings with the Restoration Ecologist shall be conducted every two weeks during the initial 4-month period following revegetation,

and quarterly thereafter during the 5-year maintenance and monitoring program.

Responsibilities of Restoration Ecologist and Installation/Maintenance Contractor

The Restoration Ecologist and Installation/Maintenance Contractor shall monitor the progress of the revegetation and enhancement efforts for each phase of revegetation and enhancement for a period of five years following implementation. As each phase is implemented, they shall keep accurate records of the following:

- Existing conditions on each revegetation and enhancement site, including vegetation composition, weed species, and erosion problems.
- Revegetation and enhancement site preparation and planting techniques utilized: plant and seed quantities, timing, weather conditions, as well as other problems encountered during planting.
- Maintenance activities implemented following revegetation and enhancement, including irrigation scheduling, methods used for weed control, timing and locations of germination for individual-seeded species, and response of revegetation areas to changes in weather conditions.
- Qualitative and quantitative coastal sage scrub monitoring data related to established performance standards.
- Remedial measures and maintenance activities required to ensure the attainment of performance standards criteria.
- Irrigation and maintenance performance activities.

Specific maintenance requirements to be carried out at each revegetation and enhancement site may vary from site to site

over time. However, the following maintenance tasks will be completed at each site:

- Irrigation of revegetation and enhancement areas
- Weed control within revegetation and enhancement areas
- Clearing and trash removal within revegetation and enhancement areas
- Pest control within revegetation areas
- Limiting human access within revegetation areas

Maintenance will be completed, as necessary, for the 5-year period on all revegetated sites.

4.2 CONSERVATION EASEMENTS ACQUISITION PROGRAM

In connection with this HCP, the Owners will acquire two "open-space" easements from the City of Rancho Palos Verdes (94.5 acres) and the County of Los Angeles (20.0 acres) to expand the opportunity for coastal sage scrub habitat preservation, restoration and biological diversity.

4.2.1 City "Switchback" Area Easement

The 102 acre City "Switchback Area" site has excellent potential for restoration and enhancement due to its location, topography and the fact that CAGN and CAWR currently occupy it. It is contiguous with habitat on Ocean Trails (separated only by Rancho Palos Verdes Drive).

A permanent open space easement for fish and wildlife purposes on 94.5 acres of the "Switchback Area," currently owned by the City of Rancho Palos Verdes, will be acquired under the following conditions: 1) approval of the HCP; 2) execution of the Implementing Agreement; 3) receipt by the City of consideration for said easement from the Permittees; and, 4) assurance

that the land will be used solely for conservation purposes [See Appendices].

The Switchback Area contains eleven (11) acres of coastal sage scrub habitat of comparable or greater quality to that found on the Ocean Trails project site. The Manomet 1993 field study [See Appendices] identifies two pairs of coastal California gnatcatchers and three pairs of cactus wrens occupying this area (*Figures 9 and 10*). Dudek & Associates (1994) identified one pair of coastal California gnatcatchers and two pairs of cactus wrens occupying this site (*Figure 7*).

This HCP proposes to enhance the Switchback Area by preserving and enhancing the existing 11.0 acres of coastal sage scrub onsite and revegetating an additional 10.0 acres of coastal sage scrub or southern cactus scrub, through conversion of contiguous disturbed habitat, thus providing 21.0 acres of coastal sage scrub habitat. The remaining 73.5 acres of the easement will be left in its natural state providing natural diversity and habitat for other native species of wildlife. This area consists mostly of disturbed habitat that could potentially be enhanced by others as mitigation for future development proposals that affect sensitive habitat.

4.2.2 Shoreline Park Easement

A permanent open space easement from the County of Los Angeles on property contiguous to Ocean Trails, totaling 20.0 acres and within Shoreline Park, will be acquired under the following conditions: 1) approval of the HCP; 2) execution of the Implementing Agreement; and, 3) assurance that the land will be used solely for conservation purposes [See Appendices].

Currently, there are approximately 10.0 acres of coastal sage scrub within the easement area. This HCP stipulates that the remaining 10.0 acres will be revegetated to provide habitat connectivity between the project site and the Switchback Area.

Manomet (1993) [See Appendices] reveals that Shoreline Park site had two pairs of coastal California gnatcatchers and four pairs of cactus wrens (*Figures 9 and 10*). It further reveals three pairs of coastal California gnatcatcher and two pairs of cactus wren on the Ocean Trails East Bluff Preserve immediately adjacent to the Shoreline Park easement (*Figure 7*). Dudek (1994) identified two pairs of coastal California gnatcatchers and five pairs of cactus wrens occupying the Shoreline Park easement area (*Figure 7 and Appendices*).

Shoreline Park is important when considering perpetual preservation and conservation programs for the coastal California gnatcatcher and cactus wren - and potentially, the Palos Verdes blue butterfly.

4.3 COASTAL BLUFF AND OPEN SPACE PRESERVE PROGRAM

The Ocean Trails project proposes to retain 35%(92.2 acres of 269.9 acres) of the project site as natural open space as follows (*Figure 4*):

- 34.5 acres Coastal Bluff
 - 3.3 acres Coastal Bluff Nesting Preserve
 - 14.7 acres East & West Bluff Preserves (7.7 acres East Bluff Enhancement + 7.0 acre West Bluff revegetation)
 - 14.4 acres East/West Bluff Corridor
 - 5.3 acres Forrestral Draw Open Space
 - 20.0 acres Revegetation Area within Golf Course
- 92.2 acres

To control intrusion into areas where native habitat occurs, or will occur through revegetation/restoration, measures will be implemented to discourage and limit access, including but not limited to the following: barrier plantings of appropriate native plants,

especially cactus species; placement of signage and out-of-bounds markers; and physical barriers such as fences.

4.3.1 Coastal Bluff

No development will occur on the coastal bluff habitat. The 34.5 acres of coastal bluff scrub dominates the cliffs that border the ocean on the site. The coastal bluff occupies steep terrain exposed to ocean winds and consists of a mixture of shrub and herbaceous species. Three Federal Category 2 candidate species for listing are present within the onsite coastal bluff scrub habitat: bright green dudleya (*Dudleya virens*), aphanisma (*Aphanisma blitoides*) and seaside calandrinia (*Calandrinia maritima*). The majority of this on-site habitat has experienced some degree of disturbance, especially from agricultural practices, military operations, uncontrolled human access and upslope runoff. The existing network of trails from the bluff top to the ocean will be reconfigured, including fencing and posting of appropriate signage, to control and minimize human impact to sensitive wildlife and plant species occupying the bluff face (Figure 6). To eliminate further erosion of the bluff face the project drainage system will: 1) intercept flow into a storm drain system from upstream (north) of the site across Palos Verdes Drive South which is currently conveyed largely by private drains and culverts into natural canyons or gullies through the project site; and 2) convey surface runoff water that currently flows through the natural canyons and down the steep cliffs to the ocean into a storm drainage system. In order to convey this flow into storm drains and maintain the aesthetic quality of the coast, ocean outfall drains are proposed that will be drilled to protect the coastal bluff and outlet at baffle-wall energy dissipators. These dissipators will be architecturally treated to blend in with the natural landscape.

In addition, 3 acres in the western edge of the site (West Bluff Preserve) will be revegetated with CBS. Partial clearing for

revegetation was completed in February 1994 and will be revegetated during the wet winter months of 1995-96.

4.3.2 Coastal Bluff Nesting Preserve

In addition to the coastal bluff described above, a 3.3 acre coastal bluff bird nesting area will be dedicated for open space for a total of 37.8 acres of coastal bluff habitat to be preserved and dedicated as open space (Figure 4).

4.3.3 West and East Bluff Preserves

The West and East Bluff Preserve areas (Phases I and II) are 7.0 acres and 7.7 acres, respectively. These two preserve areas were suggested by Dr. Jonathan Atwood of the Manomet Bird Observatory during the early stages of conservation planning in October 1992.

The West Bluff Preserve is located in the southwest portion of the project site adjacent to the existing coastal bluffs. This preserve is proposed for 4.0 acres of CSS revegetation and 3.0 acres of CBS enhancement. The 4.0 acre CSS revegetation program was initiated in 1993. Soil preparation, broadcast seeding, along with seed collection and plant cultivation have all been accomplished in conjunction with the City, Coastal Commission, USFWS, DFG and with input from the California Native Society local representative.

The East Bluff Preserve is located in the southeast portion of the project site adjacent to the existing coastal bluff and 56.5 acre County Shoreline Park property. This 7.7 acre enhancement area includes the majority of SCS in the HCP study area and provides a buffer and direct biological connectivity to the Shoreline Park property and City Switchback property to the east and north. Enhancement efforts are proposed to commence in 1995 for this 7.7 acre preserve area.

4.3.4 East/West Corridor (Buffer area)

A 14.4 acre (plus 3.5 additional acres of non-golf setback areas, a portion of the 20 acres of revegetation to take place within the golf course) East/West Bluff Top Complex revegetation area is a vital component of this HCP. This Bluff Top Complex provides a buffer zone between the golf course area and the bluff edge. This (now) 17.9 acre lineal preserve area will be revegetated with dominant coastal sage scrub plant species and will include pedestrian trails, overlooks and interpretative signage. This buffer/complex was suggested by Dr. Atwood of the Manomet Bird Observatory in October 1992 as an additional measure to preserve the coastal bluff scrub onsite, including protection from ongoing degradation caused by uncontrolled human access and uncontrolled upslope runoff. This bluff top buffer will incorporate a minimum 100' (up to 250') setback from the bluff top inland and extends from Halfway Point eastward to the East Bluff Preserve. A 50' minimum setback area is established from Halfway Point Park westward to the West Bluff Preserve.

4.3.5 Forrestral Draw Open Space

Forrestral Draw will be maintained in its existent natural state and protected by appropriate fencing, signage and restrictive vegetation.

4.3.6 Revegetation Area with Golf Course

Non-active play areas of the 18 hole golf course, consisting of 104.9 acres (*Figure 4*), will be planted with species native to the area. Specifically, 20.0 acres of coastal sage scrub habitat of sufficient area and density, providing secure nesting and migratory opportunities for coastal California gnatcatchers and cactus wrens, will be incorporated into the plant palette for the golf course. Fencing, signage and out-of-bounds markers, and plantings aesthetically appropriate will be incorporated into the golf course design to minimize human intrusion into the revegetated areas.

To reduce risk to the coastal bluff and other onsite habitat, structural Best Management Practices (BMP's) widely recognized to reduce hydrocarbon, nutrient, and pesticide pollutants are incorporated into the project design plan. These include the construction of several wet retention ponds for golf course runoff, primary and secondary golf course drainage conveyance through underground and overland flow, and an inlet oil/grease separator constructed for the maintenance of surface runoff.

4.4 GRADING PROGRAM

Grading will occur in two stages as follows:

Stage 1 - Golf course area, golf maintenance area, eastern residential area and Halfway Point Park.

Stage 2 - Golf clubhouse area and western residential area.

Conservation measures designed to minimize the immediate potential adverse effects on the coastal California gnatcatcher and cactus wren during site grading include:

- A. Prior to the start of project grading, a survey to locate active onsite nests of coastal California gnatcatchers and cactus wrens will be conducted by a USFWS certified monitoring biologist(s). Nests will be marked and mapped on the grading plan. During the breeding/nesting season for the coastal California gnatcatcher and cactus wren (for purposes of this HCP, from February 15 through August 15), no grading operations will take place within 500 feet of onsite nests, unless specifically permitted by the USFWS. The "breeding season" for each pair is defined as the time when the birds are actively defending a territory, courting, nest building, incubating, brooding, feeding young off the nest, or at any time prior to dispersal of the juveniles

B. Monitoring biologists will be onsite during brush clearing and grading of existing coastal sage scrub vegetation to ensure that no coastal California gnatcatchers or cactus wrens will be directly killed by brush clearing and earth-moving equipment. Monitors shall flush coastal California gnatcatchers and cactus wren from occupied habitat areas immediately prior to brush-clearing and earthmoving.

C. Prior to brush clearing or grading operations, all areas of coastal sage scrub to be retained will be marked with temporary fencing or other appropriate markers. After grading operations have been completed, permanent fencing will be installed in the areas in which sensitive habitats border development areas. No construction access, parking or storage of equipment will be permitted within the fenced areas.

D. Prior to construction Owners shall provide an education program to all workers advising them of the presence of Coastal California gnatcatchers, cactus wrens and Plan Species on and/or adjacent to the job site. The program shall be administered by either the Program Manager or the Qualified Biologist. Construction personnel shall be informed that Coastal California gnatcatchers are listed by the Federal government as a threatened species and that there are penalties for the take of Coastal California gnatcatchers as set forth in the Federal Criminal Code and Rules. Further, construction personnel shall be informed that cactus wrens are Federal C3 Candidates and shall be treated in the same manner of the Coastal California gnatcatcher.

E. Earth-moving equipment shall avoid unnecessary maneuvering in areas

adjacent to conserved habitat. Preconstruction meeting with construction supervisors and equipment operators will be conducted to ensure adherence to these measures.

F. The coastal sage scrub vegetation within the vicinity of construction may be periodically sprayed by a water truck to reduce dust accumulated on the leaves, at the direction of the plant ecologists if necessary.

In addition to the above mentioned conservation measures, the Conditions of Approval for the Ocean Trails development plan require that a dust control program be implemented in all graded areas. To comply with dust control measures and soil compaction requirements, all exposed soils on the site will be sprayed on a daily basis by a water-truck.

Revegetation and enhancement efforts in the West Bluff Preserve (Phase I - 7.0 acres) began in October 1993. All revegetation must be installed in this area prior to Stage 1 grading. This restoration area is anticipated to be suitable nesting habitat for the coastal California gnatcatcher in 1996 or 1997. Restoration areas are anticipated to be used as foraging habitat for adults and juveniles and as dispersal habitat for juvenile coastal California gnatcatchers prior to 1996. The performance standards described elsewhere in Chapter 4 must be met in this restoration area prior to commencement of Stage 2 grading. It is important to maintain as many as possible of the CAGN on the site, until the restored habitats become appropriate for coastal California gnatcatchers to nest. Conservation measures have been designed to protect these remaining coastal California gnatcatchers on the site. These measures include limiting human disturbances of the remaining habitat and implementation of a brown-headed cowbird (*Molothrus ater*) trapping program during subsequent coastal California gnatcatcher breeding seasons.

Conservation measures are described elsewhere in Chapter 4 of this report.

4.5 REVEGETATION PROGRAM

The revegetation program will be developed in six phases. The Owners shall revegetate and enhance 46.1 acres of self-sustaining coastal sage scrub habitat and 3.5 acres of coastal bluff habitat within designated open space and golf course areas on the Ocean Trails site and 41.0 acres on acquired easement sites.

The first phase was initiated in October, 1993, when 4.3 acres in the western portion of the site were cleared and prepared for broadcast seeding. This was followed in February, 1994, by clearing an additional 0.5 acre of bluff top in the western portion of the site for reseeding. This process was halted by the USFWS because of a citizen's complaint and procedural deficiencies and will be completed upon approval of this HCP and endorsement of the Implementing Agreement.

The revegetation plan is comprised of six (6) phases, as follows:

Phase I West Bluff Revegetation and Enhancement Area

- 7.0 Acres (4.3 Acres of CSS Habitat)
- 1993 Installation

(Figure 12)

Phase II East Bluff and Enhancement Area

- 7.7 Acres
- 1996 Installation

(Figure 13)

Phase III Shoreline Park Revegetation and Enhancement

- 20.0 acres
- 1996 Installation

(Figure 14)

Phase IV-a East-West Bluff Top Complex, Revegetation

- 14.4 Acres
- 1997 Installation

(Figure 15)

Phase IV-b Revegetation Area within Golf Course

- 20.0 Acres
- 1997 Installation

(Figure 16)

Phase V City Switchback Area Revegetation/Enhancement

- 21.0 Acres
- 1997 Installation

(Figure 17)

Phase VI Bluff Face CBS Enhancement

- 0.5 Acre
- 1997 Installation

(Figure 18)

Phases I through VI, comprising 90.6 acres of coastal sage scrub restoration and enhancement through revegetation, will take place within project and acquisition easement sites on graded areas that are adjacent to preserved coastal sage scrub and within disturbed coastal sage scrub areas. Figures 12 - 18 show the location, extent, and proposed phasing of the revegetation to occur.

4.5.1 Revegetation Methods

Site Preparation

Prior to any site manipulation activities, the Habitat Restoration team will meet to establish a working plan to ensure complete understanding of project plans and to coordinate respective team member activities. Special attention will be given to measures to be implemented to protect existing coastal sage scrub and sensitive plant and wildlife species. A contingency plan will be developed to be implemented in

the event of inadvertent intrusion and/or impact on protected areas and sensitive species. The Restoration Ecologist will be responsible for the conduct of this meeting and will follow-up with a written summary to team members, the agreements and activity plan/schedule reached at this meeting.

Site preparation techniques will vary depending upon existing conditions of the site to be revegetated. For areas converted from disturbed/ruderal habitat to coastal sage scrub habitat, site preparation will rid the sites of undesirable and existing non-native plant species. Where determined necessary by the Horticulturist, site preparation will include correcting soil conditions for coastal sage scrub. Prior to any site preparation activities, all coastal sage scrub and coastal bluff habitats identified for protection shall be conspicuously signed or fenced to avoid human intrusion. No equipment operation, storage, or revegetation activities shall be allowed within the fenced areas.

Weed Abatement

Clearing and removal of non-native, invasive plants such as mustard, fennel, and ruderal grasslands shall be performed prior to any revegetation activities. Prior to spraying, if prescribed, the areas prescribed for revegetation shall be mowed, raked and the debris moved to an offsite landfill. These areas shall then be treated with Roundup (glyphosate) at label-recommended rates by a licensed applicator. All herbicide applications will be conducted in the early morning hours and when winds are below 5 miles per hour to prevent overspray onto protected coastal sage scrub areas.

Depending upon rainfall and soil moisture, these areas may require a repeated treatment, as noted above, to destroy newly emergent weed seedlings.

Grading and Soil Preparation

Areas identified for restoration/revegetation will be graded and contoured according the landscape plan developed by the Landscape Architect. The graded surface shall be

roughened to minimize erosion and provide more suitable opportunities for plants to become established.

Erosion Control

Erosion-prone sites, such as graded slopes, will be stabilized with rice straw mulch or an equivalent material approved by the Restoration Ecologist. The straw may be punched into the soil surface with a sheepsfoot roller to provide greater erosion control. Approximately 3,000 pounds/acre of straw mulch will be required in erosion-prone areas.

Irrigation Installation

A temporary above-ground irrigation system with low-volume spray heads may be installed on areas to be revegetated to provide limited supplemental water in the event of a prolonged winter drought condition. The irrigation system will consist of low volume impact spray heads and a drip system.

Pre-Planting Irrigation

Following weed abatement and immediately prior to planting, all areas to be revegetated and/or enhanced shall be watered, but not saturated. Following pre-irrigation, the areas shall be allowed to dry for approximately 24 hours to minimize compaction from mechanical and human activity.

Revegetation

A revegetation plan shall be prepared by a landscape architect and restoration ecologist and submitted for review and approval by USFWS and CDFG prior to implementation. Two methods will be used to revegetate coastal sage scrub, as determined appropriate by the Restoration Ecologist and Horticulturist. They include: (1) seeding; and (2) container planting as presented in the plant palette (Table 5).

Seed Planting

Seeding will be done in the late fall to late winter season, preferably following a rainfall of 1/2 to 1 inch. Should drought conditions exist, the site will be irrigated as previously noted in order to achieve planting during the late fall to late winter season. A mix of species (Table 5) will be used that includes a cover crop of rapidly germinating and growing species to keep weedy plants in check, intermediate wildflowers, and semi-woody plants that will eventually dominate the revegetated site.

Two methods of seeding may be used in the revegetation effort: (a) hydroseeding; and/or (b) hand broadcast seeding. Both methods have shown to be successful for the revegetation of coastal sage scrub. The seeding method selected will be determined by the Horticulturist in consultation with USFWS and CDFG.

Hydroseeding

Areas to be seeded that are greater than one acre in size and that are accessible by large equipment will be hydroseeded. The following 2-step hydroseeding method shall be implemented within designated hydroseeding areas following weed abatement and soil preparation activities:

- **First Application** - Seed plus 500 lb/acre fiber mulch and 75 to 100 lbs/acre Ecology Control M-Binder.
- **Second Application** - Fertilizer plus 1,000 lb/acre fiber mulch and 75 to 100 lbs/acre Ecology Control M Binder. Fertilizer shall not be added to the mix, as it will likely encourage the germination of weed species.

This two-step method will ensure that the seed will come in close contact with the soil surface, thereby enhancing germination.

Hand Broadcast Seeding

Hand broadcast seeding will be used for small areas (one acre or less) and areas

inaccessible by large equipment. Hand broadcast seeding will also be the method used to re-seed failed portions of hydroseeded areas to limit the amount of disturbance that might be caused by accessing revegetated areas with large equipment. The following outlines the methods for hand broadcast seeding. The seed shall be premixed in the proportions specified in Table 5.

- Prior to seeding, all areas to be seeded shall be raked to an optimum depth of 1-1/2 to 2 inches.
- 5 cubic feet/acre of fine grade sand shall be added to the total seed mix. The seed and sand shall be thoroughly mixed to provide complete integration of seed and sand prior to broadcasting.
- The seed and sand mix shall be broadcast over designated areas with a whirley-bird broadcaster providing 0.9 pound of seed and sand mix shall per 1,000 square feet.
- Following broadcasting, all seeded areas shall be irrigated to stimulate germination.

Container Planting

Seeded areas will be augmented with container plantings of semi-woody and woody shrubs, including coastal sage brush, buckwheat, and Mexican elderberry. Prickly pear cactus will be either planted from containers or salvaged as cuttings from proposed development areas. Prickly pear cactus will be planted in large masses (at least 10 feet by 10 feet), with individual plants spaced 3 feet on center. All container plants, that are mycorrhizal dependent, will be pre-inoculated with mycorrhizal fungi (beneficial soil fungi) to enhance plant establishment. Container plantings will provide the more rapid establishment of coastal sage scrub and will provide a nurse crop for seeded plant species.

TABLE 5
PLANT PALETTE

OCEAN TRAILS HCP

BOTANICAL NAME	COMMON NAME	P/G*	LBS/ACRE
SEED MIX "A"			
<i>Encelia californica</i>	California Encelia	40/60	10
<i>Isocoma veneta</i>	Coastal Goldenbush	20/40	10
<i>Lupinus succulentus</i>	Arroyo Lupine	98/85	50
<i>Plantago insularis</i>	Plantain	98/75	60
SEED MIX "B" (Machine and hand broadcast, raked in)			
SHRUBS			
<i>Artemisia californica</i>	California Sagebrush	15/50	4
<i>Encelia californica</i>	California Encelia	40/60	2
<i>Eriogonum cinereum</i>	Ashy Leaf Buckwheat	60/5	10
<i>Lotus scoparius</i>	Deerweed	90/60	10
HERBS & GRASSES			
<i>Aphanisma blitoides**</i>	Aphanisma	As Available	
<i>Atriplex pacifica**</i>	Pacific Saltbush	As Available	
<i>Bloomeria crocea</i>	Goldenstars	98/80	1
<i>Calochortus catalinae**</i>	Catalina Mariposa Lily	As Available	
<i>Dichelostemma capitatum</i>	Wild Hyacinth	95/50	0.5
<i>Gnaphalium bicolor</i>	Bicolor Cudweed	10/25	1
<i>Gnaphalium californicum</i>	California Everlasting	10/25	1
<i>Gnaphalium canescens microcephalum</i>	White Everlasting	10/25	1
<i>Hazardia squarrosa</i>	Sawtooth Goldenbush	10/20	4
<i>Isocoma menziesii</i>	Coastal Goldenbush	20/40	4
<i>Lupinus bicolor</i>	Pygmy-leafed Lupine	98/80	5
<i>Melica imperfecta</i>	Coast Range Melic	90/60	1
<i>Nasselia pulchra</i>	Purple Needlegrass	70/60	1
<i>Nasselia lepida</i>	Foothill Needlegrass	60/60	1
<i>Castilleja exserta**</i>	Purple Owl's Clover	50/50	1
<i>Solanum douglasii</i>	Douglas Nightshade	15/50	2
CONTAINER PLANTS			SIZE
<i>Artemisia californica</i>	California Sagebrush		4" pot
<i>Isomeris arborea</i>	Bladderpod		D pot
<i>Opuntia littoralis</i>	Coast Prickly Pear		1 gal
<i>Baccharis pilularis</i>	Coyote Brush		D pot
<i>Eriogonum cinereum</i>	Gray Coast Buckwheat		4" pot
<i>Mirabilis californica</i>	Coastal Wishbone Plant		4" pot
<i>Encelia californica</i>	California Encelia		4" pot
<i>Opuntia prolifera</i>	Cholla		Division
<i>Melica imperfecta</i>	Small Flowered Melic Grass		72 Cell Plug
<i>Nasselia pulchra</i>	Purple Needlegrass		72 Cell Plug
<i>Nasselia lepida</i>	Foothill Needlegrass		72 Cell Plug
<i>Opuntia oricola</i>			Division
<i>Astragalus trichopodus var lonchus</i>	Ocean Locoweed		4" pot

Source: Dudek & Associates, Inc. in coordination with the California Native Plant Society

- * Recommended minimum % seed purity and % germination
- ** Specially collected from onsite or from Palos Verdes Peninsula

4.6 NON-NATIVE PLANT REMOVAL PROGRAM

Upon completion of Phases I through VI of the Revegetation Program described in Section 4.5 above, remaining non-native plants in habitat areas will be removed. USFWS and CDFG will review this effort throughout the 5- Year Maintenance and Monitoring Program.

4.7 BROWN-HEADED COWBIRD TRAPPING PROGRAM

The Owners, or their successors, are committed through this HCP and the Implementing Agreement to conduct and fund a brown-headed cowbird trapping program in perpetuity or until it is determined to be no longer necessary by the USFWS.

The brown-headed cowbird is a widespread nest parasite that lays its eggs in the nests of other birds. The spread of agriculture in the west, and more recently open space such as parks and golf courses, have contributed to the invasion of brown-headed cowbirds in California. The increase in cowbirds in California has led to the decline of songbird species including the CAGN. Unknowingly, they accept cowbird eggs and rear their fledglings.

The cowbird lays one or two eggs in a host's nest and may remove or destroy an equal number of the host's eggs. Nest parasitism is a successful breeding strategy for the cowbird because the cowbird's eggs are generally larger and hatch before the host's eggs. The cowbird nestling is aggressive, usually larger than the host nestlings, and out competes them for food brought to the nest by the host parents. These factors often lead to the death of the host's own young and the improved vigor of the cowbird nestling (Franzreb 1989). This strategy also allows numerous eggs to be laid by the cowbirds, in several different nests, and throughout the breeding season.

Cowbird parasitism is expected to occur on the Ocean Trails site due to modification of

the existing habitat which does not favor cowbirds, to more open parks and a golf course which favors cowbirds. Consequently, a brown-headed cowbird trapping program will commence concurrently with the initiation of the site clearing and revegetation programs.

Traps used to remove cowbirds will be modified Australian crow traps. These traps allow live capture of birds so that non-target birds can be released unharmed. The traps will be "baited" with live juvenile or female brown-headed cowbirds which will be captured prior to the trapping period with baited traps or mist nets. The juvenile or female cowbirds attract the attention of adult birds and lure them into the traps. Once inside the trap, it is difficult for the birds to escape and they can be removed easily. Approximately four bait birds are kept in a separate cage within the trap and are not removed until the trapping season is over. The traps will be placed and maintained so as to provide trapped and bait birds ample shade, food, and water while they are in the traps. In addition to the trapping program, any known coastal California gnatcatcher nest locations will be monitored for the presence of cowbird eggs, or young, which will be removed upon their discovery.

Three traps will be utilized on the Ocean Trails site. The placement of these traps will be determined by the Biologist(s).

To reduce the amount of nest parasitism, all cowbirds (male, female, and juvenile) that are caught in the traps will be disposed of humanely.

Trapping will begin one week prior to the earliest known CAGN and CAWR nesting date for the Palos Verdes Peninsula and will continue until the latest known egg-laying time. Traps will be checked daily during the trapping period to remove both trapped cowbirds and non-target species, which will be released. Bait birds lost to predation or that escape will be replaced during the daily checks.

Results of the trapping program will be recorded by the Biologist(s), including date and time of trap checking, observer(s), weather, age of trapped birds (both target and non-target species), the treatment of the birds (whether released, disposed, or retained as bait birds), and other data pertaining to any unusual event, such as predation or loss of bait birds. The information gathered will be reported to the Owners and submitted to the USFWS in compliance with necessary capture and banding permits.

4.8 RED FOX/FERAL CAT TRAPPING PROGRAM

As part of the Adaptive Management strategy for Ocean Trails, if necessary, a red fox/feral cat trapping program will be developed in conjunction with CDFG.

4.9 MAINTENANCE AND MONITORING PROGRAM

4.9.1 Program Overview

The establishment and maintenance of the revegetated areas within Ocean Trails will become self-sustaining over time, needing very little or no maintenance once established. Maintenance and monitoring activities for revegetated coastal sage scrub will focus on ensuring the establishment of self-sustaining habitat during the initial five years, followed by a long-term management plan. Four periods of maintenance and monitoring will be completed:

4-Month Maintenance and Monitoring Period

Immediately following implementation of the revegetation program an intensive monitoring and maintenance program will be initiated to ensure successful germination and growth of dominant coastal sage scrub species. During the 4-month period following completion of each phase of revegetation, weed control measures, irrigation schedules, and special management needs will be determined. A replanting program will be initiated at the completion of each 4-month maintenance

period if pre-set performance standards are not attained.

5-Year Maintenance and Monitoring Program

Following the 4-month maintenance period, a 5-year monitoring and maintenance program will be initiated. Quarterly monitoring of all revegetation and necessary maintenance will be conducted on all revegetation sites to ensure that yearly performance standards are attained. If necessary, corrective measures (such as re-seeding or container planting) will be promptly implemented to bring the revegetation into compliance with the performance standards.

Continued Maintenance and Monitoring

At the end of the fifth year, the Restoration Ecologist will submit a status report to the Program Manager for submittal to the USFWS and CDFG. If the revegetation program meets the specified performance standards the Owners and the Agencies shall acknowledge the completion of the revegetation monitoring program. If such a determination cannot be made, maintenance or replanting shall be prescribed by the Restoration Ecologist, and monitoring will be extended until performance criteria are met.

Long-Term Maintenance

Following completion of the 5-year revegetation monitoring and maintenance period, a long-term maintenance program will be implemented. Routine maintenance will be conducted to care for fencing and buffers, trash removal, elimination of weed problems and maintenance of the fuel modification zone for fire prevention purposes.

4.9.2 Irrigation of Revegetation and Enhancement Areas

It is estimated that up to one-half inch per week of supplemental irrigation will be required in seeded areas during the germination phase, which will likely encompass up to one year (Reed 1992).

Following the germination phase, supplemental irrigation of the restoration site will be conducted when determine necessary by the Restoration Ecologist. Irrigation will be provided in such a way that the soil is kept moist to discourage weedy plants dependent upon wet conditions from germinating and proliferating.

Irrigation of the revegetation site(s) will be closely monitored, and, if necessary, the irrigation schedule and rates for each area be altered to provided moisture to ensure successful germination and growth. The Restoration Ecologist will determine the need for changes in irrigation schedules in consultation with the Maintenance Contractor. An accurate record of these activities will be maintained by the Installation/Maintenance Contractor.

4.9.3 Weed Control Within Revegetation Areas

It shall be the Installation/Maintenance Contractor's responsibility to control weeds within each restoration area. Before initiating any weed control measures, the Installation/Maintenance Contractor will meet onsite with the Restoration Ecologist to determine the extent and methods of weed control. The Installation/Maintenance Contractor will notify the Owners at least 3 days prior to implementing approved weed control measures.

Weed control measures to be used within the mitigation area include: (1) removing by hand; (2) cutting or mowing; and (3) applying chemical herbicides.

Hand removal of weed species is the most desirable method of control. Hand removed weeds shall be disposed of offsite.

Cutting or mowing of weeds between plantings with string trimmers is the most practical method of control, but it requires that maintenance personnel be able to accurately differentiate between the mitigation plantings and weed species. The Restoration Ecologist will insure those

responsible for mowing undertake a plant identification training program. This will be the preferred method of control for such problem weeds as sweet clover (*Melilotus* spp.), mustards (*Brassica* species), and dense annual grasses, such as red brome, riggut grass (*Bromus diandrus*), and sweet fennel (*Foeniculum vulgare*). These plants are fast growing and must be controlled before they shade and dominate the mitigation plantings. Weeds shall be mowed as close to ground as is possible and the debris collected and disposed of off site. This method shall not be used once the native species have germinated and exceed two inches in height.

Chemical control will be used only at the direction of the Restoration Ecologist for hard-to-control weeds, such as extensive patches of mustard, fennel (*Foeniculum vulgare*), or Russian-thistle. These problem weed species (including roots) will be removed by hand where feasible. If large areas of these weeds become established, they will be controlled using the chemical herbicide Roundup (glyphosate), at label-recommended rates. All herbicide treatment shall be conducted by a licensed pest control applicator after consultation with the Restoration Ecologist and Owners. Replanting may be required and shall be performed, if necessary, in these areas following weed abatement.

4.9.4 Clearing and Trash Removal Within Revegetation Areas

Pruning or clearing of restoration plantings will be prohibited. The restoration area will be allowed to develop naturally.

Plant debris from native shrubs will not be removed from the restoration sites. This plant debris provides valuable microhabitats for invertebrates, reptiles, small mammals, and birds, all necessary elements of normally functioning coastal sage scrub communities. The decomposition of the plant debris is essential for the replenishment of the soil's nutrients and minerals.

Trash shall be regularly removed from the restoration area by hand and appropriately disposed of offsite. Such trash shall be removed as needed, but at no less than at 1-month intervals for the first year, and quarterly thereafter.

4.9.5 Pest Control Within Revegetation Areas

Pests, including insects, mites, snails, and rodents, are expected to occur within the mitigation area. Active control of pests with the use of chemical pesticides will be avoided in favor of allowing natural environmental controls to take effect. If destruction of the mitigation communities by rodents or other pests becomes a problem, the Installation/ Maintenance Contractor will consult with Owners and the Restoration Ecologist to determine remedial measures to be taken.

4.9.6 Restriction of Human Access

The restoration areas are adjacent to proposed residential development. Anticipated human presence in the area may bring or cause vandalism, littering, wildlife disturbances, and plant disturbances. Temporary fencing, barriers and signage will be installed and maintained around the restoration areas until habitat has become established.

If human intrusion into the restoration area becomes a problem the Restoration Ecologist shall consult with the Owners to determine additional measures that may be implemented to minimize or eliminate the problem. This may require a security patrol until the problem is eliminated.

If requested by USFWS and CDFG, the Owners will apply to the California Coastal Commission (CCC) for a permit to allow temporary trail closure through coastal California gnatcatcher and coastal cactus wren habitats during the breeding/nesting season. USFWS and CDFG will provide assistance in support of such a request.

It is understood that any temporary closure will be subject to CCC approval.

4.9.7 Performance Standards

The following performance standards will be attained within the restoration areas during the initial 4-month maintenance period and at the end of the first, second, and third years following planting, as specified below:

Performance Standards for Initial 4-month Maintenance Period

A replanting program will be initiated within the restoration area at the completion of the initial 4-month maintenance period if the Biologist and Restoration Ecologist determine that plant mortality, erosion problems, or seed germination progress are unacceptable. Special consideration will be required for slow growing and very small herbs that may not exhibit showy foliage or flowers for 4 - 6 years such as: early onion; goldenstars; and wild hyacinth.

Performance Standards for First, Second, Third Years And Beyond Following Implementation

The following long-term performance standards for coverage of vegetation, species diversity, and overall survival rate of revegetated habitats are established to measure the success of the revegetation program.

Should the Restoration Ecologist determine that part of the revegetation planting has failed to meet yearly performance standards (below), the Restoration Ecologist will recommend to the Owners corrective measures to be implemented that will bring the revegetation effort in compliance with the required performance standards as quickly as possible. These corrective measures may include replanting failed areas with container plantings of coastal sage scrub species, re-seeding, or adjustments to irrigation practices.

First Year Performance Standards

Coverage: 35 percent coverage by seeded and "native re-growth" plantings, with *Artemisia californica* comprising at least 50 percent of the total native-seeded area.

Diversity: At least 70 percent of the species originally seeded shall be represented on the revegetation site.

Survival: 70 percent survival of all container stock and shrub transplants originally planted.

If the above performance standards are not achieved by the end of the first year, replanting and other remedial measures necessary to achieve the second year's standard's shall be performed.

Second Year Performance Standards

Coverage: 50 percent coverage by seeded and "native re-growth" plantings, with *Artemisia californica* comprising at least 60 percent of the total native seeded area.

Diversity: 70 percent of the species originally seeded shall be represented on the revegetation site.

Survival: 80 percent survival of all container stock and shrub transplants originally planted.

If the above performance standards are not achieved by the end of the second year, replanting and other remedial measures necessary to achieve the third year's standards shall be performed.

Third Year Performance Standards

Coverage: 80 percent coverage by seeded, and "native re-growth" plantings, with *Artemisia californica* comprising at least 80 percent of the total native seeded area.

Diversity: 80 percent of the species originally seeded shall be represented on the revegetation site.

Survival: 80 percent survival of all container stock and shrub transplants originally planted.

At the end of the third year, a report will be submitted to the Owners by the Restoration Ecologist evaluating the success of the revegetation and determining whether all of the performance standards of the revegetation plan have been met. If not, additional maintenance and/or replanting by the Owners shall be prescribed and implemented. In the years following the end of the third year, Owners will continue to meet the performance standards required by the end of the third year.

If it at the end of the 5-year monitoring period it is determined by the Restoration Ecologist that the revegetation program fulfills the requirements of this HCP, a report will be submitted to the Owners stating such and for submittal to the Agencies. If the report adequately demonstrates compliance, both the CDFG and USFWS shall acknowledge final acceptance of the revegetation program. If not, additional maintenance and/or replanting by the Owners shall be prescribed and implemented.

Following attainment of the specified coastal sage scrub revegetation performance standards, a Long-Term Management Plan shall be implemented. Funding for this will be provided by the Owners as described and incorporated in the Implementing Agreement.

Plant Replacement Program

The goal of the plant replacement program is to maintain compliance with performance standards in all revegetated areas. Although the performance standards will not be changed, the means of attaining these standards may be modified by Restoration Ecologist and/or Installation/Maintenance Contractor to accelerate and/or ensure success.

Detailed replanting programs will be provided by the Restoration Ecologist, if necessary, during the course of the project. In the event that a revegetation area should fail to meet the specified performance standards, compliance will be ensured by conducting one or more of the following general procedures:

- **Replant** - Unsuccessful plantings will be replaced with appropriately-sized container stock to meet specified coverage requirements.
- **Reseed** - Unsuccessful seeded areas will be re-seeded with an appropriate seed mix in order to meet the specified coverage requirements.
- **Remediate** - Maintenance procedures will be performed to ensure appropriate site conditions (e.g., non-native species removal, irrigation systems maintenance or rescheduling). Remedial actions shall be based upon site investigations (such as irrigation systems checks, and excavation of failed plantings to examine root development) to determine causes of failure.

The need for replanting within seeded/container planted areas will be assessed monthly by Restoration Ecologist throughout the 120-day maintenance period, and quarterly for three years following planting.

Within native re-growth areas, the need for remedial measures (such as over-seeding with the coastal sage scrub seed mix) will be

determined following the first winter/spring season following planting (the anticipated time when revegetation/germination within these areas is expected to occur).

4.10 MONITORING PROGRAM

Monitoring of the revegetation areas shall be accomplished by the Restoration Ecologist. Revegetation efforts will be considered successful when the performance standards stated in Section 4.8 above have been met. At that point the plantings will be considered self-sustaining.

After the initial planting effort has been completed, the area will be monitored every two weeks for the initial 4-month period, then monitored quarterly for the following three years, then annually thereafter. Quantitative data will be collected semi-annually to determine species survival: number; height; coverage, and composition. Qualitative surveys consisting of a site walkover and characterization of the revegetation sites will take place during each survey. The Installation/Maintenance Contractor shall be present during qualitative surveys to review maintenance activities and requirements. Observations, such as fitness and health of the revegetation species, pest problems, watering problems, and drought stress, will be noted in each site walkover. Results of these surveys will be recorded and included in reports submitted to the Agencies.

4.10.1 Data Collection Methods

Data collection will commence at the time of initial planting and during scheduled monitoring surveys. During these surveys, data collection will consist of a qualitative assessment of the entire site and the collection of quantitative data at established sampling locations. At the time of initial plantings, maps will be prepared by the Restoration Ecologist showing the location and quantities of species planted. All maps will be of the same scale to facilitate data presentation. These maps will serve as base maps in future monitoring efforts.

4.10.2 Qualitative Data Surveys

Qualitative surveys will be conducted by Biologists and consist of a general site walkover and a characterization of the restoration planting. These surveys will occur quarterly during the five year maintenance and monitoring program. General observations, such as fitness and health of the revegetation species, signs of over watering, and drought stress will be noted. Restoration plantings will be examined to determine percentage of cover, species mortality, species composition, and soil, weed, and pest problems. Maintenance needs will be recorded and submitted to the Restoration Ecologist, Installation/Maintenance Contractor and the Owners for appropriate action subsequent to each survey.

The irrigation system will be tested regularly by the Installation/Maintenance Contractor during the irrigation season to ensure that it is functioning properly and providing adequate coverage. Maintenance needs will be recorded and submitted to the Restoration Ecologist and Owners for appropriate action.

4.10.3 California Gnatcatcher and Cactus Wren Monitoring

Coastal California gnatcatcher and cactus wrens surveys will be conducted concurrently with revegetation surveys throughout the site by a USFWS certified Biologist. Additional species that should be noted (presence/absence) if observed onsite are feral cats, red fox, brown-headed cowbird, and the Palos Verdes Blue Butterfly. These surveys will be conducted two times per year during the initial three years of the monitoring period, with one of the surveys to be conducted during the spring breeding season (January through June) each year. Annual reports (and other reports required by the USFWS of the certified Biologist) for these species, and other wildlife use of the restored habitat, will be submitted to the Restoration Ecologist and Owners for submission to the Agencies.

4.10.4 Quantitative Data Surveys

To augment qualitative survey data, more precise data will be collected and analyzed by the Biologist to document and evaluate progress of the restoration program. Immediately following revegetation, permanent sampling locations will be established within the revegetation area, marked and recorded on maps. These sampling stations will be surveyed semi-annually to determine germination and transplant success, species mortality, pest problems, percentage of cover, and species composition. Consistent sampling techniques will be used throughout the monitoring process to ensure accuracy in comparative analyses.

Quantitative plant distribution data will be collected from sampling locations (transect lines and/or quadrants), encompassing at least twenty percent of the total vegetated area, to compare existing coastal sage scrub vegetation characteristics with those of the newly planted restoration sites. Each transect will include sections of existent coastal sage scrub habitat and restored coastal sage scrub habitat. These surveys will be photographed along each transect or quadrant to document the progress of mitigation over the 5-year monitoring period. This photo documentation will be included in all status reports.

Upon completion of each survey, a report will be prepared by the Biologist and submitted to the Restoration Ecologist and Owners for review and appropriate action.

4.10.5 Record Keeping

Over the five year period following revegetation efforts, an annual report that discusses the results of the revegetation monitoring and maintenance efforts for each year will be submitted to the Owners by the Restoration Ecologist for submittal to the USFWS and CDFG. Species cover, compliance with required performance standards, species heights, pest problems and control measures implemented, weed

control problems and control measures implemented, additional required maintenance procedures, and general health of the revegetation plantings will be summarized in these reports. Photo documentation of the site will be included in the reports to provide a visual assessment of the revegetation progress.

4.11 LONG-TERM MANAGEMENT PROGRAM

The Long-Term Management Program will be initiated following the determination that coastal sage scrub revegetation areas have attained performance standards criteria. The Long-Term Management Program is designed to ensure that the revegetation program and conservation measures have been implemented successfully and to detect and correct adverse unforeseen circumstances. Long-term management will continue in perpetuity or until determined to be no longer necessary by the Restoration Ecologist, Biologists and the Agencies.

The Long-Term Management Plan will provide (1) brown-headed cowbird trapping, (2) annual CAGN and CAWR monitoring, (3) annual coastal sage scrub habitat quality surveys, and (4) routine maintenance as recommended by the Restoration Ecologist.

Long-term management will be funded by revenues generated from the Ocean Trails property or from other funding sources which are created or utilized for this purpose including, without limitation, an assessment district. The City will conduct maintenance and monitoring activities on the preserved and revegetated lands which comprise the HCP Permit Area.

4.11.1 Components of the Long-Term Management Program

The Long-Term Management Program will include the following programs:

- **Cowbird Trapping** as described in Section 4.7

- **Coastal California Gnatcatcher and Cactus Wren Monitoring** will be conducted on an annual basis during the breeding season of these species. Annual surveys will begin upon completion of the 5-year maintenance and monitoring program and shall continue until it is determined to be no longer necessary by the Restoration Ecologist and Biologist(s) and the Agencies. The surveys will focus on determining the extent and location of habitats used by coastal California gnatcatchers and cactus wren on the site. All areas of appropriate habitat will be surveyed.
- **Coastal Sage Scrub Habitat Quality Surveys** will be conducted on an annual basis, following the 5-year maintenance and monitoring program, to ensure that the revegetation programs have resulted in self-sustaining habitat. The focus of the survey will be to determine the success of the revegetation program and determine measures for continued maintenance, if necessary.
- **Routine Maintenance** will be conducted as necessary to ensure that habitat quality is maintained. Maintenance will include periodic removal of litter and trash, care for fencing and signage, trail maintenance, and weed abatement and removal. Other maintenance measures will be implemented at the recommendation of the Restoration Ecologist.
- **Perpetual Maintenance** as described in Section 4 of Chapter 5.
- **Fire Prevention Measures** will be an integral component of the Long-Term Management Program. A cooperative fire prevention program will be established with the City of Rancho Palos Verdes to prevent wildfire destruction of coastal sage scrub habitat and wildlife. Such measures shall include fuel modification zones

around residential structures, emergency vehicle access, and water availability and accessibility.

During each monitoring period the Restoration Ecologist will ensure that the restored habitats attain certain survival, and coverage as described in the performance standards. The Restoration Ecologist and Installation/ Maintenance Contractor will work together to monitor, maintain, and replant revegetation areas if necessary.

The revegetation maintenance and monitoring programs will be closely coordinated so that they can be adapted over time to include those techniques that best ensure the attainment of the required performance criteria. This "adaptive management" program requires that all revegetation techniques and maintenance activities be closely documented and monitored throughout implementation in order to identify and correct potential problems, and avoid them in future actions, if necessary.

4.12 UNFORESEEN CIRCUMSTANCES/ PLAN AMENDMENTS.

Congress recognized in the section 10 amendments that ". . . circumstances and information may change over time and that the original plan might need to be revised. To address this situation the Committee expects that any plan approved for a long-term permit will contain a procedure by which the parties will deal with unforeseen circumstances." (H.R. Rep. No. 97-835, 97th Congress, Second Session.) In addition:

The Committee intends that the Secretary may utilize this provision to approve conservation plans which provide long-term commitments regarding the conservation of listed as well as unlisted species and long-term assurances to the proponent of the conservation plan that the terms of the plan will be adhered to and that further mitigation requirements will only be imposed in accordance

with the terms of the plan. In the event that an unlisted species addressed in the approved conservation plan is subsequently listed pursuant to the Act, no further mitigation requirements should be imposed if the conservation plan addressed the conservation of the species and its habitat as if the species were listed pursuant to the Act." (H.R. Report No. 97-835, 97th Congress, Second Session, and 50 FR 39681-39691.)

Accordingly, Federal regulation requires such procedures to be detailed in the HCP [50 CFR 17.22(b)(1)(iii)(C)].

The Owners have made every effort to anticipate the conservation measures necessary to preserve, and potentially increase, the population of the coastal California gnatcatcher and the cactus wren on the project site and the acquired offsite easements. This has been achieved through five years of intensive study by a team of natural resource experts in consultation with the United States Fish and Wildlife Service, the California Department of Fish and Game and the California Coastal Commission. Mitigation measures described in this HCP will be implemented to compensate for impacts to these two species of wildlife as well as the six sensitive plant species: 1) Aphanisma; 2) Ocean Locoweed; 3) South Coast Saltscale; 4) Catalina Mariposa Lily; 5) Seaside Calandrinia; and, 6) Bright Green Dudleya- all of which are conserved under the HCP as if they were listed.

Consistent with Congress this HCP defines Unforeseen Circumstances as "circumstances and information may change over time and that the original plan might need to be revised. "Unforeseen Circumstances" which may affect this HCP include:

- 1) Owner Modifications to the Project
- 2) Failure of HCP Mitigation Program
- 3) Listing of New Species
- 4) Other Unforeseen Circumstances

4.12.1 Owner Modifications to the Project

Circumstances might arise where the Owners might seek significant modification to the project or land use as described in this HCP. A significant modification to the project is defined as a proposed change to the project or land use contemplated by this HCP that would affect the mitigation programs in a manner that would lessen the long term viability of any of the eight species described above. If, as determined by USFWS and CDFG, such circumstances arise, an amendment to the HCP, or to the Permit, or to both shall be processed.

4.12.2 Failure of the HCP Mitigation Program

Circumstances might arise where USFWS and CDFG determine that there exists a significant failure of the mitigation program to accomplish its intended goals. In the event such a determination is made, an amendment to the HCP, or to the Permit, or to both shall be processed.

4.12.3 Listing of New Species

As covered in the IA, and pursuant to the Department of the Interior's "No Surprises" policy, in the event that any of the unlisted species covered by this HCP (cactus wren and six sensitive plant species) are listed as threatened or endangered after the permit has been issued and the HCP and Implementing Agreement have been approved by USFWS and CDFG, incidental take authorization of these species would become effective upon the date of the listing.

In the event that any unlisted species not considered in this HCP are proposed for listing, the Owners will consult with USFWS and CDFG to determine if a permit amendment is required.

4.12.4 Other Unforeseen Circumstances

In addition, should any other unforeseen circumstances occur requiring correction during the period of responsibility by the Owners, as established in the Implementing Agreement, the Owners will immediately seek the advice of the USFWS and CDFG to alleviate the circumstance.

4.12.5 Amendments

Material changes to the HCP proposed by the Owners after the effective date of the permit shall be processed by USFWS and CDFG as an amendment to the permit in accordance with the ESA and permit regulations and shall be subject to appropriate environmental review.

CHAPTER 5

FUNDING

5.1 OVERVIEW

Implementation of the coastal sage scrub revegetation program and coastal California gnatcatcher, cactus wren, and sensitive species conservation programs will cost approximately \$1,988,000 (Table 6) and is provided for and guaranteed by the Implementing Agreement incorporating the HCP. The Owners have paid and will continue to pay costs associated with this HCP and the revegetation and conservation programs contemplated by the HCP.

Additionally, to obtain funds to implement the long-term maintenance program, the City of Rancho Palos Verdes will impose conditions on the Owners or their successors in interest, including the operator of the golf course, which will generate revenues from the Ocean Trails project for that purpose. In addition, the City also may create or utilize additional funding sources which are available including, without limitation, the formation of an assessment district to generate revenues for that purpose.

TABLE 6
OCEAN TRAILS COSTS FOR IMPLEMENTING
THE HABITAT CONSERVATION PLAN 1988 THROUGH 1999*

<u>Costs to Date</u>	
Habitat Conservation Plan	\$238,000
Biological Surveys	150,000
Subtotal	\$388,000
<u>Estimated Document Costs</u>	
Completed HCP/Implementing Agreement/NEPA	\$50,000
Subtotal	\$50,000
<u>Onsite Project Area</u>	
Revegetation	\$525,000
Brown-headed cowbird trapping program	50,000
Monitoring and Maintenance	175,000
Replacement Budget	200,000
Contingency	100,000
Subtotal	\$1,050,000
<u>Offsite Easement Costs Project Area</u>	
Easements Acquisition	\$150,000
Revegetation	150,000
Contingency	50,000
Endowment for Habitat Acquisition and Revegetation	150,000
Subtotal	\$500,000
GRAND TOTAL	<u>\$1,988,000</u>

*Assumes commencement of project in 1995 and Maintenance District funding (\$50,000/year) commencing in 1999.

5.2 COSTS INCURRED BY OWNERS TO DATE

Between November 1988 and June 1994, the Owners have expended a total of \$388,000 on the production, processing, and implementation of the Ocean Trails HCP, as follows:

- 1) Biological Studies \$150,000
- 2) HCP \$238,000

These costs include fees for baseline biological investigations, project redesign in response to biological resources data, two years monitoring of the coastal California gnatcatcher and cactus wren populations, Palos Verdes blue butterfly and pacific pocket mouse investigations, installation of a portion of Phase I revegetation (West Bluff Preserve), revegetation monitoring and consultant and legal expenses for the production and processing of the HCP and supporting NEPA documentation.

5.3 HCP FUNDING

As discussed in Section 5.1 above, funding for the revegetation and conservation programs will be provided by the Owners (their successors and/or assigns). The respective obligations and amounts described in this HCP will be secured in the categories and manner outlined below:

5.3.1 HCP Completion Costs

It is estimated that it will cost an additional \$50,000 to complete this HCP, the Implementing Agreement and the supporting NEPA documentation.

5.3.2. Onsite Project Area Costs

These costs, estimated at \$1,050,000 (Table 6), will be secured in a bond that will include Onsite Project Area Costs. Said bond shall be provided in accordance with banking industry standards. Provisions shall be made for partial release of the bond amount at each annual renewal date depending on the amount of improvements completed.

5.3.3 Offsite Easements Project Area Costs

These costs, estimated at \$500,000 (Table 6), will be secured in a bond that will include Offsite Easements Project Area Costs. Said bond shall be provided in accordance with banking industry standards. Provisions shall be made for partial release of the bond amount at each annual renewal date depending on the amount of improvements completed. Additionally, the Owners shall guaranty an "endowment" of any unspent monies in this category as follows:

At the time all work is completed under this category, the Owners shall submit an accounting of all expenditures in connection with securing the conservation easements and in connection with constructing the revegetation improvements. If the total does not equal or exceed \$500,000, an amount of money to equal \$500,000 shall be provided as an endowment to a long-term fund approved by USFWS, managed by the City and specified for habitat acquisition and/or restoration within the City of Rancho Palos Verdes.

5.3.4 Exoneration of Bonds

Before the retirement of any bond associated with this HCP, the following requirement must be met. The USFWS, DFG, and the City of Rancho Palos Verdes must all be in agreement that the success criteria of the revegetation sites have been achieved.

5.4 PERPETUAL MAINTENANCE

The City of Rancho Palos Verdes will impose conditions on the Owners or their successors in interest, including the operator of the golf course, which will generate revenues to implement the long-term maintenance program. In addition, the City also may create or utilize additional funding sources which are available including, without limitation, the formation of a new assessment district or the revision of an existing assessment district, to generate revenues to fund the long-term maintenance program.

It is estimated that maintenance and

monitoring costs for the preserved and revegetated lands which comprise the HCP Permit Area of the Ocean Trails project will be \$35,000 to \$40,000 per year. The City will endeavor to obtain additional monies not to exceed an annual total of \$50,000 from the funding sources discussed above for contribution to the long-term fund referred to in Section 5.3.3 above, to the extent that it is legally possible to do so.

The request for proposals from contractors and consultants in connection with this maintenance obligation shall be reviewed by USFWS and CDFG to ensure that all maintenance and monitoring providers are properly qualified.

The City of Rancho Palos Verdes proposes to be a party to the Implementing Agreement as evidence of this commitment.

CHAPTER 6

ALTERNATIVES ANALYZED

6.1 INTRODUCTION

This alternatives analysis compares the impacts of three alternatives on coastal sage scrub, the coastal California gnatcatcher, the cactus wren, and other sensitive species.

A comparative analysis of all other pertinent environmental issues is available within the Final EIR No. 36 for the project. These alternatives address the fiscal objectives of the project and the terms of the existing development plans approved by the City of Rancho Palos Verdes and the California Coastal Commission.

These alternatives are: 1) No-Project Alternative; 2) Nine-Hole Golf Course Alternative; and, 3) Proposed Project.

6.2 NO-PROJECT ALTERNATIVE

The No-Project alternative assumes that the project site would remain in its current state and no proposed improvements to the existing coastal sage scrub habitat would occur. Under this alternative the presently disturbed and degraded drainage courses and specific habitat areas within the site boundaries would not be augmented with native vegetation and protected from uncontrolled access to the site. Under the No-Project alternative, land use, housing and fiscal projections would be inconsistent with the City of Rancho Palos Verdes General Plan designations which have anticipated development of the site. In addition, the No-Project alternative would not allow for the public golf course, coastal bluff protection, and coastal access benefits afforded by the proposed project. Unfocused access would continue further increasing degradation of CSS habitat and its dependent species. Therefore, because mitigation is available to minimize impacts to coastal sage scrub habitat, this No-Project alternative was not selected. Further, this alternative would promote the continued degradation of the property due to uncontrolled human access,

increase in non-native plants, feral animal impacts, no fire protection and is economically infeasible for the Owners.

6.3 NINE-HOLE GOLF COURSE/ REDUCED RESIDENTIAL ALTERNATIVE

This alternative is designed to avoid direct impacts to the coastal California gnatcatcher, cactus wren and other sensitive plant species. The avoidance would include a nine-hole golf course and a 50 percent reduction in the number of residential units on the site. This alternative was not selected because: 1) it would not provide an economically viable golf course (according to Pete Dye, Golf Course Architect, financial institutions and other marketing analyses, acquiring financing for a nine hole course may not be possible because the income from a nine-hole operation does not offset the costs of constructing and maintaining the course); and, 2) the value and number of homes surrounding a nine hole course are substantially less than those adjacent to an 18-hole course and therefore is economically infeasible for the Owners.

6.4 PROPOSED PROJECT

The proposed project site currently lies fallow and is only utilized by unauthorized human access and recreational vehicles. Past agricultural and tenant farming and military use as well as illegal debris dumping has resulted in a high degree of disturbance of the native vegetation. Other disturbances include mountain biking, dog training and brush fires occurring as recently as July and October 1993. The project site currently contains 25.1 acres of Coastal Sage Scrub (CSS) and disturbed CSS, as well as 30.6 acres of Coastal Bluff Scrub (CBS). Of this amount, 0.7 acres of CSS and 15.7 acres of disturbed CSS will be impacted by the

proposed development together, 16.4 acres). Approximately 0.6 acres of CBS will be impacted. The remaining CSS and CBS will be retained onsite and, with implementation of this Alternative, an additional 87.1 acres of CSS and 3.5 acres of CBS will be revegetated. The result will be 95.8 acres of quality CSS onsite and on two adjacent offsite easement areas that will be acquired for habitat purposes.

Overall, assuming a successful revegetation effort, this Alternative will result in a net increase in quality CSS in the HCP Study Area from 34.4 acres to 95.8 acres and a net increase in CBS from 30.6 acres to 33.5 acres.

Although this Alternative results in the removal of some CSS (principally disturbed CSS), it maximizes the coastal California gnatcatcher habitat preservation under the proposed development plan. This type of conservation and enhancement is what was envisioned by the NCCP Guidelines for coastal sage scrub restoration. Lastly, it is financially feasible and consistent with the City's General Plan. Therefore, this Alternative has been selected in conjunction with the proposed development.

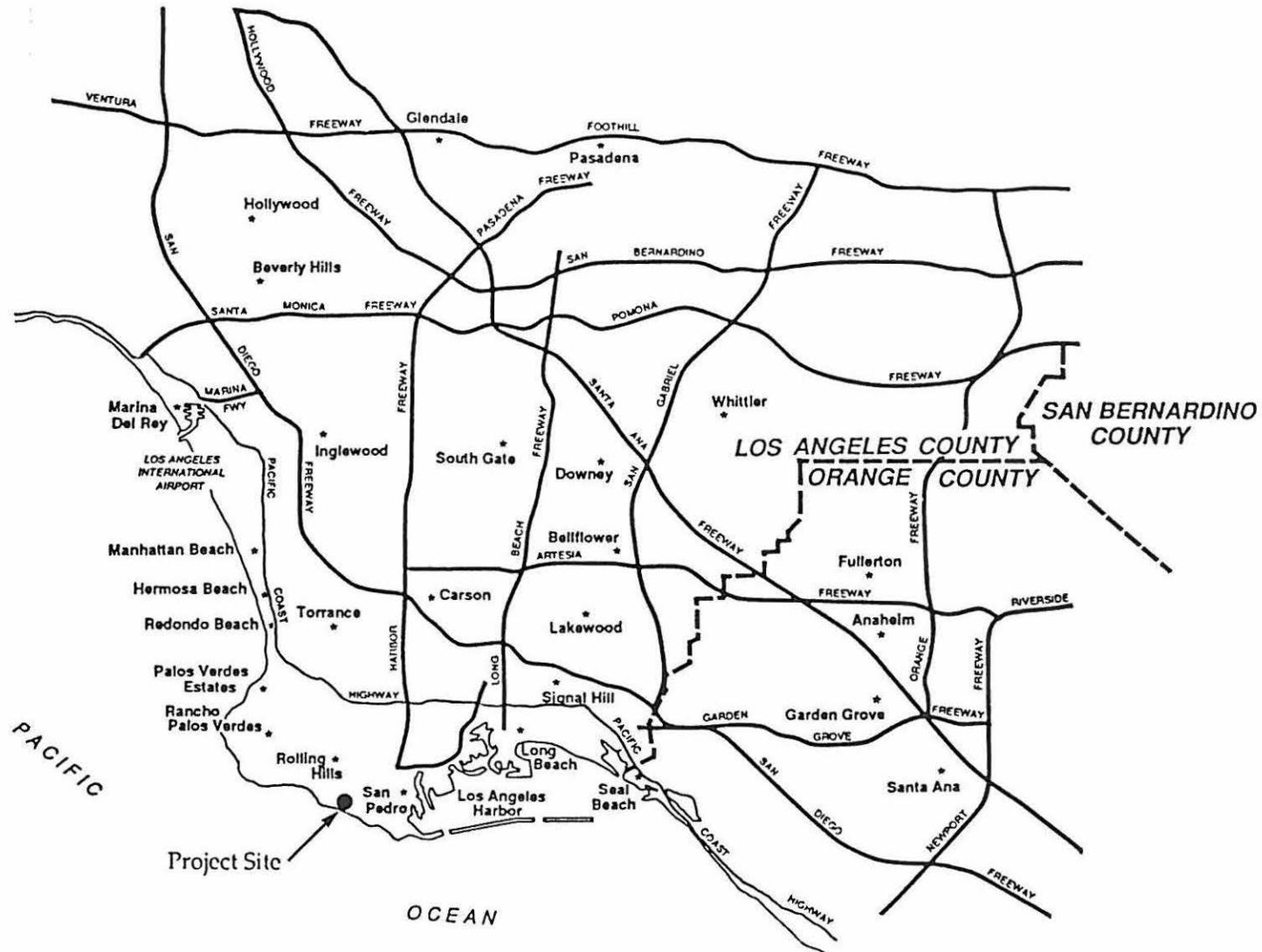
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HABITAT CONSERVATION PLAN (HCP)

Rancho Palos Verdes - Ocean Trails

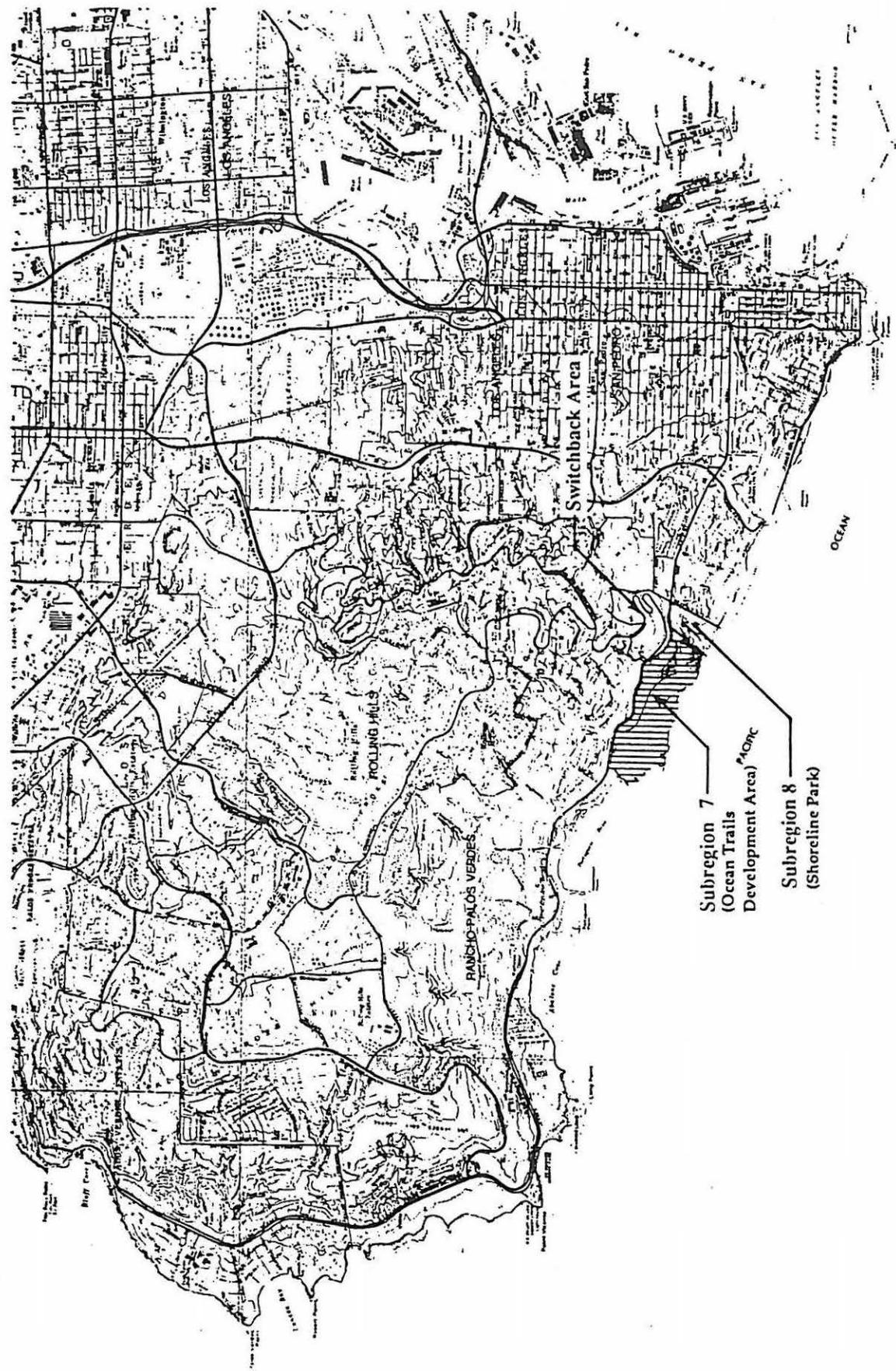


Source: RBF Sept. 1994

Ocean Trails Regional Vicinity Map

Figure 1

Rancho Palos Verdes - Ocean Trails



Source: USGS © 1981

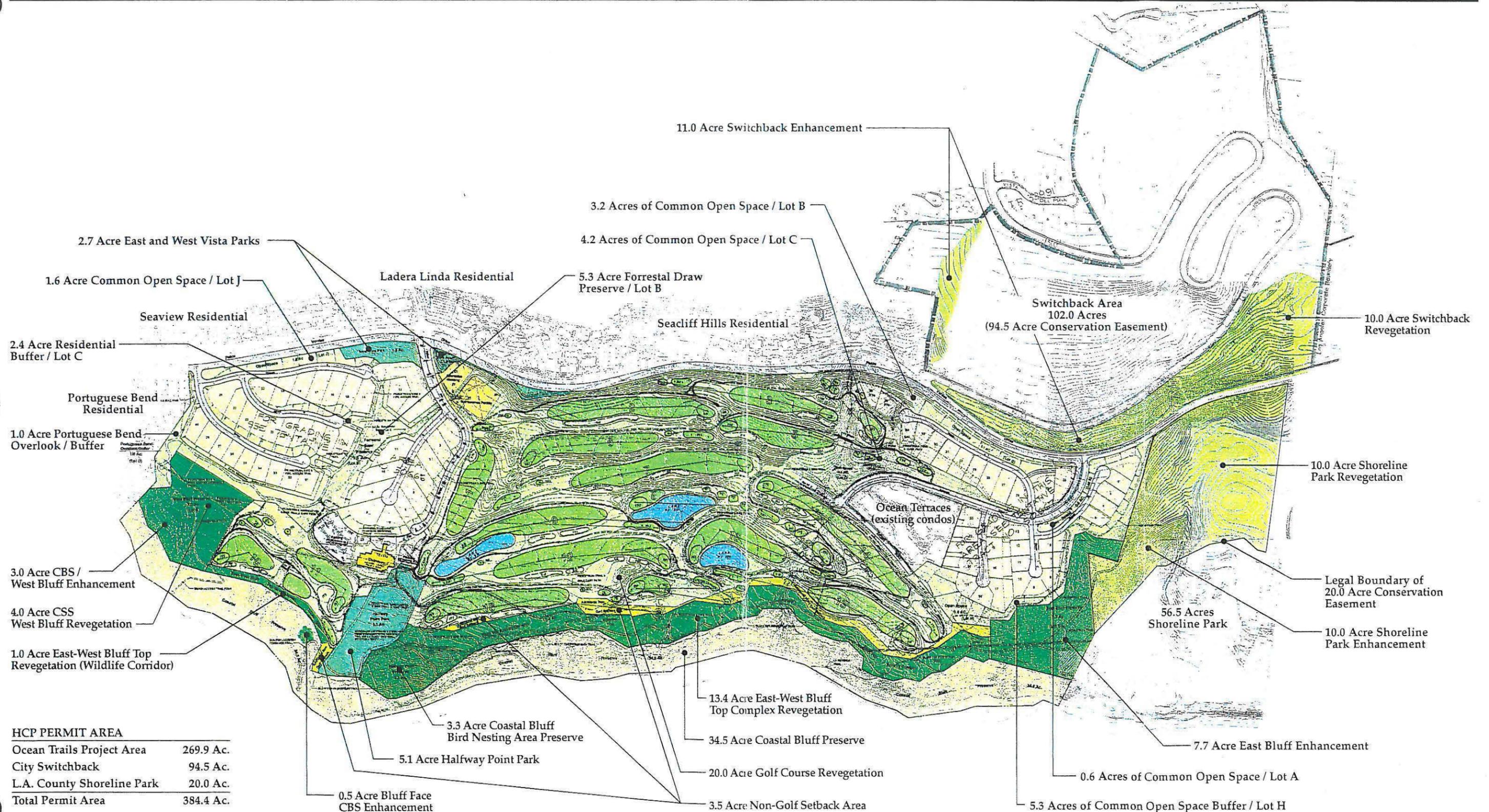
Ocean Trails Site Vicinity Map
Figure 2



Source: RBF March 1988

Ocean Trails Aerial Photograph
Figure 3

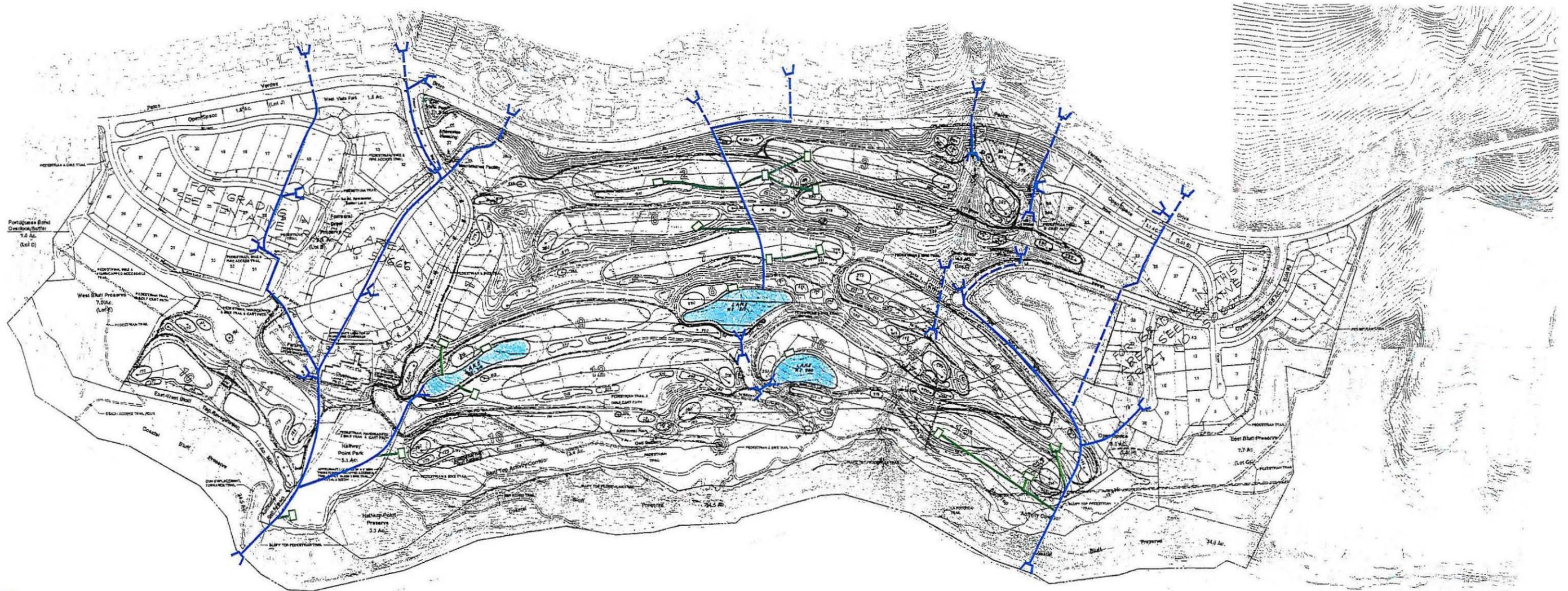




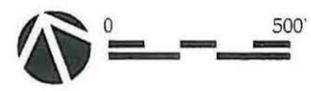
HCP PERMIT AREA	
Ocean Trails Project Area	269.9 Ac.
City Switchback	94.5 Ac.
L.A. County Shoreline Park	20.0 Ac.
Total Permit Area	384.4 Ac.

NOTE:
Pursuant to a 1995 "Settlement Agreement", in addition to the 13.4 acre East-West Bluff Top Complex Revegetation and the 1.0 acre East-West Bluff Top Revegetation, an additional 3.5 acres of Non-Golf Setback areas will be dedicated for habitat restoration and set back purposes.

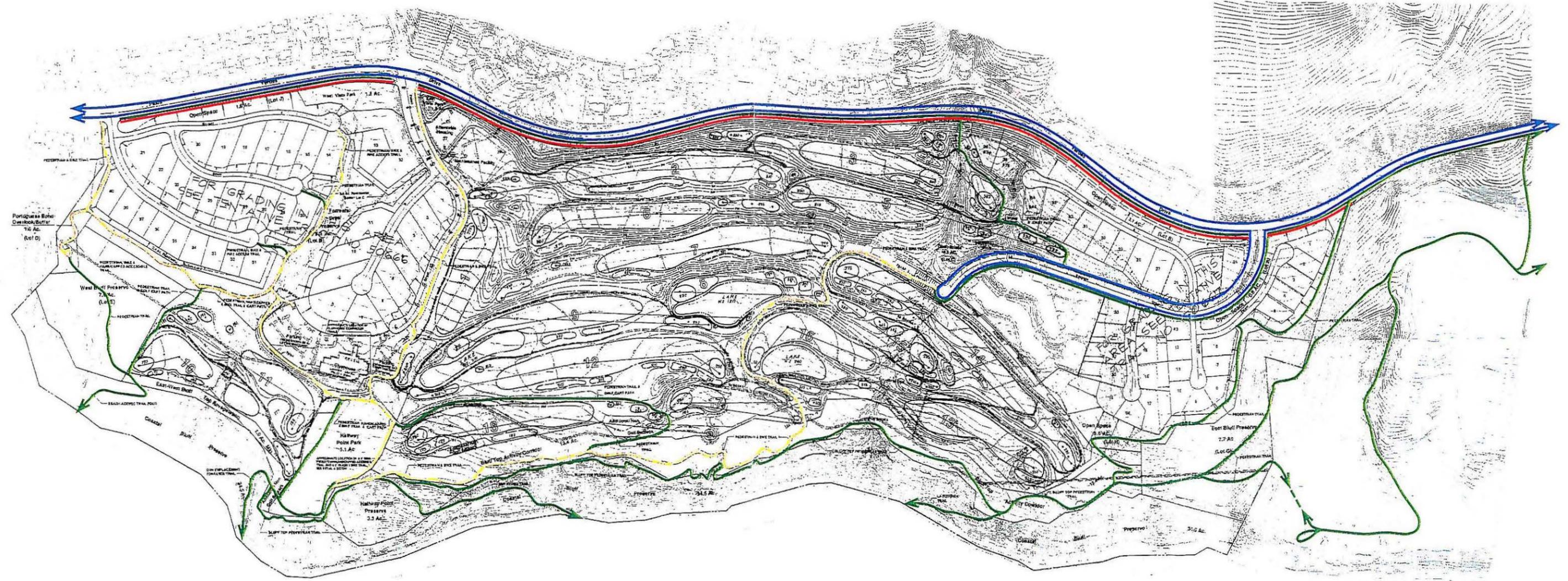
Source: RBF October 1996



-  Master Storm Drain
-  Existing Storm Drain
-  Catch Basin Inlet
-  Golf Course Storm Drain Line with Inlet
-  Wet Pond Area
-  Wet Pond Overflow Pipe



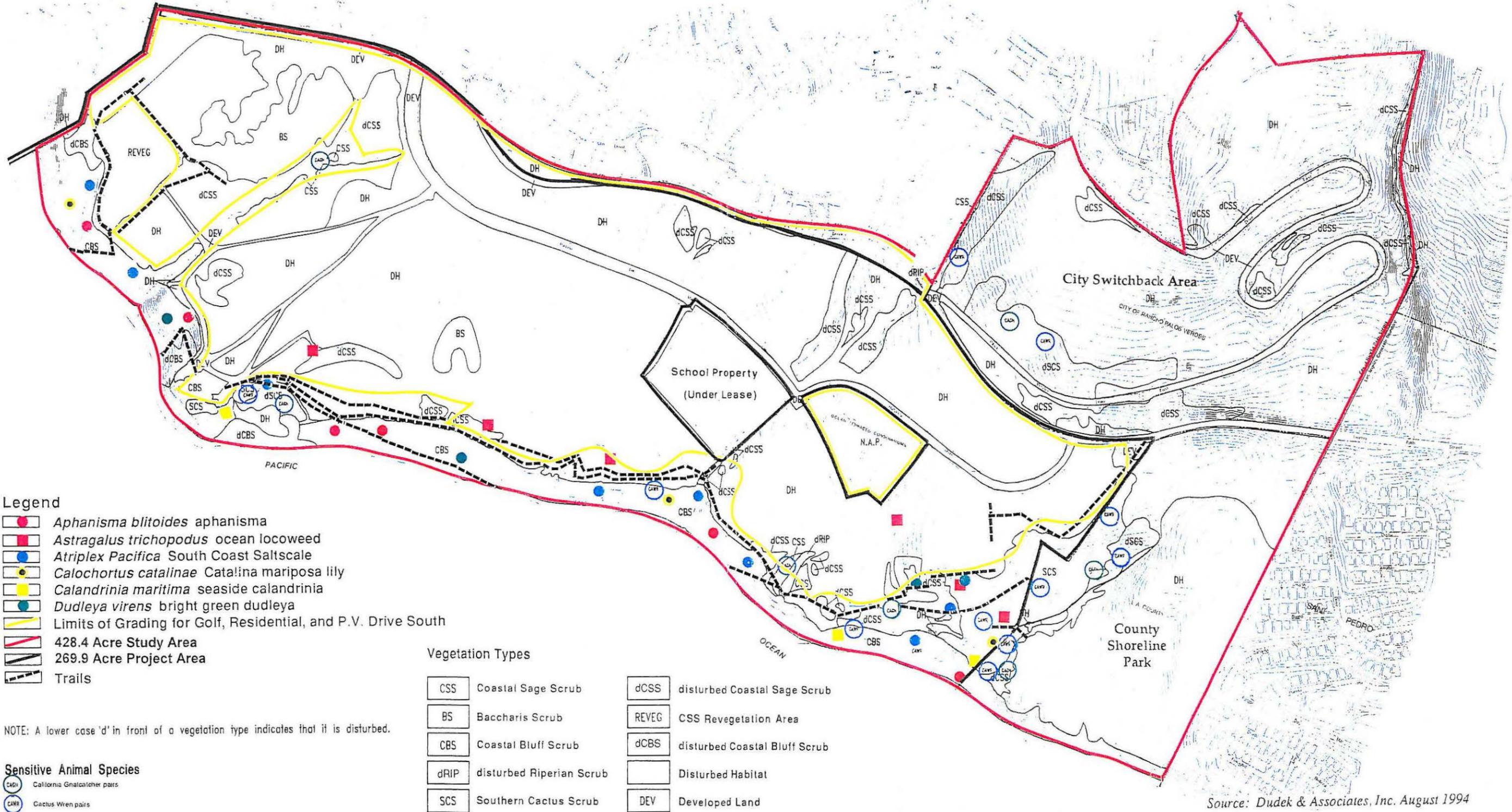
Source: ESCO July 1996



-  Pedestrian Path
-  Off-Street Bicycle/Pedestrian Path
-  Class I Bicycle Path
-  Class II Bicycle Path



Source: RBF July 1996



Legend

- Aphanisma blitoides* aphanisma
- Astragalus trichopodus* ocean locoweed
- Atriplex Pacifica* South Coast Saltscale
- Calochortus catalinae* Catalina mariposa lily
- Calandrinia maritima* seaside calandrinia
- Dudleya virens* bright green dudleya
- Limits of Grading for Golf, Residential, and P.V. Drive South
- 428.4 Acre Study Area
- 269.9 Acre Project Area
- Trails

NOTE: A lower case 'd' in front of a vegetation type indicates that it is disturbed.

Sensitive Animal Species

- California Gnatcatcher pairs
- Cactus Wren pairs

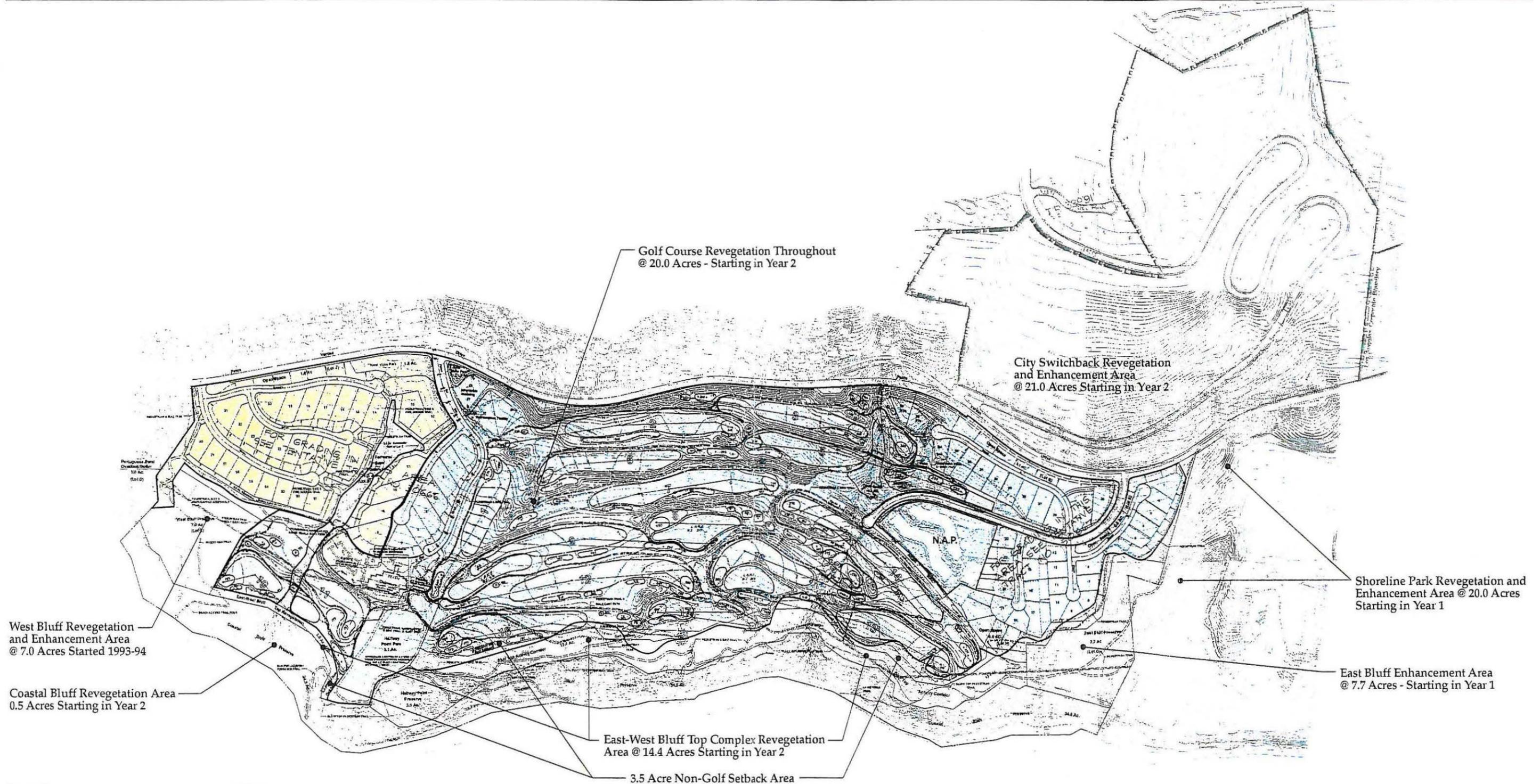
Vegetation Types

CSS Coastal Sage Scrub	dCSS disturbed Coastal Sage Scrub
BS Baccharis Scrub	REVEG CSS Revegetation Area
CBS Coastal Bluff Scrub	dCBS disturbed Coastal Bluff Scrub
dRIP disturbed Riparian Scrub	 Disturbed Habitat
SCS Southern Cactus Scrub	DEV Developed Land



Source: Dudek & Associates, Inc. August 1994

Ocean Trails Vegetation/Sensitive Animal Species and Limits of Grading



Golf Course Revegetation Throughout
@ 20.0 Acres - Starting in Year 2

City Switchback Revegetation
and Enhancement Area
@ 21.0 Acres Starting in Year 2

Shoreline Park Revegetation and
Enhancement Area @ 20.0 Acres
Starting in Year 1

West Bluff Revegetation
and Enhancement Area
@ 7.0 Acres Started 1993-94

Coastal Bluff Revegetation Area
0.5 Acres Starting in Year 2

East Bluff Enhancement Area
@ 7.7 Acres - Starting in Year 1

East-West Bluff Top Complex Revegetation
Area @ 14.4 Acres Starting in Year 2

3.5 Acre Non-Golf Setback Area

- Stage 1 Grading
- Stage 2 Grading

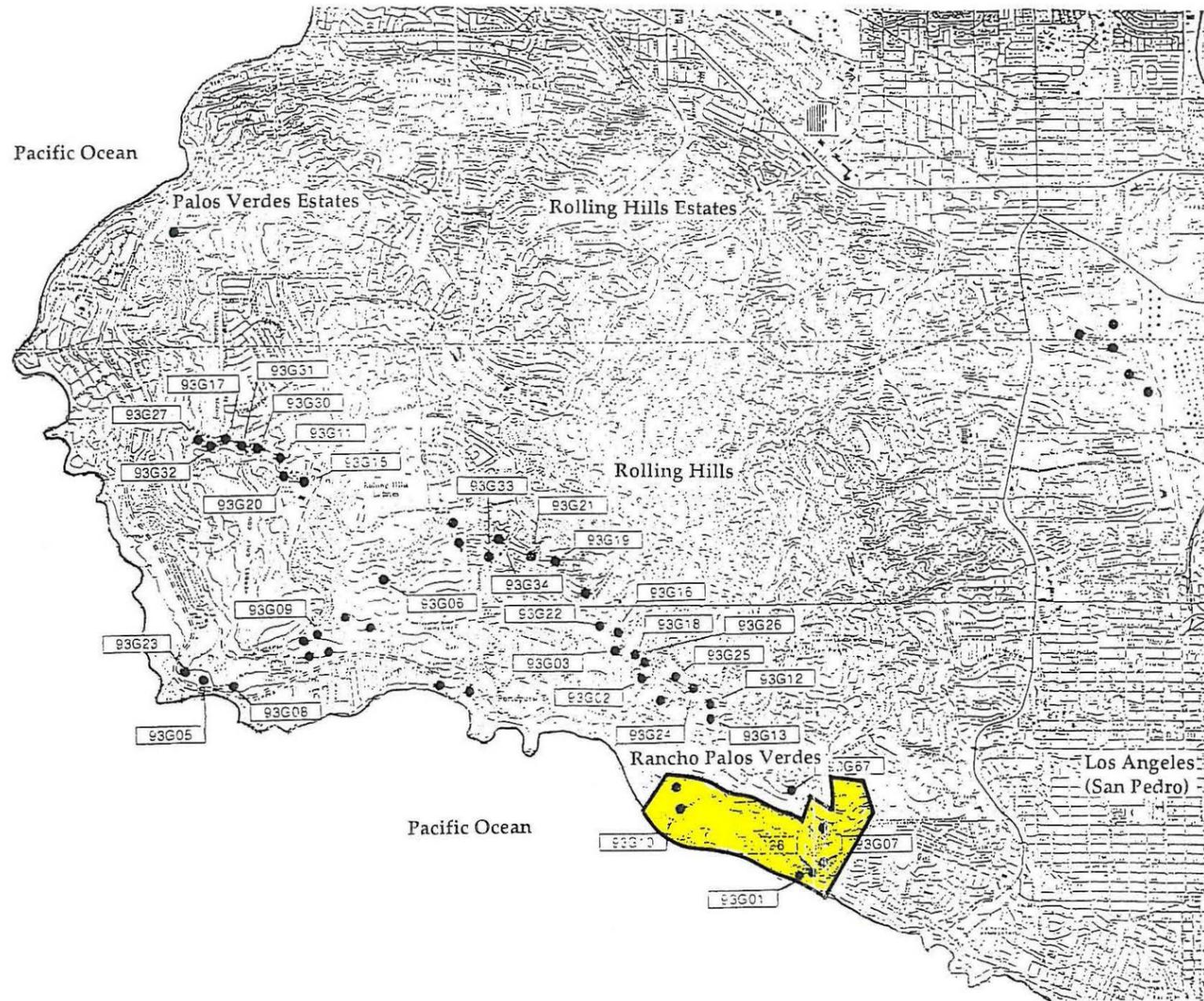
NOTES:

1. The phase I Revegetation and Enhancement was initiated in October 1993 by the Property Owners and administrated by the Department, Service and Coastal Commission.
2. Stage 1 and 2 Grading Areas illustrate the general area of mass grading and does not depict areas which will be retained or not graded. (i.e. coastal bluff areas, existing drainage courses, common open space areas, etc.)
3. Each "Starting" date indicated is dependent upon receiving the USFWS 10(a) and other associated permits during the first quarter of 1996 and overall project financing.
4. Pursuant to a 1995 "Settlement Agreement", in addition to the 13.4 acre East-West Bluff Top Complex Revegetation and the 1.0 acre East-West Bluff Top Revegetation, an additional 3.5 acres of Non-Golf Setback areas will be dedicated for habitat restoration and set back purposes.

Source: RBF October 1996

Proposed Revegetation and Enhancement /
Phase and Grading Stage Plan

Figure 8



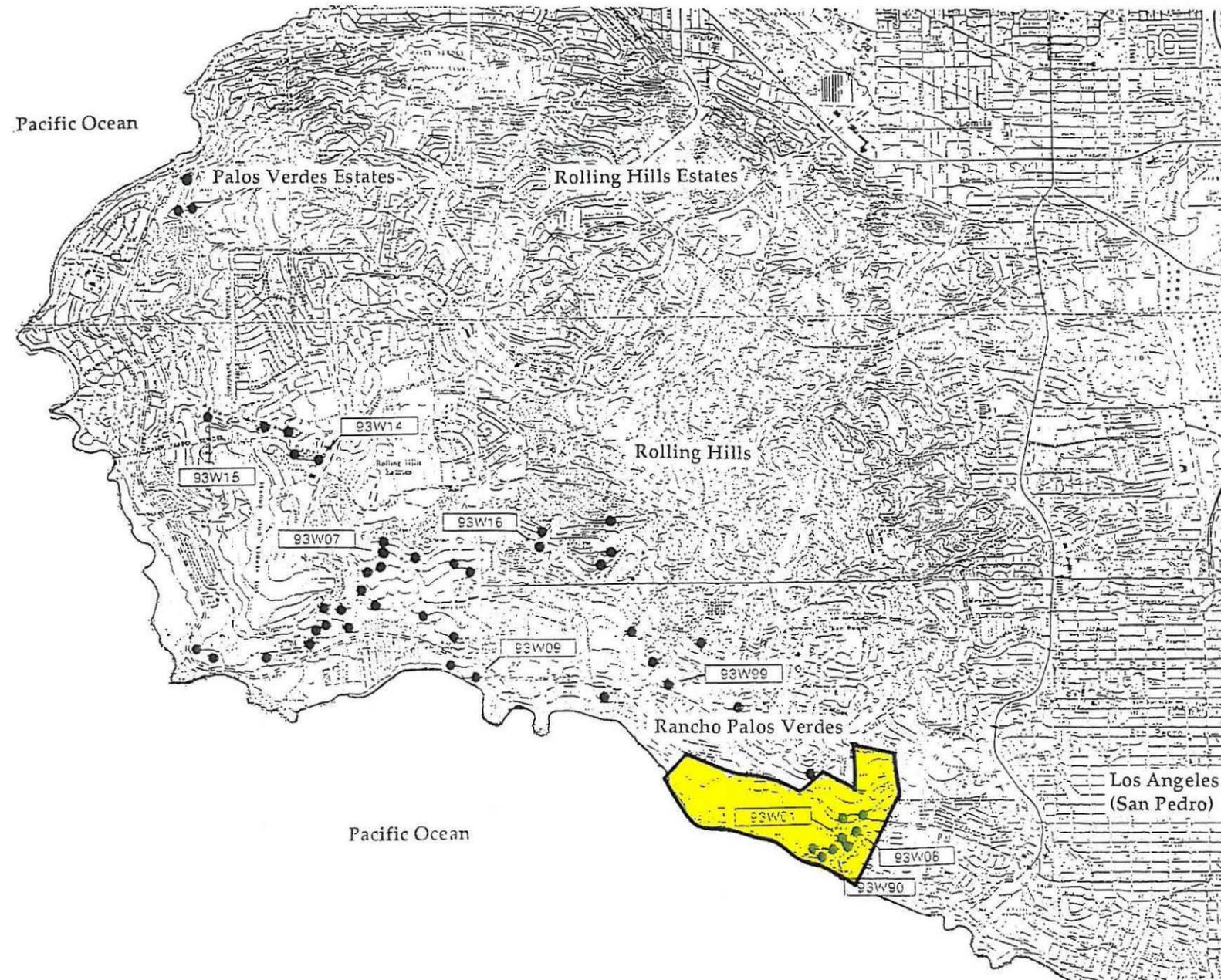
Legend

 Ocean Trails Project Site

 Breeding Pairs



Source: J.L. Atwood Progress Report No. 1, 1993
Distribution of Breeding Pairs of California Gnatcatchers
on the Palos Verdes Peninsula, Spring 1993

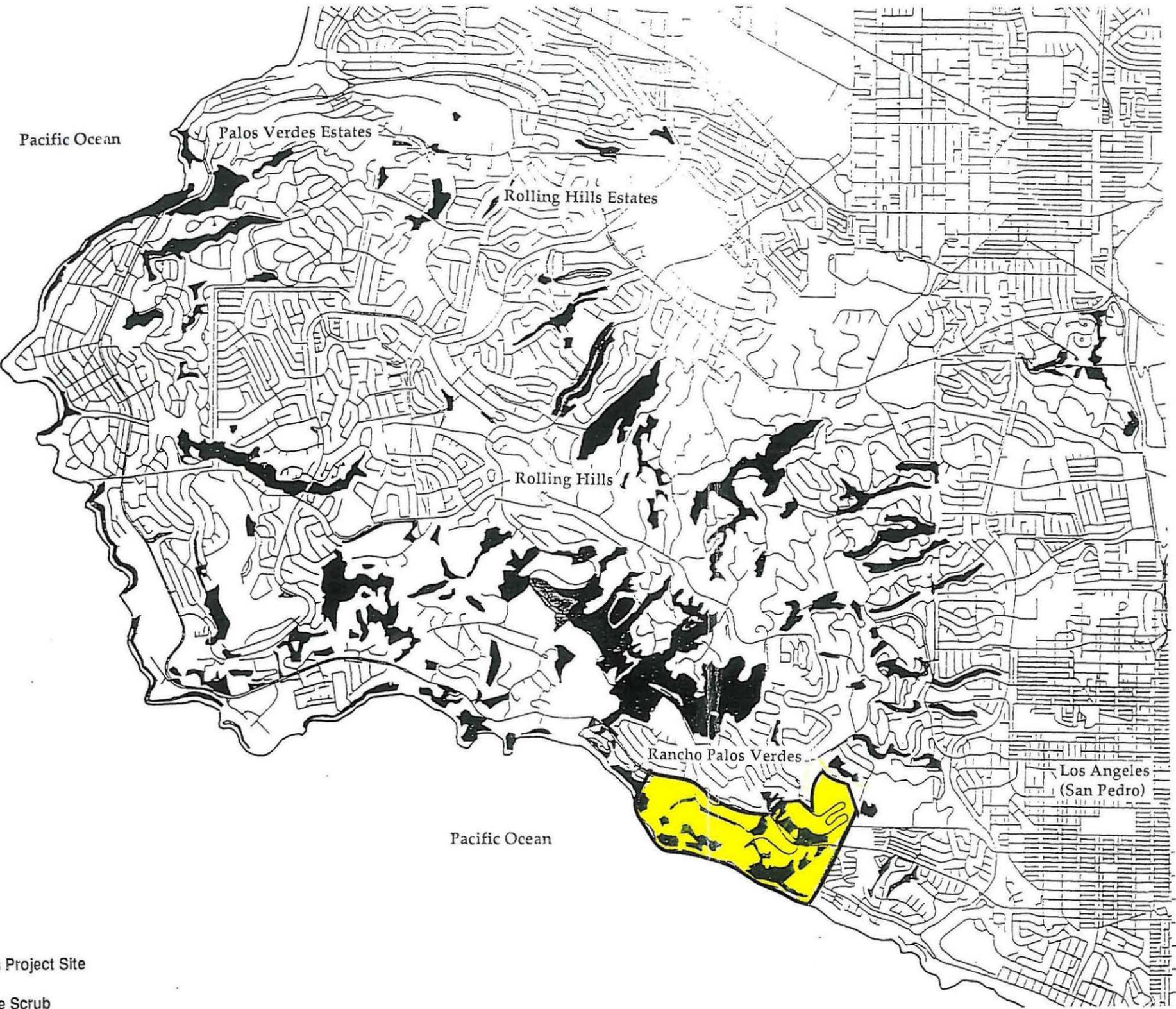


Legend

-  Ocean Trails Project Site
-  Breeding Pairs



Source: J.L. Atwood Progress Report No. 1, 1993
**Distribution of Breeding Pairs of Cactus Wrens
on the Palos Verdes Peninsula, Spring 1993**



Legend

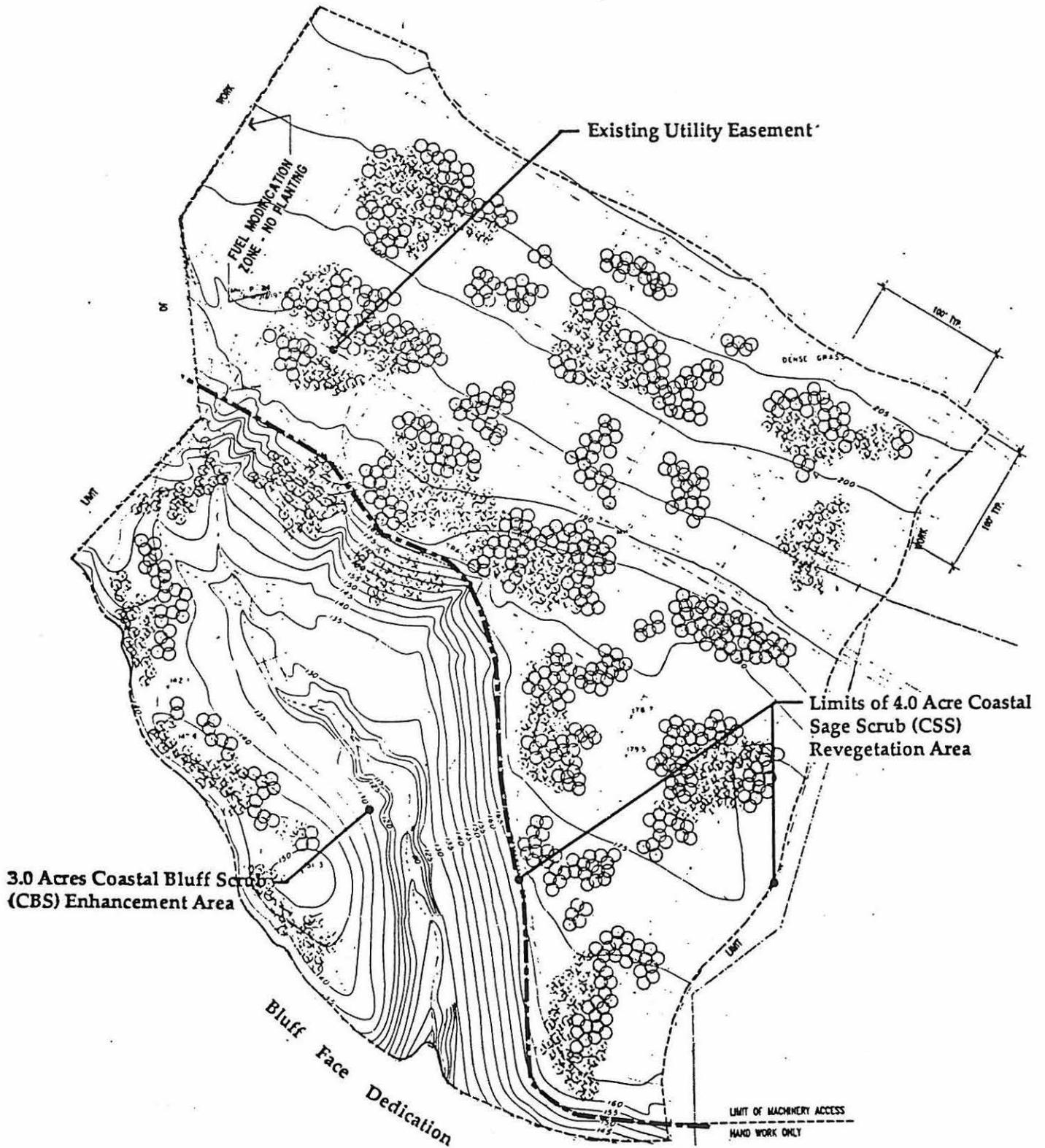
- Ocean Trails Project Site
- Coastal Sage Scrub



Source: J. L. Atwood Progress Report No. 1, 1993
General Distribution of Coastal Sage Scrub on the Palos Verdes Peninsula with $\geq 30\%$ Coverage

HABITAT CONSERVATION PLAN (HCP)

Rancho Palos Verdes - Ocean Trails

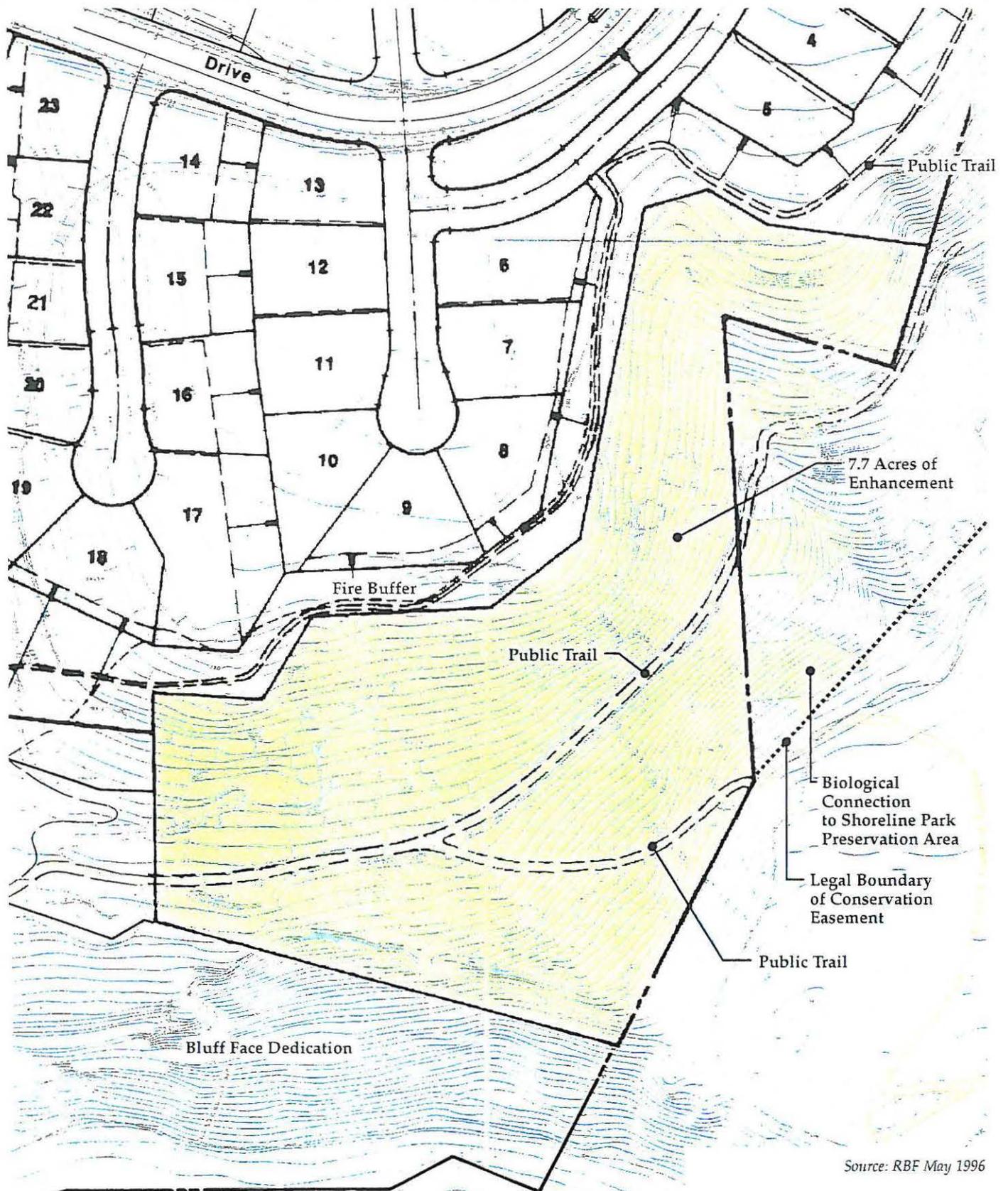


Source: Dudek & Associates, Inc. August 1994

Phase I West Bluff Revegetation and Enhancement Detail @ 7.0 Acres

Figure 12



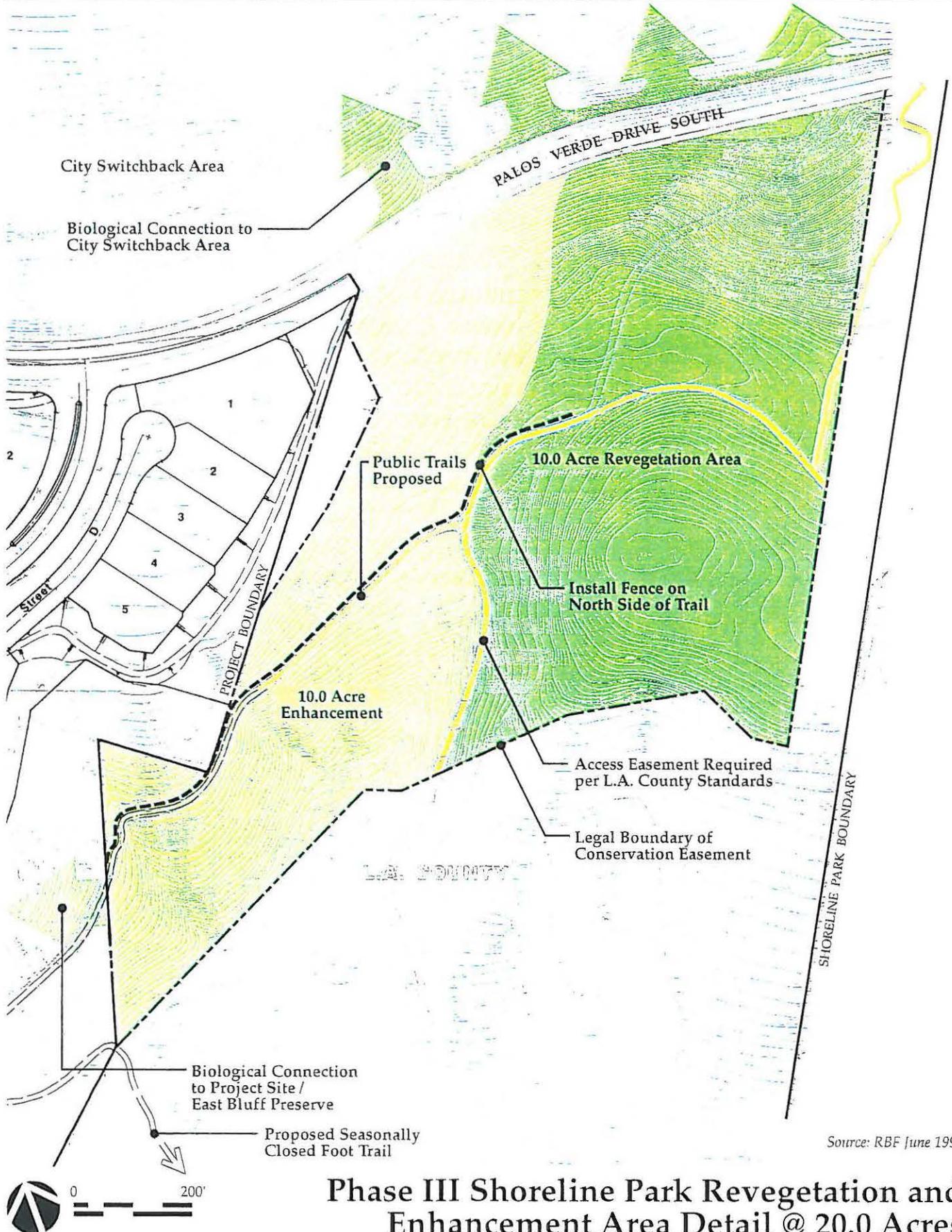


Source: RBF May 1996

Phase II East Bluff Enhancement
Detail @ 7.7 Acres

Figure 13





Source: RBF June 1996

Phase III Shoreline Park Revegetation and Enhancement Area Detail @ 20.0 Acres

Figure 14



1.0 Acre East-West Bluff Top
 Revegetation (Wildlife Corridor).

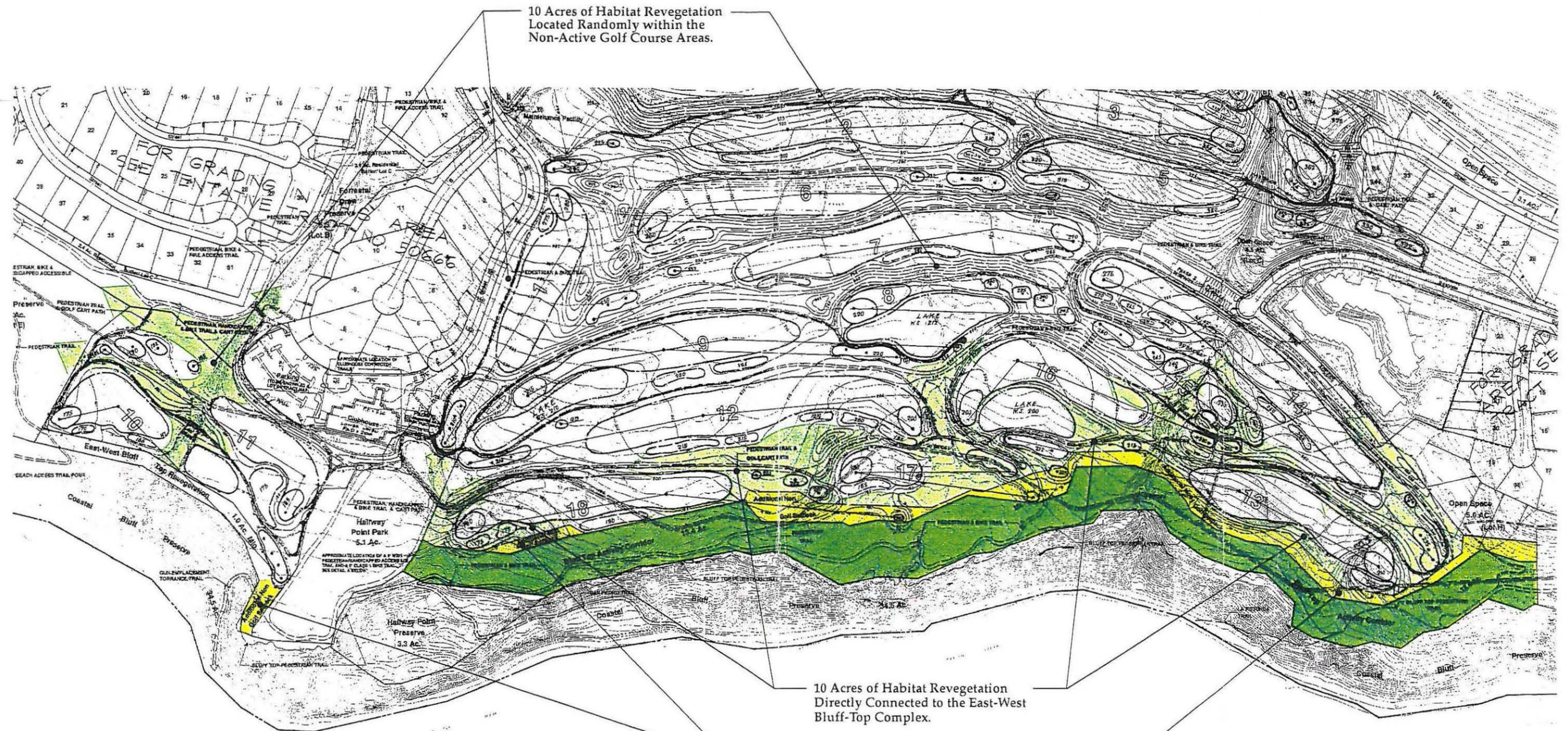
13.4 Acre East-West Bluff Top Complex Revegetation.
 100 Foot Minimum Setback from Top of Bluff will
 include Pedestrian Trails, Overlooks, Signage, and
 Habitat Restoration/Revegetation.

Pursuant to a 1995 "Settlement Agreement", in addition to
 the 13.4 acre East-West Bluff Top Complex Revegetation
 and the 1.0 acre East-West Bluff Top Revegetation, an
 additional 3.5 acres of Non-Golf Setback areas will be
 dedicated for habitat restoration and set back purposes.

Source: RBF October 1996.
 Dudek & Associates, Inc. August 1994



Phase IV East-West Bluff Top Complex
 Revegetation Area Detail @ 14.4 Acres
 Figure 15



10 Acres of Habitat Revegetation Located Randomly within the Non-Active Golf Course Areas.

10 Acres of Habitat Revegetation Directly Connected to the East-West Bluff-Top Complex.

Pursuant to a 1995 "Settlement Agreement", in addition to the 13.4 acre East-West Bluff Top Complex Revegetation and the 1.0 acre East-West Bluff Top Revegetation, an additional 3.5 acres of Non-Golf Setback areas will be dedicated for habitat restoration and set back purposes.

Source: RBF October 1996

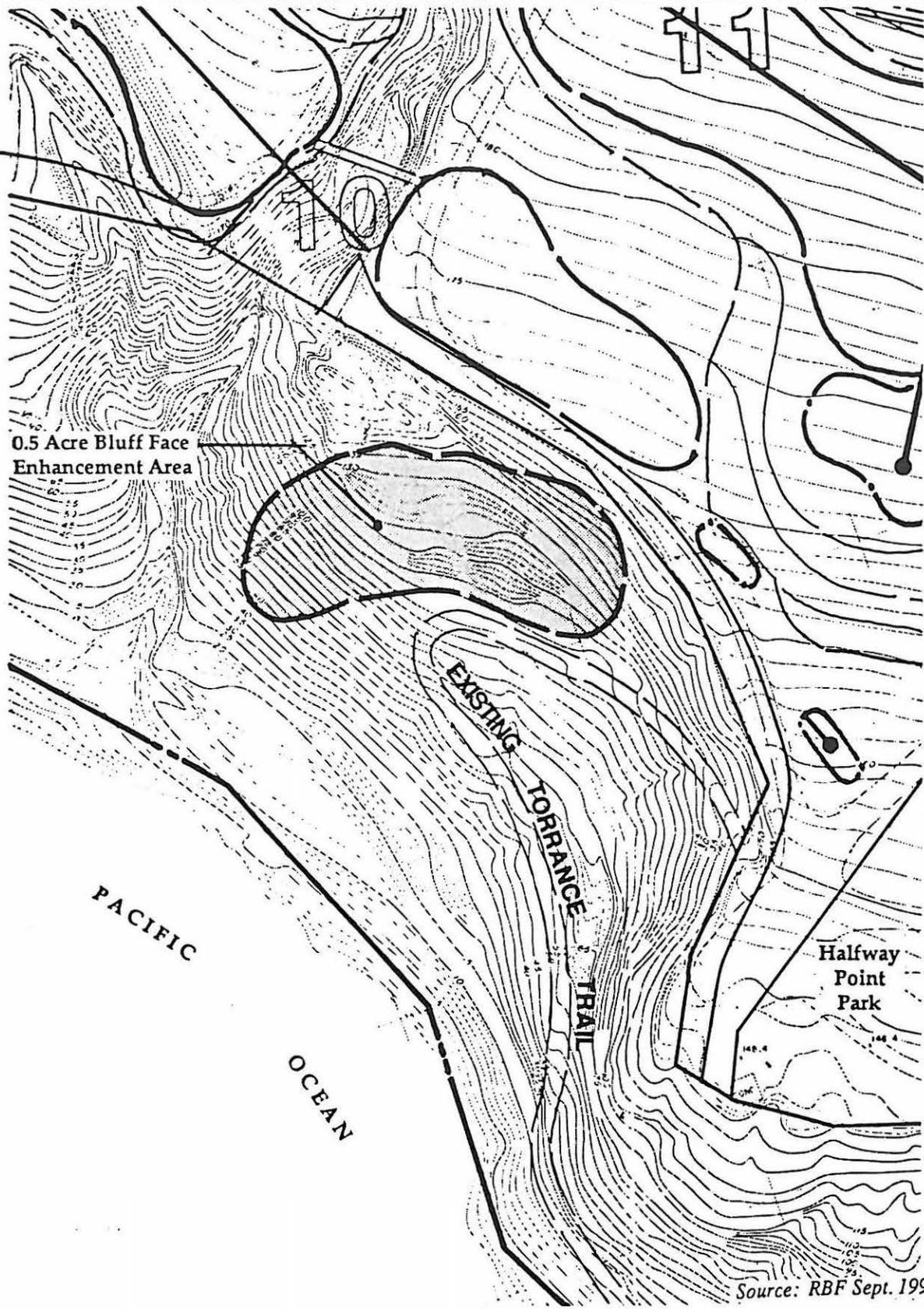


Phase IV Golf Course Revegetation Areas Detail @ 20.0 Acres

Figure 16

HABITAT CONSERVATION PLAN (HCP)

Rancho Palos Verdes - Ocean Trails



Phase VI Bluff Top Enhancement
Area Detail @ 0.5 Acres
Figure 18

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Zuckerman Building Company
707 Silver Spur Road, Suite 201
Rolling Hills Estates, CA 90274
Attn: Kenneth A. Zuckerman

(For Recorder's Use)

**IMPLEMENTING AGREEMENT
OCEAN TRAILS
COASTAL CALIFORNIA GNATCATCHER/CACTUS WREN/SIX PLANT SPECIES
HABITAT CONSERVATION PLAN**

by and between

PALOS VERDES LAND HOLDINGS COMPANY

ZUCKERMAN BUILDING COMPANY

UNITED STATES FISH AND WILDLIFE SERVICE

CALIFORNIA DEPARTMENT OF FISH AND GAME

AND THE

CITY OF RANCHO PALOS VERDES

July 1996

TO ESTABLISH A PROGRAM FOR THE CONSERVATION OF SPECIES AT THE PROPOSED OCEAN TRAILS PROJECT SITE, CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIS IMPLEMENTING AGREEMENT ("Agreement") is made and entered into as of the 4th day of February 1998, by and between Palos Verdes Land Holdings Company, Inc., and Zuckerman Building Company (together referred to herein as the "Permittees"), the United States Fish and Wildlife Service ("FWS"), the California Department of Fish and Game ("CDFG") and the City of Rancho Palos Verdes ("City"), hereafter collectively referred to as the "Parties". This Agreement defines the Parties' roles and responsibilities under, and provides a common understanding of actions that will be undertaken for the conservation of the subject listed and unlisted species and their habitats during construction and operation of the proposed Ocean Trails Project, City of Rancho Palos Verdes, County of Los Angeles, California in accordance with, the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan (hereafter "Habitat Conservation Plan", "HCP" or "Plan") and commits the Parties to implement the Plan.

The FWS is authorized to enter into this Implementing Agreement pursuant to the Federal Endangered Species Act, 16 U.S.C. SS 1531 et seq., the Fish and Wildlife Coordination Act, 16 U.S.C. SS 661 et seq., and the Fish and Wildlife Act of 1956, 16 U.S.C. S 743f.

For and in consideration of the mutual covenants and conditions contained herein, the Parties hereto do hereby agree as follows:

1.0 RECITALS

This Agreement is entered into with regard to the following facts:

- 1.1 WHEREAS, the coastal California gnatcatcher (*Polioptila californica californica*) was listed as a threatened species in the Federal Register on March 25, 1993, pursuant to the provisions of the ESA.
- 1.2 WHEREAS, the coastal cactus wren (*Campylorhynchus brunneicapillus cousei*) is a Federal Candidate Category 3 species.
- 1.3 WHEREAS, the FWS is considering action in the case of three (3) Federal Candidate Category 2 Species, found on the Ocean Trails site: bright green dudleya (*Dudleya virens*), aphanisma (*Aphanisma blitoides*) and south coast saltscale (*Atriplex pacifica*).
- 1.4 WHEREAS, the FWS and CDFG have identified for conservation purposes three (3) additional plant species found on the Ocean Trails site: ocean locoweed (*Astragalus trichopodus var. lonchus*), Catalina mariposa lily (*Calochortus catalina*), and seaside calandrinia (*Calandrinia maritima*).
- 1.5 WHEREAS, the Ocean Trails site has been determined to be habitat for the species listed in Paragraph 1.1 above; and

- 1.6 WHEREAS, Permittees through consultation with the FWS and CDFG, and with agreement of these agencies, has developed a series of measures, described in the Habitat Conservation Plan, incorporated herein by reference, to conserve the subject listed and unlisted species and their associated habitats during project activities; and,
- 1.7 WHEREAS, procedures to obtain permits/authorization to incidentally take listed species pursuant to Section 10(a)(1)(B) of the ESA and Section 2081 of the California Fish and Game Code require legally binding assurances that the HCP will be carried out.

THEREFORE, for and in consideration of the mutual covenants and conditions herein, the Parties hereto do hereby understand and agree as follows:

2.0 DEFINITIONS

The following terms used in this Agreement are defined as set forth below:

- 2.1 The term "Agreement" means this Implementing Agreement for the Ocean Trails coastal California Gnatcatcher/Cactus Wren/Sensitive Species Habitat Conservation Plan.
- 2.2 The term "Aphanisma" means the plant species known as Aphanisma (*Aphanisma blitoides*).
- 2.3 The term "Cactus Wren" means the species known as the Cactus Wren (*Campylorhynchus brunneicapillus cousei*), with all subspecies and eggs, at all life stages.
- 2.4 The term "Catalina mariposa lily" means the plant species known as Catalina mariposa lily (*Calochortus catalinae*).
- 2.5 The term "CDFG" means the California Department of Fish and Game, an agency of the State of California.
- 2.6 The term "CESA" means the "California Endangered Species Act (California Fish and Game Code § 2050, et seq.) and the regulations promulgated under that Act (including, without limitation, 14 California Code of Regulations §§ 40, 41, 243, 670.1 and 670.5).
- 2.7 The term "City" means the City of Rancho Palos Verdes, Los Angeles County, California.
- 2.8 The term "Conservation Easements" means the two conservation easements to be obtained by Permittees as provided in Section 11.0.
- 2.9 The term "County" means the County of Los Angeles, California.

- 2.10 The term "CSS Habitat" means coastal sage scrub habitat as defined by the Holland Classification System.
- 2.11 The term "Dudleya" means the plant species known as bright green dudleya (*Dudleya virens*).
- 2.12 The term "Effective Date" means the date following the execution of this Agreement by all parties on which the Section 10(a)(1)(B) permit is issued.
- 2.13 The term "EIR" means the Environmental Impact Report prepared according to CEQA for the Ocean Trails Project.
- 2.14 The term "Enhancement" means the weeding of invasive plant types and the planting and/or seeding of additional coastal sage scrub in areas that already have CSS habitat.
- 2.15 The term "ESA" means the federal Endangered Species Act (16 U.S.C. § 1531, et seq.) and the regulations pursuant thereto (including, without limitation, 50 C.F.R. Parts 13, 17, 402 and 424.)
- 2.16 The term "Fuel Modification Zone" means the area required by the Los Angeles County Fire Department to be all/or partially cleared of combustible vegetation that may represent a potential fire hazard to adjacent structures.
- 2.17 The term "FWS" means the United States Fish and Wildlife Service, an agency of the Department of the Interior of the United States of America.
- 2.18 The term "Gnatcatcher" means the species known as the coastal California gnatcatcher (*Polioptila californica californica*), with all eggs, at all life stages, listed as threatened by the FWS at 58 Fed.Reg. 16742.
- 2.19 The terms "Habitat Conservation Plan" and HCP means the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan prepared in accordance with Section 10(a)(1)(B) of the Federal Endangered Species Act and dated July 1996.
- 2.20 The term "HCP Permit Area" means the Ocean Trails project area and adjoining offsite conservation easements, a total area consisting of approximately 384.4 acres, whose legal descriptions are attached hereto as Exhibits A-1 through A-4, and as are depicted in Figures 1-3 of the HCP, located in the City of Rancho Palos Verdes, County of Los Angeles, California.
- 2.21 The term "Incidental Take" shall mean all activities identified in the HCP and determined pursuant to this Agreement to meet the definition of "incidental taking" at 50 CFR Section 17.3 and which are authorized pursuant to the Section 10(a) permit issued in conjunction with this Agreement and as further provided for in this Agreement.

- 2.22 The term "NCCP Act" means the Natural Communities Conservation Planning Act enacted by Chapter 765 of California statutes of 1991 (A.B. 2172) (codified in part in California Fish and Game Code § 2800, et seq.).
- 2.23 The term "NCCP Program" means the pilot program of the California Resources Agency and CDFG under the NCCP Act for the conservation of coastal sage scrub natural communities (CSS Habitat), the Gnatcatcher, Cactus Wren and other sensitive species generally known to inhabit CSS Habitat.
- 2.24 The term "Ocean locoweed" means the plant species known as Ocean locoweed (*Astragalus trichopodus var. lonchus*).
- 2.25 The term "Parties" means all the parties to this Agreement.
- 2.26 The term "Party" means a party to this Agreement.
- 2.27 The term "Permittees" shall mean Palos Verdes Land Holdings Co., Inc. and Zuckerman Building Company.
- 2.28 The term "Plan Activities" means those activities of every kind and nature described in, contemplated by or provided for in the HCP or this Agreement, including, without limitation, the development, use and operation of the Ocean Trails Project.
- 2.29 The term "Plan Species" means the two (2) bird species and six (6) plant species identified in the HCP and this Agreement.
- 2.30 The term "Restoration" means the creation of CSS habitat through weeding, planting, seeding, etc., and may also include more dramatic physical components such as grading, discing, mowing, erosion control, drainage, etc.
- 2.31 The term "Revegetation" means the creation of CSS habitat through weeding, planting, seeding, etc., but does not include more dramatic physical components such as grading, discing, mowing, erosion control, drainage, etc.
- 2.32 The term "Section 10(a) Permit" means a permit issued by the United States Fish and Wildlife Service under section 10(a)(1)(B) of ESA (16 U.S.C. § 1539(a)(1)(B)) to permit the incidental taking of "endangered" or "threatened" species.
- 2.33 The term "Seaside calandrinia" means the plant species known as Seaside calandrinia (*Calandrinia maritima*).
- 2.34 The term "Section 2081 Permit" means any permit issued by the CDFG under CESA and/or the Natural Communities Conservation Act (California Fish and Game Code § 2035, 2081 and 2835), in accordance with an agreement between Permittees and the CDFG substantially similar in form to this Agreement, to permit the take of a species listed under CESA as "endangered" or "threatened," or as a candidate for such listing or as an identified species pursuant to Fish and Game Code Section 2835.

- 2.35 The term "South coast saltscale" means the plant species known as south coast saltscale (*Atriplex pacifica*).
- 2.36 The terms "Take and Taking" have the same meaning as "take" set forth in 16 U.S.C. § 1532(19).
- 2.37 The term "Term" means that period for which this Agreement remains effective.
- 2.38 The term "Unforeseen Circumstances" shall mean any significant adverse change in the population of candidate species, or in the habitat or natural resources of the compensation lands, or in the anticipated impacts of the project or other factors upon which the HCP is based, or any significant new information relevant to the HCP (including information presented during a public comment period on the Permit application) that was unforeseen by the Parties on the date the Permit is issued.

3.0 HABITAT CONSERVATION PLAN

Pursuant to the provisions of Section 10(a)(1)(B) of the ESA, the Permittees have prepared a Habitat Conservation Plan (HCP) and submitted it to the FWS with a request that the FWS issue a permit ("Permit") to allow coastal California gnatcatchers to be incidentally taken, as that term is defined in the ESA, on the Ocean Trails Property as described and depicted in the HCP. A copy of the HCP is attached hereto as Exhibit B. The Permittees have also requested the FWS to issue a Section 10 (a)(1)(B) permit to take the cactus wren, incidental to Plan Activities, such permit to become effective concurrent with the listing of the cactus wren as a threatened or endangered species under the ESA. In addition the HCP proposes a program of conservation for the coastal California gnatcatcher and the cactus wren and their habitat through creation, acquisition and permanent maintenance of crucial replacement habitat. The HCP also proposes to protect six plant species as follows: aphanisma (*Aphanisma blitoides*), ocean locoweed (*Astragalus trichopodus var. lonchus*), south coast saltscale (*Atriplex pacifica*), Catalina mariposa lily (*Calochortus catalinae*), seaside calandrinia (*Calandrinia maritima*), and bright green dudleya (*Dudleya virens*) - all of which are conserved under the Plan as if they were listed. Protective measures for these Plan Species are detailed in the HCP.

4.0 INCORPORATION OF HCP

The HCP and each of its terms are intended to be, and by this reference are, incorporated as if fully set forth herein. The terms of this Agreement and the terms of the HCP shall be interpreted to be complementary to each other to the extent possible. In the event of any direct contradiction between the terms of this Agreement and the HCP, the terms of this Agreement shall control.

5.0 LEGAL REQUIREMENTS

In order to fulfill the requirements that will allow the FWS to issue the Permit, the HCP provides measures that are intended to assure that any take occurring within the Ocean Trails Property will be incidental; that the impacts of the take will, to the maximum extent practicable, be minimized and mitigated; that adequate funding for the HCP will be provided; and that the take will not appreciably reduce the likelihood of the survival and recovery of the Plan Species in the wild.

6.0 COOPERATIVE EFFORT

In order that each of the legal requirements as set forth in Paragraph D hereof are fulfilled, each Party to this Agreement must perform certain specific tasks. The HCP thus describes a cooperative program by Federal and State agencies and private interests to conserve the Plan Species.

7.0 TERMS USED

Terms defined and used in the HCP and the ESA shall have the same meaning when used in this Agreement, except as specifically noted.

8.0 PURPOSES

The purposes of this Agreement are:

- 8.1 To assure the implementation of the HCP;
- 8.2 To contractually bind each Party to fulfill and faithfully perform the obligations, responsibilities and tasks assumed by it pursuant to the terms of the HCP; and
- 8.3 To provide remedies should any Party fail to perform its obligations, responsibilities and tasks as set forth in this Agreement and the HCP.

9.0 TERM

- 9.1 **STATED TERM** This Agreement shall become effective on the date that the FWS issues the Permit requested in the HCP and shall remain in full force and effect for a period of ten (10) years or until termination of the Permit, whichever occurs sooner (the "Stated Term").

9.2 Notwithstanding the Stated Term, the Parties agree and recognize that once coastal California gnatcatchers or cactus wrens have been incidentally taken and their habitat modified by the Permittees within the Ocean Trails Property, the take and habitat modifications will be permanent. The Parties, therefore, agree that the protection, acquisition, revegetation and maintenance of the minimum habitat program detailed in the HCP shall be permanent and extend beyond the Stated Term of this Agreement in perpetuity upon the occurrence of any take and habitat modification by the Permittees.

10.0 FUNDING

As detailed in Section 11.0 of this Agreement, Permittees will provide the funds necessary to carry out the conservation measures within the HCP Plan Area as required by HCP. The City will maintain the Conservation Easement Areas and manage the Long-Term Management Fund as required by the HCP.

11.0 OBLIGATIONS OF THE PARTIES

In order to minimize and monitor the impacts of incidental take on the Ocean Trails Property, the Parties agree that they shall undertake the following tasks, responsibilities and obligations as described in detail in the HCP:

11.1 THE PERMITTEES

a. Minimization and Monitoring of The Impacts of Incidental Take Within the Ocean Trails property:

(1) Shall provide an education program to all workers, prior to construction, advising them of the presence of coastal California gnatcatchers, cactus wrens and Plan Species on and/or adjacent to the job site and, the protection measures being undertaken to reduce the potential for incidental take of the species. The program shall be administered by either the Program Manager or the Qualified Biologist, as defined in the HCP. All personnel shall be informed that the coastal California gnatcatchers is listed as a threatened species under the ESA which provides for criminal and civil penalties for the unlawful take of threatened or endangered species.

(2) Shall hire a Restoration Ecologist whose qualifications include familiarity with coastal California gnatcatchers and cactus wrens and who is acceptable to the FWS and CDFG. The duties of the Restoration Ecologist shall include performing all of the actions described in the HCP that involve the surveying and protection of the coastal California gnatcatcher and cactus wren, and the supervision and protection of habitat restoration and enhancement. The Permittees shall provide the FWS with resumes of prospective biologists at least 15 days prior to the start of any site disturbing activities on the Ocean Trails

Property, so that the FWS may review and approve the qualifications of the biologist to be retained by the Permittees. Included among his or her responsibilities, the Restoration Ecologist:

(A) Shall be on the site at the time of fence installation to ensure that construction activities do not result in disturbance to habitat areas designated for protection, enhancement or creation;

(B) Shall conduct pre-construction surveys within the designated habitat areas of the Ocean Trails Property following current FWS protocols immediately prior to the start of any site disturbing activities; and

(C) Shall remain on the Ocean Trails Property and monitor all site disturbing activities for the presence and protection of coastal California gnatcatcher, cactus wren and Plan Species until the completion of the pre-construction surveys and brushing of the Property is completed. Current FWS protocols for surveying and handling coastal California gnatcatchers and cactus wrens shall be observed.

(D) Shall be onsite during soil preparation, weed abatement, plant container installation and planting of vegetation and enhancement in habitat areas.

(3) Shall count all coastal California gnatcatchers and cactus wrens located on the Ocean Trails Property, including all coastal California gnatcatchers and cactus wrens located during the preconstruction surveys, against the level of take authorized in the Permit. Based on existing onsite surveys, it is estimated that up to two pair of coastal California gnatcatchers and no pairs of cactus wrens may be taken. The Permittees shall immediately notify the designated Contact Representative of the FWS if and when a single coastal California gnatcatcher or cactus wren is taken.

(4) Shall ensure that all survey information is provided to the FWS, CDFG and to Dr. Jonathan Atwood of the Manomet Observatory for their records.

(5) Shall implement the provisions of the HCP to minimize and monitor the impacts of take. Specifically, and without limiting the requirements of the HCP, the Permittees will implement the following conservation programs as outlined in the HCP:

- Grading Program - a program designed to minimize the immediate potential effects on the coastal California gnatcatcher and cactus wren as provided for under Section 4.4 of the HCP. This program includes pre-construction measures, construction measures, and a phasing element that delays grading of the western residential and golf clubhouse areas until success criteria is met.

- Cowbird Trapping Program - a program designed to intervene to prevent potential cowbird parasitism as provided for under Section 4.7 of the HCP.
- Red Fox/Feral Cat Trapping Program - as part of the Adaptive Management strategy for Ocean Trails, if deemed necessary by CDFG and/or FWS, a red fox/feral cat trapping program will be developed in conjunction with CDFG as provided for under Section 4.8 of the HCP.

(6) Shall take precautions to limit the potential that coastal California gnatcatchers and/or cactus wrens may be taken by brushing, grading, and related activities regardless of the timing of construction. These precautions shall include;

(A) Fencing or otherwise marking the designated habitat areas prior to conducting any site disturbing activities on the Ocean Trails Property in order to prevent over-clearing or inadvertent wandering of construction vehicles into the designated habitat areas.

(B) Flushing any areas to be graded immediately before grading to discourage gnatcatchers/cactus wrens from remaining on areas to be graded.

(C) Requiring that all construction vehicles, including heavy equipment and personal vehicles, use established roadways to reach the construction areas, and once the fencing and the preconstruction survey have been completed, restricting all construction vehicles to the construction areas so they do not impact designated habitat areas.

(D) Requiring all grading and brushing activities within 500 feet of active onsite nests to occur between August 15 and February 15 to avoid the nesting season of the coastal California gnatcatcher, unless specifically permitted by the USFWS.

(E) Requiring that all trash and food stuffs are placed in containers with lids to avoid attracting common ravens and other predators to the area. These containers shall be secured to prevent them from being opened by animals or wind and the contents shall be disposed of offsite regularly.

(7) Shall direct the construction supervisors to immediately notify the Restoration Ecologist, the FWS and CDFG if over-clearing or inadvertent access into designated habitat areas has occurred.

(8) Shall keep the Restoration Ecologist, the FWS and CDFG informed as to the progress of construction and advise when key construction activities shall be commenced. These activities shall be:

- (A) Initial placement of heavy equipment onsite;
- (B) Initiation of pre-grading surveys;
- (C) Initiation of brush clearance or grading;
- (D) Revegetation and/or enhancement on habitat areas.

(9) Shall appoint a Program Manager who shall be responsible for overseeing compliance with protective measures in the HCP for the coastal California gnatcatcher, cactus wren and Plan Species, communications with the FWS and coordination with the FWS and the CDFG. The duties of the Program Manager shall include the following:

(A) Immediately contacting the FWS if and when any coastal California gnatcatchers and/or cactus wrens have been taken on the Ocean Trails Property;

(B) Submitting within three working days of the occurrence of any over-clearing or inadvertent access into designated habitat areas, a written report to the FWS describing the date, time, location, circumstances and extent of the problem;

(C) Immediately contacting the Restoration Ecologist if an event as described in Paragraph 11.1 (a)(9)(B) shall have occurred;

(D) Reporting to the FWS the completion of key construction activities on and adjacent to the Ocean Trails Property; and

(E) Provide FWS and CDFG for their review and approval:
1) a list of proposed Revegetation Plants; and 2) a list of fertilizers, pesticides and herbicides and other chemicals proposed formuse on the golf course.

b. Mitigation of Impacts of Incidental Take: The Protection, Acquisition Revegetation and Maintenance and Monitoring of Replacement Habitat

(1) Implementation and monitoring for the revegetation, enhancement and protection provisions of the HCP will be the responsibility of the Permittees.

The Permittees will implement the following conservation programs as outlined in the HCP:

- Conservation Easements Acquisitions Program - the acquisition of conservation easements totalling 114.5 acres on the City "Switchback" area (94.5 acres) and the County of Los Angeles Shoreline Park area (20.0 acres). The conservation easements shall be obtained prior to the disturbance of any coastal sage scrub habitat within the HCP Permit Area and shall be acquired in the name of the California Department of Fish and Game or other appropriate agency as approved by FWS and CDFG, using the "Conservation Easement Grant" form attached hereto as Exhibit "C" or a form substantially similar thereto that has been approved by the CDFG and The FWS.
- Coastal Bluff and Open Space Preserve Program - a program designed to provide and preserve natural habitat adjacent to the sensitive bluff face. The 92.2 acres of land conserved onsite will be dedicated to the City or CDFG or other appropriate agency as approved by FWS and CDFG, and shall be maintained in perpetuity as described in the HCP. All dedications shall be completed not later than the expiration of the 5-year maintenance and monitoring program.
- Revegetation Program - a phased program designed to preserve and revegetate coastal sage scrub and related habitat, that shall be carried out in accordance with Sections 4.5 and 4.9 of the HCP.
- Non-Native Plant Removal Program - upon completion of each phase of revegetation, remaining non-native plants in habitat areas will be removed, as provided in Section 4.6 of the HCP.
- Maintenance Program - a five-year program designed to maintain the preserved and revegetated habitat areas prior to engaging the long-term management program, as provided for under Section 4.9 of the HCP.
- Monitoring Program - a five-year program designed to monitor and report on the preserved and revegetated habitat areas prior to engaging the long-term management program, as provided for under Sections 4.9 and 4.10 of the HCP.
- Long-Term Management Program - is a permanent program administrated by the City to maintain and monitor the HCP Permit Area, as provided for under Section 4.11 of the HCP, which is to be funded by revenues generated from the Ocean Trails property or from other funding sources which are created or utilized for this purpose including, without limitation, an assessment district.

(2) Funding

To ensure compliance with the HCP, and specifically Chapter 5 thereof, prior to grading Permittees shall, prior to obtaining a grading permit for development purposes, provide security in the form of a bond in the name of the CDFG and FWS and/or equivalent substitute mechanism for ensuring performance such as cash deposit or letter of credit, issued in accordance with banking industry standards. Subject to approval of CDFG and FWS, at the request of the permittees, the amount of the bond shall be proportionately reduced as the permittees' obligations under the HCP are fulfilled, provided that, the bond shall not be reduced to an amount less than that required to insure successful completion of the revegetation program, until the FWS, CDFG and City of Rancho Palos Verdes agree that the successful criteria for the revegetation program established under Section 4.8 of the HCP have been attained. The amount of the security shall be equal to the total of:

HCP completion costs		50,000
Onsite Project Area Costs		1,050,000
- Revegetation	525,000	
- Cowbird Program	50,000	
- Monitoring/Maintenance	175,000	
- Plant Replacement	200,000	
- Contingency	100,000	
Offsite Easements Project Area Costs		<u>500,000</u>
	Total	<u>\$1,600,000</u>

(A) In the event that the total cost of purchasing the offsite easements does not equal or exceed \$500,000, the amount of money to equal \$500,000 shall be provided as an endowment to a long-term fund approved by FWS, managed by the City, and specified for habitat acquisition and/or restoration within the City of Rancho Palos Verdes.

The amount of the security shall be reduced by amounts expended by Permittees prior to posting the security. After posting the security, it may be reduced by the amount expended by Permittees.

(3) Shall implement the terms and conditions of any Fish & Game Code section 2081 permit issued by the CDFG for the Ocean Trails property, which duties are consistent with the requirements of the HCP.

(4) Shall, prior to undertaking any activities that are inconsistent with or materially differ from the terms and conditions of the approved HCP, consult with and obtain the approval of the FWS. It is understood by the parties that any activity which, in the judgement of the FWS, materially alters the provisions of the IICI and/or Section 10(a) permit shall require an amendment of the Plan and/or Section 10(a) permit.

(5) Shall cooperate and maintain open communication with the FWS and CDFG to carry out the terms and conditions of the HCP.

11.2 THE FWS

- a. Shall review and approve the education program prior to its use, but in no event no later than 60 days after its submission.
- b. Shall review and approve the credentials of any biologist(s) under consideration by the Permittees to determine if he or she is qualified to perform the duties of the Restoration Ecologist. Approval or disapproval of the proposed Restoration Ecologist shall be communicated to the Program Manager within 15 days.
- c. Shall designate a FWS Contact Representative to whom notice and information required or allowed under this Agreement may be given. The FWS may designate one or more Contact Representatives, and may designate new or different Contact Representatives from time to time upon written notice to the other Parties.
- d. Shall maintain open communication with the Permittees, CDFG, Restoration Ecologist, and other project representatives to assist with compliance procedures.
- e. Shall provide guidance as may be needed by the Permittees and/or Qualified Biologist relating to implementation of measures detailed in the HCP.
- f. Shall cooperate with and provide technical assistance to the Permittees in carrying out the terms and conditions of the HCP and the Permit.
- g. Shall, within 30 days of receipt thereof, review and approve and/or disapprove with comments: 1) a list of proposed Revegetation Plants and 2) a list of fertilizers, pesticides and herbicides and other chemicals proposed for use on the golf course.
- h. Upon issuance of the Permit, shall monitor implementation of the Permit, the HCP, this Agreement and the activities required or permitted thereunder, including, but not limited to, the selection, modification, acquisition, management, operation, and/or maintenance of offsite Conservation Easements and on-site open space areas.

11.3 THE CDFG

- a. Shall review and approve the education program prior to its use, but in no event no later than 60 days after its submission.

- b. Shall review and approve the credentials of any biologist(s) under consideration by the Permittees to determine if he or she is qualified to perform the duties of the Restoration Ecologist. Approval or disapproval of the proposed Restoration Ecologist shall be communicated to the Program Manager within 15 days.
- c. Shall designate a CDFG Contact Representative to whom notice and information required or allowed under this Agreement may be given. The CDFG may designate one or more Contact Representatives, and may designate new or different Contact Representatives from time to time upon written notice to the other Parties.
- d. Shall maintain open communication with the Permittees, FWS, Restoration Ecologist, and other project representatives to assist with compliance procedures.
- e. Shall provide guidance as may be needed by the Permittees and/or Qualified Biologist relating to implementation of measures detailed in the HCP.
- f. Shall cooperate with and provide technical assistance to the Permittees in carrying out the terms and conditions of the HCP and the Permit.
- g. Shall within 30 days of receipt thereof, review and approve and/or disapprove with comments: 1) a list of proposed Revegetation Plants and 2) a list of fertilizers, pesticides and herbicides and other chemicals proposed for use on the golf course.
- h. Upon issuance of the Permit, shall monitor implementation of the Permit, the HCP, this Agreement and the activities required or permitted thereunder, including, but not limited to, the selection, modification, acquisition, management, operation, and/or maintenance of offsite Conservation Easements and on-site open space areas.

11.4 THE CITY

- a. Shall cooperate in obtaining the Switchback and Shoreline Park conservation easements by: 1) assisting Permittees in obtaining the County of Los Angeles' dedication of the Shoreline Park easement, and 2) dedicating the Switchback easement, once the City receives consideration for said easement from Permittees.
- b. Shall, in perpetuity, perform the long-term management, monitoring and maintenance of the HCP Permit Area in compliance with the provisions of the HCP with revenues generated from the Ocean Trails property or from other funding sources which are created or utilized for this purpose including, without limitation, an assessment district.
- c. Shall manage and maintain the long-term maintenance fund for the purposes required by the HCP.

12.0 ENVIRONMENTAL REVIEW

Construction and operation of the proposed Ocean Trail Project is a "project" as defined under the California Environmental Quality Act, Cal. Public Resources Code section 21000 *et. seq.* The City of Rancho Palos Verdes as the lead agency has prepared and certified as legally adequate a final environmental impact report prior to approving the project. The California Coastal Commission has approved the Ocean Trails project and Final EIR No. 36. Final issuance of the Coastal Development Permit requires FWS and CDFG approval of the HCP.

Issuance of a Section 10(a) permit to Permittees by the FWS is an action subject to NEPA review. The FWS is the lead agency under NEPA and has prepared and Environmental Assessment addressing the Section 10(a) permit and the HCP.

13.0 ISSUANCE OF THE PERMIT

13.1 FINDINGS

Upon finding after opportunity for public comment with respect to the Permit application and the HCP that:

a. Incidental Take

Any permitted taking of the coastal California gnatcatcher and/or cactus wren will be incidental to the carrying out of otherwise lawful activities; and

b. Minimize and Mitigate

The HCP and this Implementing Agreement will, to the maximum extent practicable, minimize and mitigate the impacts of such incident taking; and,

c. Adequate Funding

The funding sources identified and provided for herein will ensure that adequate funding for the HCP will be provided; and,

d. No Likely Jeopardy

Any permitted taking of the coastal California gnatcatcher and/or cactus wren will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; and,

e. Other Measures

Any other measures set forth in the HCP and required by the FWS as being necessary or appropriate for the purposes of the HCP (including any measures determined by the Parties to be necessary to deal with unforeseen circumstances) will be fulfilled;

the FWS shall issue a Permit to the Permittees. Such Permit shall be issued concurrently with the effectiveness of this Agreement, and it is specifically agreed that this Agreement shall not otherwise become effective nor binding upon the Parties hereto until and unless the Permit has been issued.

13.2 ISSUANCE AND MONITORING

After issuance of the Permit, the FWS shall monitor the implementation thereof, including each of the terms of this Agreement and the HCP, including, but not limited to the management, maintenance and monitoring of the coastal California gnatcatcher and cactus wren replacement habitat as well as Plan Species areas in order to assure compliance with the Permit, the HCP and this Agreement. In addition, the FWS shall, to the maximum extent possible, ensure the availability of its staff to cooperate with and provide technical and research assistance to the Parties.

14.0 REMEDIES AND ENFORCEMENT

14.1 REMEDIES IN GENERAL

Except as set forth hereinafter, each Party hereto shall have all of the remedies available in equity (including specific performance and injunctive relief) and at law to enforce the terms of this Agreement and the Permit and to seek remedies and compensation for any breach hereof, consistent with and subject to the following:

a. No Monetary Damages

None of the Parties shall be liable in damages to the other Parties or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement. Notwithstanding the foregoing:

(1) **Retain Liability**: Each Party shall retain whatever liability it would possess for its present and future acts or failure to act without existence of this Agreement.

(2) **Land Owner Liability**: The Permittees shall retain whatever liability each possesses as an owner of interests in land, except as expressly modified or relieved by this Agreement or the Permit.

b. Injunctive and Temporary Relief

The Parties acknowledge the loss of a Plan Species would result in irreparable damage to the environment and that therefore injunctive and temporary relief may be appropriate in certain instances involving a breach of this Agreement.

14.2 THE PERMIT

a. Permit Suspension, Revocation, or Termination

(1) **Suspension:** In the event of any significant violation or breach of the Permit or this Agreement, the FWS may suspend the Permit; however, except where the FWS determines that emergency action is necessary to protect the coastal California gnatcatcher and cactus wren, it will not suspend the Permit without first:

(A) Requesting the Permittees to take appropriate remedial, enforcement or management actions; and

(B) Providing the Permittees notice in writing of the facts or conduct which may warrant the suspension and an opportunity for the Permittees to demonstrate or achieve compliance with the ESA, regulations issued thereunder, the Permit and this Agreement.

(2) **Consultation and Reinstatement:** In the event the Permit is suspended, as soon as possible, but no later than ten (10) working days after any suspension, the FWS shall consult with the Permittees concerning actions to be taken to effectively redress the violation or breach that necessitated the suspension. At the conclusion of any such consultation, the FWS shall make a determination of the actions necessary to effectively redress the violation or breach. In making this determination the FWS shall consider the requirements of the ESA, regulations issued thereunder, the conservation needs of the coastal California gnatcatcher and cactus wren, the terms of the Permit and this Agreement and any comments and recommendations received during the consultations. As soon as possible, but not later than thirty (30) days after the conclusion of the consultations, the FWS shall transmit to the Permittees written notice of the actions necessary to effectively redress the violation or breach. Upon full performance of the necessary actions specified by the FWS in its written notice, the FWS shall immediately reinstate the Permit. It is the intent of the Parties hereto that in the event of any suspension of the Permit all Parties shall act expeditiously to cooperate to terminate any suspension to carry out the objectives of this Agreement.

(3) **Revocation or Termination:**

(A) The FWS agrees that it will revoke or terminate the Permit for violation of the Permit or breach of this Agreement only if the FWS determines that:

(i) Such violation cannot be effectively redressed by other remedies or enforcement action; and,

(ii) Revocation or termination is required to fulfill a responsibility of the FWS under the ESA or regulations issued thereunder.

(B) The FWS agrees that it will not revoke or terminate the Permit without first:

(i) Requesting the Permittees to take appropriate remedial action; and

(ii) Providing the Permittees notice in writing of the facts or conduct which may warrant the relocation or termination and a reasonable opportunity (but not less than sixty (60) days) to demonstrate or achieve compliance with the ESA, regulations issued thereunder, the Permit and this Agreement.

14.3 LIMITATIONS AND EXTENT OF ENFORCEABILITY

a. No Further Mitigation for Ocean Trails Property

It is acknowledged that the purpose of this Agreement is to set forth the obligations and rights of the Parties hereto with respect to the HCP and to provide for the conservation of the coastal California gnatcatcher, cactus wren and the six sensitive plant species and the mitigation and compensatory measures required in connection with incidental taking of the coastal California gnatcatcher, cactus wren and the six sensitive plant species in the course of otherwise lawful activities within the Ocean Trails Property. Accordingly, except as otherwise required by law and/or provided under the terms of the HCP, including unforeseen circumstances and consistent with the United States Department of Interior "No Surprises" Policy, no additional land and/or monies will be required by the FWS.

b. Private Property Rights and Legal Authorities Unaffected

Except as otherwise specifically provided in this Agreement, nothing herein contained shall be deemed to abrogate or restrict the rights of the Permittees to manage, make use of, and exercise all of the incidents of land ownership over those lands and interests in lands constituting the Ocean Trails Property subject to such other limitations as may apply to such rights under the Constitution and laws

of the United States and the State of California. Furthermore, nothing herein contained is intended to limit the authority or responsibility of the United States government to invoke the penalties or otherwise fulfill its responsibilities under the ESA or the authority or responsibility of the State of California to enforce the laws of the State.

15.0 AMENDMENTS

15.1 AMENDMENTS TO THE IMPLEMENTING AGREEMENT

Except as otherwise set forth herein, this Agreement may be amended only with the written consent of each of the Parties hereto.

15.2 AMENDMENTS TO THE HCP

Material changes to the HCP proposed by the Permittees after the effective date of the Permit, shall be processed by the FWS as an amendment to the Permit in accordance with the ESA and permit regulations at 50 C.F.R. Parts 13 and 17 and shall be subject to appropriate environmental review.

16.0 MISCELLANEOUS PROVISIONS

16.1 NO PARTNERSHIP

Except as otherwise expressly set forth herein and in particular paragraph I.E., neither this Agreement nor the HCP shall make or be deemed to make any Party to this Agreement the agent for or the partner of any other Party.

16.2 SUCCESSORS AND ASSIGNS

This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16.3 NOTICE

Any notice permitted or required by this Agreement shall be delivered personally to the person set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address as any Party may from time to time specify to the other Party in writing:

Assistant Regional Director
United States Fish and Wildlife Service
Region 1, Eastside Federal Complex
911 Northeast Eleventh Avenue
Portland, Oregon 97232-4181

Director
California of Fish and Game
1416 Ninth Street, Room 1236-8
Sacramento, California 95814

Palos Verdes Land Holdings Company
25200 La Paz, Suite 210
Laguna Hills, California 92653
Attn: Chris A. Downey

Zuckerman Building Company
707 Silver Spur Road, Suite 201
Rolling Hills Estates, CA 90274

City Manager
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275-5391

16.4 ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing among the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representations, inducement, promise or agreement, oral or otherwise, has been made by the other Party of anyone acting on behalf of the other Party is not embodied herein.

16.5 ATTORNEY'S FEES

If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorney's fees and costs provided that attorney's fees and costs recoverable against the United States shall be governed by applicable Federal law.

16.6 ELECTED OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

16.7 AVAILABILITY OF FUNDS

Implementation of this Agreement by the FWS and CDFG shall be subject the availability of appropriated funds.

16.8 DUPLICATE ORIGINALS

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the Parties hereto.

16.9 THIRD PARTY BENEFICIARIES

Without limiting the applicability of the rights granted to the public pursuant to the provisions of 16 U.S.C. § 1540(g), this Agreement, the public or any member thereof shall not be deemed a third Party beneficiary hereof. No rights are created in any person except as expressly created hereby. This Agreement shall not authorize anyone not a Party to this Agreement to file or maintain a suit for personal injuries or property damages pursuant to the provisions of this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third Parties shall remain as imposed by general law.

17.0 ALTERATION OF DOCUMENTS

Any alteration of an HCP or associated document by any representative of the applicant or the Federal Government, at any time after agreement has been reached between the responsible FWS Field Office and the applicant with respect to HCP measures, conditions, or other contents, or at any time after the Field Office certifies to the responsible Regional Office that the HCP is acceptable to the Field Office, without express written notification to or agreement by all other parties to the HCP and the Implementing Agreement, shall subject any incidental take permit issued in accordance with any HCP or associated document subsequently found to have been altered to potential suspension or revocation pursuant to section 14.0 of the Implementing Agreement, and shall entitle the injured party or parties to all remedies allowed by law or as otherwise appropriate.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement.

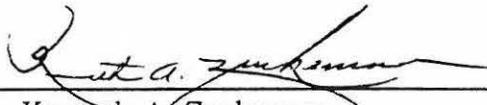
PERMITTEES:

PALOS VERDES LAND HOLDINGS COMPANY, INC.

By: 
Chris A. Downey
Its Chief Financial Officer

Date: 10-8-96

ZUCKERMAN BUILDING COMPANY

By: 
Kenneth A. Zuckerman
Its President

Date: 10-8-96

FWS:

UNITED STATES FISH AND WILDLIFE SERVICE

By: 
~~for~~ Michael J. Spear **Thomas J. Dwyer**
Its Regional Director

Date: 2/4/97

CDFG:

CALIFORNIA DEPARTMENT OF FISH AND GAME

By: 
Its Regional Manager

Date: 1-24-97

CITY:

CITY OF RANCHO PALOS VERDES

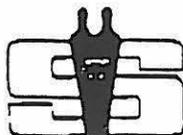
By: 
Its _____

Date: 10-8-96

Approved as to
legal form and sufficiency

CRAIG MANSON, General Court

Exhibit A - 1 Preliminary Report
Zuckerman Property



STEWART TITLE
PRELIMINARY REPORT

OUR NO. 33584737

YOUR NO. 50666

DATED AS OF OCTOBER 31, 1994 AT 7:30 A.M.

ZUCKERMAN BUILDING #359
2041 ROSECRANS AVE.
EL SEGUNDO, CA.
ATTN: BARBARA MCKENNA

AMENDED

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HERINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

LYDIA BOMBAES
TITLE OFFICER

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

- 1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY ()
- 2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
- 3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
- 4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

ALSTON LAND CO., A CORPORATION, WHOSE CERTIFICATE OF ELECTION TO DISSOLVE WAS FILED IN THE OFFICE OF THE SECRETARY OF STATE ON FEBRUARY 9, 1981, AS TO AN UNDIVIDED 3.215 PER CENT;

ALTC LAND CO., A CORPORATION, AS TO AN UNDIVIDED 3.215 PER CENT INTEREST;

CANNON LAND CO., A CORPORATION, WHOSE CERTIFICATE OF ELECTION TO DISSOLVE WAS FILED IN THE OFFICE OF THE SECRETARY OF STATE ON MARCH 17, 1988, AS TO AN UNDIVIDED 3.215 PER CENT;

KENNETH A. ZUCKERMAN, SUCCESSOR TRUSTEE FOR STEPHEN DOUGLAS ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952, TRUST NO. 15, AS TO AN UNDIVIDED 6.844 PER CENT INTEREST;

STEPHEN D. ZUCKERMAN, SUCCESSOR TRUSTEE FOR KENNETH ALLAN ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952 TRUST NO. 16, AS TO AN UNDIVIDED 6.844 PER CENT INTEREST;

STEPHEN D. ZUCKERMAN, SUCCESSOR TRUSTEE FOR BRUCE EDWARD ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952

TRUST NO. 17, AS TO AN UNDIVIDED 6.843 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 301, AS TO AN UNDIVIDED 4.282 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 304, AS TO AN UNDIVIDED 11.446 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 305, AS TO AN UNDIVIDED 7.035 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 306, AS TO AN UNDIVIDED 3.649 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 307, AS TO AN UNDIVIDED 2.830 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 308, AS TO AN UNDIVIDED 3.315 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K. ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 310 AS TO AN UNDIVIDED 5.315 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR KENNETH ALLAN ZUCKERMAN UNDER A DECLARATION OF TRUST DATED DECEMBER 15, 1944, TRUST NO. 3, AS TO AN UNDIVIDED 3.063 PER CENT INTEREST;

KENNETH A. ZUCKERMAN, SUCCESSOR TRUSTEE FOR STEPHEN DOUGLAS ZUCKERMAN, UNDER A DECLARATION OF TRUST DATED DECEMBER 15, 1944, TRUST NO. 4, AS TO AN UNDIVIDED 3.063 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR BRUCE EDWARD ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 8, 1948 TRUST NO. 11, AS TO AN UNDIVIDED 3.063 PER CENT INTEREST;

ROBERT EDWARD ZUCKERMAN, A MARRIED MAN, BY DEED WHICH RECITES AS HIS SEPARATE PROPERTY BUT WHICH IS NOT SUFFICIENT FOR TITLE

INSURANCE PURPOSES TO ESTABLISH THE SEPARATE PROPERTY OF THE GRANTEE, AS TO AN UNDIVIDED 13.965 PER CENT INTEREST;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR ROBERT EDWARD ZUCKERMAN, UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953, TRUST NO. 302, AS TO AN UNDIVIDED 8.798 PER CENT INTEREST ALL AS TO PARCELS 1, 2 AND 3;

ALSTON LAND CO., A CORPORATION, WHOSE CERTIFICATE OF ELECTION TO DISSOLVE WAS FILED IN THE OFFICE OF THE SECRETARY OF STATE ON FEBRUARY 9, 1981;

ALTO LAND CO., A CALIFORNIA CORPORATION

CANNON LAND CO., A CORPORATION, WHOSE CERTIFICATE OF ELECTION TO DISSOLVE WAS FILED IN THE OFFICE OF THE SECRETARY OF STATE ON MARCH 17, 1988;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR KENNETH ALLAN ZUCKERMAN UNDER A DECLARATION OF TRUST DATED DECEMBER 15, 1944 TRUST NO. 3;

KENNETH ALLAN ZUCKERMAN, SUCCESSOR TRUSTEE FOR STEPHEN DOUGLAS ZUCKERMAN UNDER A DECLARATION OF TRUST DATED DECEMBER 15, 1944 AS TRUST NO. 4;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR ANNA ELAINE ZUCKERMAN UNDER A DECLARATION OF TRUST DATED OCTOBER 15, 1964, TRUST NO. 10;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR BRUCE ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 8, 1948 TRUST NO. 11;

KENNETH A. ZUCKERMAN, SUCCESSOR TRUSTEE FOR STEPHEN DOUGLAS ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952 TRUST NO. 15;

STEPHEN D. ZUCKERMAN, SUCCESSOR TRUSTEE FOR KENNETH ALLAN ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952 TRUST NO. 16;

STEPHEN D. ZUCKERMAN, SUCCESSOR TRUSTEE FOR BRUCE EDWARD ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 30, 1952 TRUST NO. 17;

STEPHEN D. ZUCKERMAN, SUCCESSOR TRUSTEE FOR ANNA ELAINE ZUCKERMAN UNDER A DECLARATION OF TRUST DATED OCTOBER 15, 1964 TRUST NO. 19;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.

ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 301;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR ROBERT EDWARD
ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953
TRUST NO. 302;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 303;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 304;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 305;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 306;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 307;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 308;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR ROBERT EDWARD
ZUCKERMAN UNDER A DECLARATION OF TRUST DATED SEPTEMBER 11, 1953
TRUST N. 309;

STEPHEN DOUGLAS ZUCKERMAN, SUCCESSOR TRUSTEE FOR EDWARD K.
ZUCKERMAN AND OLA ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
SEPTEMBER 11, 1953 TRUST NO. 310;

S. D. ZUCKERMAN AND KENNETH A. ZUCKERMAN, SUCCESSOR CO-TRUSTEES
FOR ANNA ELAINE ZUCKERMAN UNDER A DECLARATION OF TRUST DATED
NOVEMBER 3, 1958, TRUST NO. 503;

ROBERT EDWARD ZUCKERMAN, A MARRIED MAN, BY DEED WHICH RECITES AS
HIS SEPARATE PROPERTY BUT WHICH IS NOT SUFFICIENT FOR TITLE
INSURANCE PURPOSES TO ESTABLISH THE SEPARATE PROPERTY OF THE
GRANTEE, AS HIS RESPECTIVE INTEREST MAY APPEAR OF RECORD, ALL AS
TO PARCEL 4.

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF RANCHO PALOS VERDES, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN THE ACTION "BIXBY ET AL., VS. BENT EL AL.," CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 92, AS SHOWN ON L.A.C.A. MAP NO. 51, RECORDED IN BOOK 1 PAGE 1 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 9 DEGREES 03 MINUTES 10 SECONDS WEST 25.00 FEET TO THE CENTER LINE OF PALOS VERDES DRIVE SOUTH AS SHOWN ON SAID MAP; THENCE SOUTH 80 DEGREES 56 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE 953.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE 150.00 FEET TO A POINT, THE RADIAL LINE TO SAID POINT BEARING NORTH 26 DEGREES 14 MINUTES 29 SECONDS EAST; THENCE SOUTH 28 DEGREES 27 MINUTES 25 SECONDS WEST 637.88 FEET; THENCE SOUTH 56 DEGREES 48 MINUTES 36 SECONDS WEST 494.64 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING HEREBY DESCRIBED; THENCE NORTH 38 DEGREES 28 MINUTES 00 SECONDS WEST 1054.66 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 21 SECONDS WEST 408.04 FEET; THENCE SOUTH 14 DEGREES 55 MINUTES 53 SECONDS WEST 155.24 FEET; THENCE SOUTH 62 DEGREES 14 MINUTES 52 SECONDS WEST TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE FOLLOWING SAID ORDINARY HIGH TIDE LINE IN A GENERAL SOUTHEASTERLY DIRECTION TO THE INTERSECTION WITH A LINE DESCRIBED AS: BEGINNING AT THE SAID TRUE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES 48 MINUTES 36 SECONDS WEST 300.00 FEET TO POINT "A" HEREINAFTER REFERRED TO; THENCE SOUTH 45 DEGREES 20 MINUTES 20 SECONDS WEST, TO THE SAID ORDINARY HIGH TIDE LINE; THENCE CONTINUING ALONG THE BOUNDARY LINES OF THE PARCEL BEING HEREBY DESCRIBED, NORTH 45 DEGREES 20 MINUTES 20 SECONDS EAST TO SAID POINT "A"; THENCE NORTH 56 DEGREES 48 MINUTES 36 SECONDS EAST 300.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS A PORTION OF PARCEL 102, AS SHOWN ON SAID L.A.C.A. MAP NO. 51.

PARCEL 2:

THAT PORTION OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE

CITY OF RANCHO PALOS VERDES, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN THE ACTION "BIXBY ET AL., VS. BENT ET AL.," CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, IN AND FOR COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 92, AS SHOWN ON L.A.C.A. MAP NO. 51, RECORDED IN BOOK 1 PAGE 1 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 9 DEGREES 03 MINUTES 10 SECONDS WEST 25.00 FEET TO THE CENTER LINE OF PALOS VERDES DRIVE, SOUTH AS SHOWN ON SAID MAP; THENCE SOUTH 80 DEGREES 56 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE 684.82 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL BEING HEREBY DESCRIBED; THENCE SOUTH 80 DEGREES 56 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE 268.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE 150.00 FEET TO A POINT, THE RADIAL LINE TO SAID POINT BEARS NORTH 26 DEGREES 14 MINUTES 29 SECONDS EAST, SAID POINT BEING DESIGNATED AS POINT "B" FOR THE PURPOSE OF THIS DESCRIPTION; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 381.55 FEET; THENCE SOUTH 20 DEGREES 02 MINUTES 10 SECONDS EAST 113.33 FEET; THENCE SOUTH 43 DEGREES 16 MINUTES 43 SECONDS WEST TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERAL NORTHWESTERLY DIRECTION ALONG SAID HIGH TIDE LINE TO THE INTERSECTION WITH A LINE DESCRIBED AS BEGINNING AT THE ABOVE DESCRIBED POINT "B"; THENCE SOUTH 28 DEGREES 27 MINUTES 25 SECONDS WEST 637.88 FEET; THENCE SOUTH 56 DEGREES 48 MINUTES 36 SECONDS WEST 794.64 FEET TO POINT "A" HEREINAFTER REFERRED TO; THENCE SOUTH 45 DEGREES 20 MINUTES 20 SECONDS WEST TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE CONTINUING ALONG THE BOUNDARY LINES OF THE PARCEL BEING HEREBY DESCRIBED, NORTH 45 DEGREES 20 MINUTES 20 SECONDS EAST TO THE HEREINBEFORE DESCRIBED POINT "A"; THENCE NORTH 56 DEGREES 48 MINUTES 36 SECONDS EAST 300.00 FEET THENCE NORTH 38 DEGREES 28 MINUTES 00 SECONDS WEST 351.49 FEET; THENCE NORTH 56 DEGREES 48 MINUTES 36 SECONDS EAST 438.55 FEET; THENCE NORTH 28 DEGREES 27 MINUTES 25 SECONDS EAST 290.84 FEET; THENCE NORTH 9 DEGREES 03 MINUTES 10 SECONDS EAST 150.00 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION WITHIN THE BOUNDARY LINES OF PALOS VERDES DRIVE SOUTH, AS SHOWN ON MAP CSB-1082-3 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, AND AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON DECEMBER 23, 1952 AS INSTRUMENT NO. 3469 IN BOOK 40587 PAGE 284 OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO PALOS VERDES PROPERTIES, RECORDED MARCH 3, 1972 AS INSTRUMENT NO. 1865 OFFICIAL RECORDS

OF SAID COUNTY.

SAID LAND IS A PORTION OF PARCELS 101 AND 102 AS SHOWN ON SAID L.A.C.A. MAP NO. 51.

PARCEL 3:

THAT PORTION OF LOT "II" OF THE RANCHO LOS PALOS VERDES, IN THE CITY OF RANCHO PALOS VERDES, ALLOTTED TO JOTHAM BIXBY BY DECREE OF PARTITION IN THE ACTION "BIXBY ET AL., VS. BENT ET AL.", CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, IN AND FOR COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 92, AS SHOWN ON L.A.C.A. MAP NO. 51, RECORDED IN BOOK 1 PAGE 1 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 9 DEGREES 03 MINUTES 10 SECONDS WEST 25.00 FEET TO THE CENTER LINE OF PALOS VERDES DRIVE, SOUTH AS SHOWN ON SAID MAP; THENCE SOUTH 80 DEGREES 56 MINUTES 50 SECONDS EAST ALONG SAID CENTER LINE 953.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE 531.55 FEET; THENCE SOUTH 20 DEGREES 02 MINUTES 10 SECONDS EAST 113.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1200 FEET, THE BEGINNING OF SAID LAST MENTIONED CURVE BEING THE TRUE POINT OF BEGINNING OF THE PARCEL BEING HEREBY DESCRIBED; THENCE SOUTHEASTERLY ALONG SAID CURVE 1051.88 FEET THENCE SOUTH 70 DEGREES 15 MINUTES 35 SECONDS EAST 461.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 1175.00 FEET; THENCE NON-TANGENT TO SAID CURVE SOUTH 48 DEGREES 21 MINUTES 42 SECONDS WEST 719.45 FEET; THENCE SOUTH 80.00 FEET; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE IN A GENERAL WESTERLY AND NORTHWESTERLY DIRECTION ALONG SAID HIGH TIDE LINE TO THE INTERSECTION WITH A LINE BEARING SOUTH 43 DEGREES 16 MINUTES 43 SECONDS WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 16 MINUTES 43 SECONDS EAST TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND AS DESCRIBED IN PARCEL A IN THE FINAL ORDER OF CONDEMNATION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 884831, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 4, 1968 AS INSTRUMENT NO. 2021 OFFICIAL RECORDS OF SAID COUNTY, SAID PARCEL A WAS AMENDED BY A ORDER NUNC PRO TUNC ENTERED IN SAID LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 884831 A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 27, 1968 AS INSTRUMENT NO. 3084 OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO PALOS VERDES PROPERTIES, RECORDED MARCH 3, 1972 AS INSTRUMENT NO. 1865 OFFICIAL RECORDS OF SAID COUNTY.

SAID LAND IS A PORTION OF PARCELS 100, 101 AND 102 AS SHOWN ON SAID L.A.C.A. MAP NO. 51.

PARCEL 4:

A STRIP OF LAND 12.00 FEET WIDE, MEASURED AT RIGHT ANGLES, IN LOT 102 OF L.A.C.A. MAP NO. 51, IN THE CITY OF RANCHO PALOS VERDES, AS PER MAP RECORDED IN BOOK 1 PAGE 1 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXTENDING FROM THE SOUTHWESTERLY LINE OF PALOS VERDES DRIVE SOUTH, AS SHOWN ON SAID MAP, IN A SOUTHERLY DIRECTION TO THE NORTHEASTERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED RECORDED AS DOCUMENT NO. 1801 ON SEPTEMBER 4, 1956, IN BOOK 52202 PAGE 21 OFFICIAL RECORDS OF SAID COUNTY, BOUNDED ON THE WEST BY THE EASTERLY BOUNDARY OF TRACT NO. 16540, AS PER MAP RECORDED IN BOOK 525 PAGES 76 AND 77 OF MAPS, RECORDS OF SAID COUNTY AND BOUNDED ON THE EAST BY A LINE THAT IS PARALLEL WITH SAID EASTERLY BOUNDARY AND 12.00 FEET, MEASURED AT RIGHT ANGLES, EASTERLY THEREFROM.

PARCEL 5:

THAT PORTION OF LOT 102 OF L.A.C.A. MAP NO. 51, IN THE CITY OF RANCHO PALOS VERDES, AS PER MAP RECORDED IN BOOK 1, PAGE 1 OF ASSESSOR'S MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND 12.00 FEET, MEASURED AT RIGHT ANGLES, EASTERLY OF THE EASTERLY BOUNDARY OF TRACT NO. 16540, AS PER MAP RECORDED IN BOOK 525, PAGES 75 AND 77 OF MAPS, RECORDS OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF PALOS VERDES DRIVE SOUTH, 132 FEET WIDE, AS SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE, SOUTH 15 DEGREES 32' 46" WEST 122.01 FEET AND SOUTH 15 DEGREES 20' 00" WEST 105.52 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED RECORDED AS DOCUMENT NO. 1801 ON SEPTEMBER 4, 1956 IN BOOK 52702, PAGE 21 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 38 DEGREES 28' 00" EAST ALONG SAID NORTHEASTERLY BOUNDARY, A DISTANCE OF 688.30 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN A DEED RECORDED AS DOCUMENT NO. 1826 ON JULY 18, 1956, IN BOOK 51769 PAGE 241 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL 2, NORTH 56 DEGREES 48' 36" EAST 438.55 FEET, NORTH 28 DEGREES 27' 25" EAST 290.84 FEET AND NORTH 9 DEGREES 03' 10" EAST 100.00 TO THE SOUTHWESTERLY LINE OF THE PALOS VERDES DRIVE SOUTH, 100 FEET WIDE, AS DESCRIBED IN A DEED TO SAID COUNTY OF LOS ANGELES,

RECORDED AS DOCUMENT NO. 3469 ON DECEMBER 23, 1952 IN BOOK 40587
PAGE 284 OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG
SAID SOUTHWESTERLY LINE NORTH 80 DEGREES 56' 50" WEST 684.82
FEET AND NORTH 9 DEGREES 03' 10" EAST 10.00 FEET TO THE
SOUTHWESTERLY LINE OF PALOS VERDES DRIVE SOUTH, 132 FEET WIDE AS
SHOWN ON MAP OF SAID TRACT NO. 16540; THENCE NORTHWESTERLY
ALONG SAID LAST MENTIONED LINE, BEING A CURVE CONCAVE
NORTHEASTERLY AND HAVING A RADIUS OF 2040 FEET, AN ARC DISTANCE
OF 219.19 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1994-1995

1ST INSTALLMENT: \$5,502.41 OPEN
 2ND INSTALLMENT: \$5,502.40 OPEN
 TOTAL : \$11,004.81
 EXEMPTION : NONE
 CODE AREA : 7091
 ASSESSMENT NO. : 7564-21-6

SAID MATTER AFFECTS: PARCEL 1

1A. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1994-1995

1ST INSTALLMENT: \$8,550.57 OPEN
 2ND INSTALLMENT: \$8,550.57 OPEN
 TOTAL : \$17,101.14
 EXEMPTION : NONE
 CODE AREA : 7091
 ASSESSMENT NO. : 7564-21-4

SAID MATTER AFFECTS: PARCEL 2

1B. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1994-1995

1ST INSTALLMENT: \$22,253.50 OPEN
 2ND INSTALLMENT: \$22,253.50 OPEN
 TOTAL : \$44,507.00
 EXEMPTION : NONE
 CODE AREA : 7091
 ASSESSMENT NO. : 7564-21-3

SAID MATTER AFFECTS: PARCEL 3

1C. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1994-1995

1ST INSTALLMENT: \$16,715.63 OPEN
 2ND INSTALLMENT: \$16,715.62 OPEN
 TOTAL : \$33,431.25
 EXEMPTION : NONE
 CODE AREA : 7091
 ASSESSMENT NO. : 7564-21-5

SAID MATTER AFFECTS: PARCELS 5 AND 4

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

ASSESSMENTS, IF ANY, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

3. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

4. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SOME PORTION OF SAID LAND IS TIDE OR SUBMERGED LANDS, OR HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTIONS SO CREATED.

AFFECTS: PARCELS 1, 2 AND 3.

5. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO : PALOS VERDES PROPERTIES, A PARTNERSHIP
 PURPOSE : ROAD PURPOSES, PUBLIC UTILITIES, SEWER LINES, POLE
 : LINES, CONDUITS, WITH THE RIGHT TO CONVEY THE
 : SAME TO OTHERS, AND THE RIGHT TO DEDICATE THE SAME
 : TO PUBLIC USE BY CONVEYANCE OR OTHERWISE
 RECORDED : JULY 18, 1956
 INSTRUMENT/FILE NO : 1826 IN BOOK 51769 PAGE 241, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

6. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO : PALOS VERDES PROPERTIES, A PARTNERSHIP
 PURPOSE : SEWERS
 RECORDED : JULY 18, 1956
 INSTRUMENT/FILE NO : 1826, IN BOOK 51769 PAGE 241, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

7. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL
THERE TO AS SET FORTH IN A DOCUMENT

GRANTED TO : PALOS VERDES PROPERTIES, A PARTNERSHIP
PURPOSE : SEWERS AND SEWER LINES
RECORDED : SEPTEMBER 4, 1956
INSTRUMENT/FILE NO : 1801 IN BOOK 52202 PAGE 21, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

8. THE EFFECT OF : A LETTER REGARDING SLOPE RELEASE - PASEO
: DEL MAR
DATED : MARCH 15, 1972
EXECUTED BY : ALSTON LAND CO., A CORPORATION ET AL
IN FAVOR OF : COUNTY OF LOS ANGELES
RECORDED : MARCH 21, 1972 AS INSTRUMENT NO. 3615
: OF OFFICIAL RECORDS

AFFECTS: PARCELS 1, 2 AND 3

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL
THERE TO AS SET FORTH IN A DOCUMENT

GRANTED TO : CITY OF RANCHO PALOS VERDES
PURPOSE : PUBLIC ROAD AND HIGHWAY
RECORDED : OCTOBER 10, 1975
INSTRUMENT/FILE NO : 5050, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERE TO AS SET FORTH IN A DOCUMENT

GRANTED TO : CITY OF RANCHO PALOS VERDES
PURPOSE : DRAINS AND APPURTENANT STRUCTURES
RECORDED : OCTOBER 10, 1975
INSTRUMENT/FILE NO : 5050, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

11. THE EFFECT OF A DEED:

TRANSFER TAX : NONE
DATED : NOVEMBER 10, 1993
GRANTOR : ROBERT EDWARD ZUCKERMAN A MARRIED MAN AS HIS
: SEPARATE PROPERTY
GRANTEE : REZINATE RPV INC.
RECORDED : DECEMBER 3, 1993 AS INSTRUMENT NO. 93-2374478,

DEFECT : OF OFFICIAL RECORDS
 : THE FACT THAT THE SPOUSE OF SAID GRANTOR, FAILED TO
 : JOINT IN THE EXECUTION OF SAID DEED

AFFECTS: A 7.839% INTEREST OF THE GRANTOR IN PARCELS 1, 2, 3
 AND 4.

12. THE EFFECT OF A DEED

TRANSFER TAX : NONE
 DATED : NOVEMBER 10, 1993
 GRANTOR : ROBERT EDWARD ZUCKERMAN A MARRIED MAN AS
 : HIS SEPARATE PROPERTY
 GRANTEE : REZINATE RPV INC.
 RECORDED : DECEMBER 3, 1993 AS INSTRUMENT NO. 93-2374479,
 : OF OFFICIAL RECORDS
 DEFECT : THE FACT THAT THE SPOUSE OF SAID GRANTOR,
 : FAILED TO JOIN IN THE EXECUTION OF SAID DEED

AFFECTS: A 3.063% INTEREST OF THE GRANTOR IN PARCELS 1, 2, 3
 AND 4.

13. THE EFFECT OF A DEED

TRANSFER TAX : NONE
 DATED : NOVEMBER 10, 1993
 GRANTOR : ROBERT EDWARD ZUCKERMAN A MARRIED MAN AS HIS
 : SEPARATE PROPERTY
 GRANTEE : REZINATE RPV INC.
 RECORDED : DECEMBER 3, 1993 AS INSTRUMENT NO. 93-2374480,
 : OF OFFICIAL RECORDS
 DEFECT : THE FACT THAT HE SPOUSE OF SAID GRANTOR, FAILED TO
 : JOIN IN THE EXECUTION OF SAID DEED.

AFFECTS" A 3.063% INTEREST OF THE GRANTOR IN PARCELS 1, 2, 3
 AND 4.

14. AN ABSTRACT OF JUDGMENT FOR THE AMOUNT SHOWN BELOW AND ANY
 OTHER AMOUNTS DUE

DEBTOR : ONE ROBERT E. ZUCKERMAN, CONTINENTAL COMMUNITIES
 : CORP., AND CONTINENTAL COMMUNITIES CONSTRUCTION
 : COMPANY
 CREDITOR : PATRICIA M. PORTER
 DATE ENTERED : JULY 23, 1992
 COUNTY COURT : LOS ANGELES SUPERIOR COURT, CENTRAL DISTRICT
 CASE NO. : BC 027973
 AMOUNT : \$248,666.28
 RECORDED : AUGUST 7, 1992
 INSTRUMENT/FILE NO: 92-1460417, OF OFFICIAL RECORDS
 ATTORNEY : MICHAEL P. MCNAMARA
 : KIRSTEN HICKS SPIRA
 : GIBSON, DUNN & CRUTCHER

ADDRESS : 333 SOUTH GRAND AVENUE
 : LOS ANGELES, CALIFORNIA 90071
 TELEPHONE NO. : 213/229-7000

15. AN ABSTRACT OF JUDGMENT FOR THE AMOUNT SHOWN BELOW AND ANY OTHER AMOUNTS DUE

DEBTOR : ONE ROBERT E. ZUCKERMAN, CONTINENTAL COMMUNITIES
 : CONSTRUCTION COMPANY, JOINTLY AND SEVERALLY
 CREDITOR : MARC COLEMAN
 DATE ENTERED : NOVEMBER 9, 1992
 COUNTY COURT : LOS ANGELES SUPERIOR COURT, CENTRAL DISTRICT
 CASE NO. : BC 027973
 AMOUNT : \$39,379.51
 RECORDED : DECEMBER 7, 1992
 INSTRUMENT/FILE NO: 92-2287004, OF OFFICIAL RECORDS
 ATTORNEY : GIBSON, DUNN & CRUTCHER
 : MICHAEL P. MCNAMARA; MINDY J. LEES
 ADDRESS : 2029 CENTURY PARK EAST, SUITE 4000
 : LOS ANGELES, CA 90067
 TELEPHONE NO. : (310) 552-8500

16. A WRIT OF EXECUTION LEVIED UPON THE INTEREST OF THE JUDGMENT DEBTOR IN THE COURT CASE SHOWN BELOW

DEBTOR : ROBERT E. ZUCKERMAN
 CREDITOR : SAN PAOLO U.S. HOLDING COMPANY
 DATE ENTERED : FEBRUARY 2, 1994
 COUNTY : LOS ANGELES
 COURT : SUPERIOR
 CASE NO : MC 094 899
 AMOUNT : \$14,718,251.49
 RECORDED : FEBRUARY 3, 1994
 INSTRUMENT/FILE NO: 94-242569, OF OFFICIAL RECORDS

17. THE MATTERS CONTAINED IN AN INSTRUMENT ENTITLED TENANCY IN COMMON AGREEMENT DATED APRIL 22, 1991 BY AND BETWEEN STEPHEN D. ZUCKERMAN UPON THE TERMS AND CONDITIONS AND COVENANTS THEREIN PROVIDED.

RECORDED | APRIL 23, 1991, OFFICIAL RECORDS
 INSTRUMENT NO. | 91-578015

LENDER SUPPLEMENTAL REPORT

RBF & ASSOCIATES ENGINEER
14725 ALTON PARKWAY
IRVINE, CA. 92619-7057

ATTN: ERIC HARRISON
REFERENCE:

REQUIREMENTS

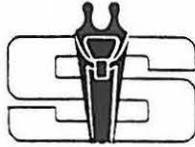
1. WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

ALL PARTIES

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE).

2. THE CLAIMS OF ANY AND ALL PRESENT AND FUTURE CREDITORS OF ALSTON LAND CO., AND CANNON LAND CO. BOTH DISSOLVED CORPORATIONS.

Exhibit A - 2 Preliminary Report
Hon Property



STEWART TITLE

PRELIMINARY SUBDIVISION REPORT

ORDER NO. 33584736

TRACT NO. 50667

DATED AS OF JUNE 22, 1994

FOR THE BENEFIT OF THE SUBDIVIDER, THE SUBDIVIDER'S ENGINEER OR SURVEYOR, THE COUNTY OF LOS ANGELES AND ANY CITY WITHIN WHICH THE SUBDIVISION IS LOCATED.

A PRELIMINARY EXAMINATION OF THOSE PUBLIC RECORDS WHICH, UNDER THE RECORDING LAWS, IMPART CONSTRUCTIVE NOTICE OF MATTERS AFFECTING THE TITLE TO THE LAND COVERED BY THE TENTATIVE SUBDIVISION MAP OF

TRACT NO. 50667, PREPARED BY RBF ASSOCIATES AND RECEIVED BY STEWART TITLE ON NONE DISCLOSED THAT THE PARTIES WHOSE SIGNATURES WILL BE NECESSARY, UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT, ON THE FINAL SUBDIVISION MAP OF SAID LAND ARE AS SET FORTH BELOW.

THIS REPORT IS FURNISHED AS AN ACCOMODATION, FOR THE SOLE PURPOSE OF PRELIMINARY PLANNING AND FACILITATING COMPLIANCE WITH REQUIREMENTS NECESSARY FOR THE ISSUANCE OF A SUBDIVISION GUARANTEE. IT IS UNDERSTOOD THAT OUR LIABILITY IS SOLELY THAT EXPRESSED IN SUCH GUARANTEE, AND THAT NO LIABILITY SEPARATE FROM OR OTHER THAN OUR LIABILITY UNDER SAID GUARANTEE IS ASSUMED BY

THIS REPORT, EXCEPT THAT IF NO GUARANTEE IS ISSUED UNDER THIS ORDER THE AMOUNT PAID FOR THIS REPORT SHALL BE THE MAXIMUM LIABILITY OF THE COMPANY.


FERNANDO ALEGRE
TITLE OFFICER

505 N. Brand 12th Floor Glendale, CA 91203
(818) 502-2700/(800) 821-8685
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

THE MAP HEREINBEFORE REFERRED TO IS A PROPOSED SUBDIVISION OF:

A PORTION OF LOTS 99 TO 101 INCLUSIVE, AND 138 TO 140 INCLUSIVE, OF L.A. C.A. NO. 51 AS PER MAP RECORDED IN BOOK 1 PAGE 1 OF ASSESSORS MAPS, LOTS 6 TO 10 OF TRACT NO. 30583 AS PER MAP RECORDED IN BOOK 813 PAGES 32 TO 34 INCLUSIVE AND A PORTION OF LOT H OF THE RANCHO LOS PALOS VERDES BY DECREE OF PARTITION AS PER CASE NO. 2373, ALL RECORDED IN THE CITY OF RANCHO PALOS VERDES, LOS ANGELES COUNTY, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE PARTIES WHOSE SIGNATURES WILL BE NECESSARY TO APPEAR ON THE FINAL SUBDIVISION MAP ARE:

1. PALOS VERDES LAND HOLDINGS COMPANY, A CALIFORNIA LIMITED PARTNERSHIP (OWNER)
2. THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES HOLDER OF AN EASEMENT BY DEED RECORDED DECEMBER 23, 1952 AS INSTRUMENT NO. 3469 IN BOOK 40587 PAGE 284, JULY 1, 1957 AS INSTRUMENT NO. 3783 IN BOOK 54933 PAGE 48, APRIL 11, 1961 AS INSTRUMENT NO. 2830 IN BOOK D1184 PAGE 848 OCTOBER 10, 1975 AS INSTRUMENT NO. 5051, ALL OF OFFICIAL RECORDS OFFICIAL RECORDS HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3(a) (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.
3. THE SIGNATURE(S) OF PALOS VERDES PROPERTIES, A PARTNERSHIP, ET AL. HOLDER OF AN EASEMENT BY DEED RECORDED JULY 18, 1956 AS INSTRUMENT NO. 1826 IN BOOK 51769 PAGE 241 OFFICIAL RECORDS HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3(a) (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.
4. THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY HOLDER OF AN EASEMENT BY DEED RECORDED APRIL 4, 1957 AS INSTRUMENT NO. 3971 IN BOOK 54129 PAGE 322, OFFICIAL RECORDS HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3(a) (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.
5. THE SIGNATURE(S) OF PACIFIC BELL, A CORPORATION SUCCESSOR IN INTEREST TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION HOLDER OF AN EASEMENT BY DEED RECORDED APRIL 2, 1958 AS INSTRUMENT NO. 518 IN BOOK 60 PAGE 546 AND APRIL 2, 1958 AS INSTRUMENT NO. 519 IN BOOK 60 PAGE 550, OFFICIAL RECORDS HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3(a) (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.

6. THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY HOLDER OF AN EASEMENT BY DEED RECORDED APRIL 28, 1960 AS INSTRUMENT NO. 3603 IN BOOK D829 PAGE 89 OF OFFICIAL RECORDS HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3(a) (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.

7. THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, EASEMENT HOLDER BY DEDICATION AS SHOWN ON TRACT 30583 MAY BE OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436(a) 3 (A) (i-vii) OF THE SUBDIVISION MAP ACT.

8. WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY, OR AMERICAN SECURITIES COMPANY, A CORPORATION, AS TRUSTEE, UNDER A DEED OF TRUST RECORDED FEBRUARY 27, 1991 AS INSTRUMENT NO. 91-284145, OFFICIAL RECORDS.

9. BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY, OR EQUITABLE DEED COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER A DEED OF TRUST RECORDED DECEMBER 31, 1992 AS INSTRUMENT NO. 92-2456600 AND APRIL 29, 1994 AS INSTRUMENT NO. 94-828484 BOTH OFFICIAL RECORDS.

Exhibit A - 3 Conservation Easement
Shoreline Park

September 8, 1994

Ms. Linda Dawes
U.S. Fish and Wildlife Service
2730 Loker Avenue
Carlsbad, CA 92008

and

Ms. Cheryl Heffley
California Department of Fish and Game
330 Golden Shore, Suite 50
Long Beach, CA 90802

Re: **SHORELINE PARK 20.0 ACRE CONSERVATION EASEMENT
OCEAN TRAILS HCP**

Dear Ms. Dawes and Ms. Heffley:

On October 23, 1992 a motion was made by County Supervisor Deane Dana to instruct the County Department of Parks and Recreation, Regional Planning, and County Counsel to analyze the impacts of a 20.0 acre conservation easement on the County's Shoreline Park property.

The Shoreline Park property is a 56.5 gross acre undeveloped parcel of land which cannot be developed due to topographic, geologic and other factors.

The Owner/Applicant of the Ocean Trails development has completed and paid for the necessary geologic analysis, the land appraisal and legal metes and bounds (attached) for the 20.0 acre easement. It is our understanding that this 20.0 acre conservation easement is directly associated with the Ocean Trails Habitat Conservation Plan and overall Habitat Restoration for this development proposal.

Upon the complete review and approval of the Ocean Trails HCP and receipt of a 10(A) permit from the U.S. Fish and Wildlife Service, the County will commence the final and formal negotiations to complete and sign a conservation easement grant with the California Department of Fish and Game and/or other respective agencies. Finally, it is our understanding that all costs associated with the transfer of this property will be responsibility of the Owner/Applicant of the Ocean Trails development.

Sincerely,

Don Knabe

Attachments

ROBERT BEIN, WILLIAM FROST & ASSOCIATES
14725 Alton Parkway
Irvine, California 92718

Revised June 10, 1996
September 13, 1995
JN 31995.L19
Page 1 of 4

LEGAL DESCRIPTION

**OCEAN TRAILS
CONSERVATION EASEMENT**

That certain parcel of land situated in the City of Rancho Palos Verdes, County of Los Angeles, State of California, being that portion of Lot 98 of L.A.C.A. No. 51 as shown on a map recorded in Book 1, Page 1 of Assessor's Maps in the Office of the County Recorder of said Los Angeles County, described as follows:

PARCEL A

COMMENCING at the northeasterly corner of said Lot 98; thence along the southeasterly line of said lot South 26°44'33" West 10.70 feet to a line parallel with and 10.00 feet southerly, measured at right angles from the northerly line of said lot; thence along said parallel line North 84°07'21" West 107.02 feet to a line parallel with and 100.00 feet northwesterly, measured at right angles from said southeasterly line and the **TRUE POINT OF BEGINNING**; thence continuing along first said parallel line and along a line parallel and/or concentric with said northerly line through the following courses: North 84°07'21" West 415.12 feet to the beginning of a tangent curve concave southerly and having a radius of 960.00 feet; thence along said curve westerly 345.49 feet through a central angle of 20°37'12"; thence tangent from said curve South 75°15'27" West 154.12 feet to the beginning of a tangent curve concave northerly and having a radius of 1040.00 feet; thence along said curve westerly 40.68 feet through a central angle of 02°14'29" to the northwesterly line of the land described in a Grant Deed to the County of Los Angeles, recorded January 24, 1958 as Document No. 1592 in Book 56427, Page 158 of Official Records in said Office of the Los Angeles County Recorder; thence leaving said parallel and/or concentric line, non-tangent from said curve along said northwesterly line South 35°38'07" West 66.52 feet; thence South 07°25'00" East 127.23 feet; thence South 43°55'00" West 199.86 feet; thence South 51°25'00" West 213.50 feet to said northwesterly line; thence along said northwesterly line through the following courses: South 35°38'07" West 280.80 feet; thence North 54°21'53" West 194.26 feet; thence South 14°56'57" West 279.44 feet to a point hereinafter referred to as Point "A"; thence continuing South 14°56'57" West 237.16 feet; thence leaving said northwesterly line North 62°45'00" East 599.84 feet; thence South 71°05'00" East 62.33 feet; thence North 83°10'00" East 305.00 feet; thence South 80°45'00" East 236.00 feet; thence South 27°00'00" East 115.00 feet; thence South 57°00'00" East 59.12 feet to said line parallel with and 100.00 feet northwesterly measured at right angles from said southeasterly line of Lot 98; thence along said parallel line North 26°44'33" East 1104.34 feet to the **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM a strip of land 26.00 feet wide, the easterly, southeasterly, southerly and southwesterly line of which is described as follows:

BEGINNING at said Point "A"; thence North 44°10'00" East 15.85 feet to the beginning of a tangent curve concave northwesterly and having a radius of 113.00 feet; thence along said curve northeasterly 53.58 feet through a central angle of 27°10'00"; thence tangent from said curve North 17°00'00" East 39.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 37.00 feet; thence along said curve northeasterly and easterly 55.37 feet through a central angle of 85°45'00"; thence tangent from said curve South 77°15'00" East 16.00 feet to the beginning of a tangent curve concave northerly and having a radius of 163.00 feet; thence along said curve easterly and northeasterly 183.50 feet through a central angle of 64°30'00"; thence tangent from said curve North 38°15'00" East 70.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 47.00 feet; thence along said curve northeasterly 34.38 feet through a central angle of 41°55'00"; thence tangent from said curve North 80°10'00" East 10.00 feet to the beginning of a tangent curve concave northerly and having a radius of 143.00 feet; thence along said curve easterly 54.91 feet through a central angle of 22°00'00"; thence tangent from said curve North 58°10'00" East 13.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 387.00 feet; thence along said curve northeasterly 52.91 feet through a central angle of 07°50'00"; thence tangent from said curve North 66°00'00" East 110.00 feet to the beginning of a tangent curve concave northwesterly and having a radius of 413.00 feet; thence along said curve northeasterly 61.27 feet through a central angle of 08°30'00"; thence tangent from said curve North 57°30'00" East 37.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 87.00 feet; thence along said curve northeasterly 27.21 feet through a central angle of 17°55'00"; thence tangent from said curve North 75°25'00" East 43.50 feet to the beginning of a tangent curve concave southerly and having a radius of 387.00 feet; thence along said curve easterly 45.51 feet through a central angle of 06°44'14" to a point of reverse curvature with a curve concave northerly and having a radius of 113.00 feet, a radial line of said curve from said point bears North 07°50'46" West; thence along said curve easterly 78.38 feet through a central angle of 39°44'29" to a point of reverse curvature with a curve concave southeasterly and having a radius of 187.00 feet, a radial line of said curve from said point bears South 47°35'15" East, said point also is hereinafter referred to as Point "B"; thence along said curve northeasterly 25.04 feet through a central angle of 07°40'15"; thence tangent from said curve North 50°05'00" East 17.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 137.00 feet; thence along said curve northeasterly 105.41 feet through a central angle of 44°05'00"; thence tangent from said curve South 85°50'00" East 66.00 feet to the beginning of a tangent curve concave northerly and having a radius of 213.00 feet; thence along said curve easterly 56.42 feet through a central angle of 15°10'32" to a point of reverse

curvature with a curve concave southerly and having a radius of 167.00 feet, a radial line of said curve from said point bears South 11°00'32" East; thence along said curve easterly 27.47 feet through a central angle of 09°25'32"; thence tangent from said curve North 88°25'00" East 38.00 feet to the beginning of a tangent curve concave southerly and having a radius of 167.00 feet; thence along said curve easterly 103.47 feet through a central angle of 35°30'00"; thence tangent from said curve South 56°05'00" East 20.50 feet to the beginning of a tangent curve concave southwesterly and having a radius of 187.00 feet; thence along said curve southeasterly 75.34 feet through a central angle of 23°05'00"; thence tangent from said curve South 33°00'00" East 36.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 137.00 feet; thence along said curve southeasterly 66.15 feet through a central angle of 27°40'00"; thence tangent from said curve South 05°20'00" East 14.41 feet to a point hereinafter referred to as Point "C"; thence continuing South 05°20'00" East 18.09 feet to the beginning of a tangent curve concave easterly and having a radius of 98.00 feet; thence along said curve southerly 28.62 feet through a central angle of 16°43'51" to the southeasterly line of Parcel A described hereinbefore.

EXCEPTING THEREFROM that portion of said strip of land lying northwesterly of the northwesterly lines of said Parcel A and southwesterly in the westerly line of said Lot 98.

Said strip of land shall be lengthened or shortened southeasterly so as to terminate in said southeasterly line of Parcel A.

ALSO EXCEPTING from Parcel A described hereinbefore, a strip of land 26.00 feet wide, the easterly and southeasterly lines of which are described as follows:

BEGINNING at Point "B" described hereinbefore, said point being the beginning of a curve concave southeasterly and having a radius of 187.00 feet, a radial line of said curve from said point bears South 47°35'15" East; thence along said curve southwesterly 78.52 feet through a central angle of 24°03'34" to a point of compound curvature with a curve concave easterly and having a radius of 37.00 feet, a radial line of said curves from said point bears South 71°38'49" East; thence along said curve southerly 21.05 feet through a central angle of 32°36'11"; thence tangent from said curve South 14°15'00" East 37.50 feet to the beginning of a tangent curve concave westerly and having a radius of 73.00 feet; thence along said curve southerly 39.39 feet through a central angle of 30°55'00"; thence tangent from said curve South 16°40'00" West 23.50 feet to the beginning of a tangent curve concave westerly and having a radius of 213.00 feet; thence along said curve southerly 57.62 feet through a central angle of 15°30'00"; thence tangent from said curve South 32°10'00" West 38.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 413.00 feet; thence along said curve southwesterly 73.28 feet through a central angle of 10°10'00"; thence tangent from said curve South 42°20'00" West 129.29 feet to the southerly line of said Parcel A.

Robert Bein, William Frost & Associates
Ocean Trails Conservation Easement

Revised June 10, 1996
September 13, 1995
JN 31995.L19
Page 4 of 4

Said strip of land shall be lengthened or shortened so as to terminate southerly in said southerly line and northerly in a curve concave northwesterly, having a radius of 113.00 feet and which passes through said Point "B", a radial line of said curve from said Point "B" bears North 47°35'15" West.

ALSO EXCEPTING from Parcel A described hereinbefore a strip of land 10.00 feet wide, the northwesterly line of which is described as follows:

BEGINNING at Point "C" described hereinbefore; thence North 28°30'00" East 43.99 feet to a point in the northerly line of the first hereinbefore described 26.00 foot wide strip of land, said line being a curve concentric with and 26.00 feet northeasterly of that certain curve described therein as being concave southwesterly, having a radius of 137.00 and an arc length of 66.15 feet, said point hereinafter referred to as Point "D"; thence continuing North 28°30'00" East 93.90 feet to the beginning of a tangent curve concave southeasterly and having a radius of 80.00 feet; thence along said curve northeasterly 18.22 feet through a central angle of 13°03'00"; thence tangent from said curve North 41°33'00" East 83.16 feet to a point in the southeasterly line of said Parcel A distant thereon South 26°44'33" West 396.55 feet from said Point "A".

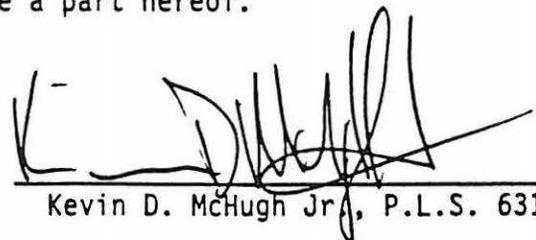
Said strip of land shall be lengthened or shortened so as to terminate northeasterly in said southeasterly line and southwesterly in said concentric curve having a radius of 163.00 feet and which passes through said Point "D", a radial line of said curve from said Point "D" bears South 76°51'56" West.

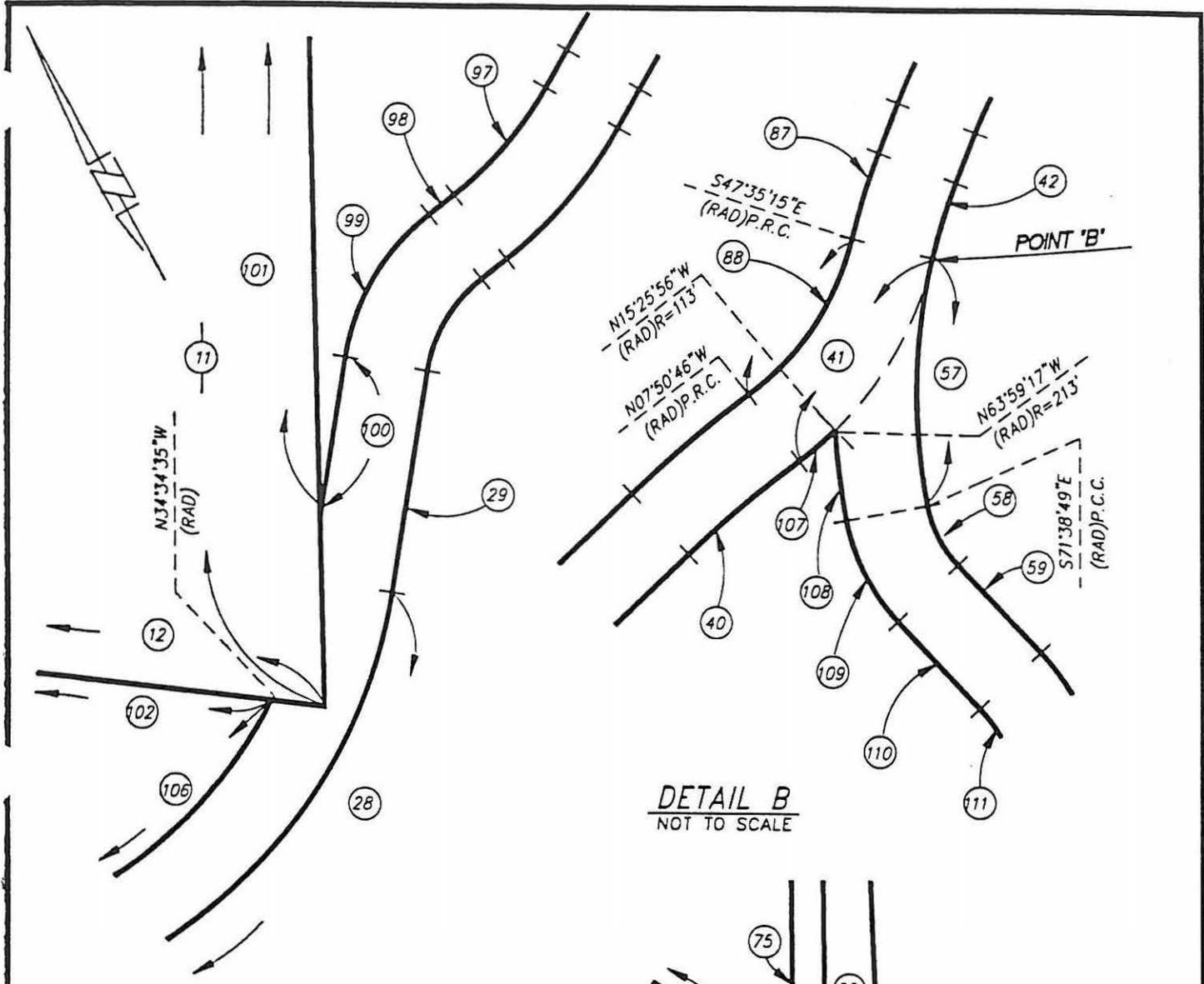
CONTAINING: 20.36 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

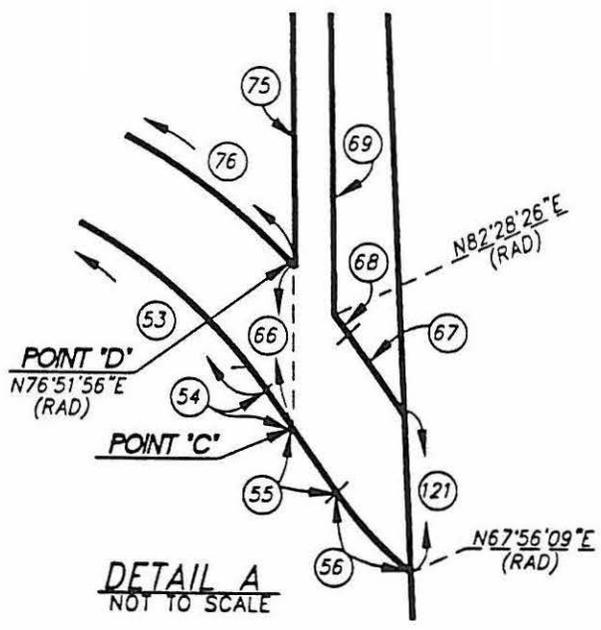



Kevin D. McHugh Jr., P.L.S. 6310



DETAIL C
NOT TO SCALE

DETAIL B
NOT TO SCALE



DETAIL A
NOT TO SCALE

NOTE
SEE SHEETS 3
FOR TABLE OF COURSES

EXHIBIT B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
OCEAN TRAIL
CONSERVATION EASEMENT
CONTAINING 20.36 AC.±

REV. JUNE 10, 1996
SEPT. 14, 1995



SHEET 2 OF 3 SHEETS
Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
14725 ALTON PARKWAY #1000, CALIFORNIA 92116-7057
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J.N. 31995

TABLE OF COURSES

1	S26°44'33"W	10.70'		60	Δ=30°55'00"	R= 73.00'	L= 39.39'
2	N84°07'21"W	107.02'		61	S16°40'00"W	23.50'	
3	N84°07'21"W	415.12'		62	Δ=15°30'00"	R= 213.00'	L= 57.62'
4	Δ=20°37'12"	R=960.00'	L=345.49'	63	S32°10'00"W	38.50'	
5	S75°15'27"W	154.12'		64	Δ=10°10'00"	R= 413.00'	L= 73.28'
6	Δ=02°14'29"	R=1040.00'	L= 40.68'	65	S42°20'00"W	129.29'	
7	S35°38'07"W	66.52'		66	N28°30'00"E	43.99'	
8	S07°25'00"E	127.23'		67	N05°20'00"W	25.85'	
9	S43°55'00"W	199.86'		68	Δ=02°11'34"	R= 163.00'	L= 6.24'
10	S51°25'00"W	213.50'		69	N28°30'00"E	106.33'	
11	S35°38'07"W	280.80'		70	Δ=13°03'00"	R= 70.00'	L= 15.94'
12	N54°21'53"W	194.26'		71	N41°33'00"E	45.33'	
13	S14°56'57"W	279.44'		72	S26°44'33"W	192.96'	
14	S14°56'57"W	237.16'		73	N41°33'00"E	83.16'	
15	S14°56'57"W	120.46'		74	Δ=13°03'00"	R= 80.00'	L= 18.22'
16	N62°45'00"E	599.84'		75	N28°30'00"E	93.90'	
17	S71°05'00"E	62.33'		76	Δ=19°51'56"	R= 163.00'	L= 56.52'
18	N83°10'00"E	305.00'		77	S33°00'00"E	36.00'	
19	S80°45'00"E	236.00'		78	Δ=23°05'00"	R= 213.00'	L= 85.81'
20	S27°00'00"E	115.00'		79	S56°05'00"E	20.50'	
21	S57°00'00"E	59.12'		80	Δ=35°30'00"	R= 193.00'	L=119.58'
22	N26°44'33"E	1104.34'		81	N88°25'00"E	38.00'	
23	N44°10'00"E	15.85'		82	Δ=09°25'32"	R= 193.00'	L= 31.75'
24	Δ=27°10'00"	R= 113.00'	L= 53.58'	83	Δ=15°10'32"	R= 187.00'	L= 49.53'
25	N17°00'00"E	39.00'		84	S85°50'00"E	66.00'	
26	Δ=85°45'00"	R= 37.00'	L= 55.37'	85	Δ=44°05'00"	R=163.00'	L=125.41'
27	S77°15'00"E	16.00'		86	N50°05'00"E	17.00'	
28	Δ=64°30'00"	R= 163.00'	L=183.50'	87	Δ=07°40'15"	R= 213.00'	L= 28.52'
29	N38°15'00"E	70.50'		88	Δ=39°44'29"	R= 87.00'	L= 60.34'
30	Δ=41°55'00"	R= 47.00'	L= 34.38'	89	Δ=06°44'14"	R= 413.00'	L= 48.56'
31	N80°10'00"E	10.00'		90	N75°25'00"E	43.50'	
32	Δ=22°00'00"	R= 143.00'	L= 54.91'	91	Δ=17°55'00"	R= 113.00'	L= 35.34'
33	N58°10'00"E	13.50'		92	N57°30'00"E	37.50'	
34	Δ=07°50'00"	R= 387.00'	L= 52.91'	93	Δ=08°30'00"	R= 387.00'	L= 57.41'
35	N66°00'00"E	110.00'		94	N66°00'00"E	110.00'	
36	Δ=08°30'00"	R= 413.00'	L= 61.27'	95	Δ=07°50'00"	R= 413.00'	L= 56.46'
37	N57°30'00"E	37.50'		96	N58°10'00"E	13.50'	
38	Δ=17°55'00"	R= 87.00'	L= 27.21'	97	Δ=22°00'00"	R= 117.00'	L= 44.92'
39	N75°25'00"E	43.50'		98	N80°10'00"E	10.00'	
40	Δ=06°44'14"	R= 387.00'	L= 45.51'	99	Δ=41°55'00"	R= 73.00'	L= 53.41'
41	Δ=39°44'29"	R= 113.00'	L= 78.38'	100	N38°15'00"E	38.68'	
42	Δ=07°40'15"	R= 187.00'	L= 25.04'	101	S35°38'07"W	208.88'	
43	N50°05'00"E	17.00'		102	N54°21'53"W	184.86'	
44	Δ=44°05'00"	R= 137.00'	L= 105.41'	103	S14°56'57"W	158.98'	
45	S85°50'00"E	66.00'		104	Δ=71°19'38"	R= 63.00'	L= 78.43'
46	Δ=15°10'32"	R= 213.00'	L= 56.42'	105	S77°15'00"E	16.00'	
47	Δ=09°25'32"	R= 167.00'	L= 27.47'	106	Δ=47°19'35"	R= 137.00'	L=113.16'
48	N88°25'00"E	38.00'		107	Δ=07°35'10"	R= 113.00'	L= 14.96'
49	Δ=35°30'00"	R= 167.00'	L=103.47'	108	Δ=07°39'32"	R= 213.00'	L= 28.47'
50	S56°05'00"E	20.50'		109	Δ=32°36'11"	R= 63.00'	L= 35.85'
51	Δ=23°05'00"	R= 187.00'	L= 75.34'	110	S14°15'00"E	37.50'	
52	S33°00'00"E	36.00'		111	Δ=30°55'00"	R= 47.00'	L= 25.36'
53	Δ=27°40'00"	R= 137.00'	L= 66.15'	112	S16°40'00"W	23.50'	
54	S05°20'00"E	14.41'		113	Δ=15°30'00"	R= 187.00'	L= 50.59'
55	S05°20'00"E	18.09'		114	S32°10'00"W	38.50'	
56	Δ=16°43'51"	R= 98.00'	L= 28.62'	115	Δ=10°10'00"	R= 387.00'	L= 68.67'
57	Δ=24°03'34"	R= 187.00'	L= 78.52'	116	S42°20'00"W	159.37'	
58	Δ=32°36'11"	R= 37.00'	L= 21.05'	117	S83°10'00"W	45.43'	
59	S14°15'00"E	37.50'		118	N83°10'00"E	39.77'	
				119	S83°10'00"W	219.80'	
				120	S26°44'33"W	434.55'	
				121	N26°44'33"E	41.15'	
				122	N26°44'33"E	396.55'	
				123	N26°44'33"E	39.13'	

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
OCEAN TRAIL
CONSERVATION EASEMENT

CONTAINING 20.36 AC.±

REV. JUNE 10, 1996
SEPT. 14, 1995



SHEET 3 OF 3 SHEETS
Robert Bein, William Frost & Associates
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14728 ALTON PARKWAY, BURE, CALIFORNIA 92519-7067
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J.N. 31995

ROBERT BEIN, WILLIAM FROST & ASSOCIATES
14725 Alton Parkway
Irvine, California 92718

June 13, 1996
JN 31995-1.L19
Page 1 of 2

LEGAL DESCRIPTION

SHORELINE PARK PUBLIC
TRAIL EASEMENT

That certain parcel of land situated in the City of Rancho Palos Verdes, County of Los Angeles, State of California, being that portion of Lot 98 of L.A.C.A. No. 51 as shown on a map recorded in Book 1, Page 1 of Assessor's Maps in the Office of the County Recorder of said Los Angeles County, included within a strip of land 10.00 feet wide, the northwesterly line of which is described as follows:

COMMENCING at the northeasterly corner of said Lot 98; thence along the southeasterly line of said lot South $26^{\circ}44'33''$ West 10.70 feet to a line parallel with and 10.00 feet southerly, measured at right angles from the northerly line of said lot; thence along said parallel line North $84^{\circ}07'21''$ West 107.02 feet to a line parallel with and 100.00 feet northwesterly, measured at right angles from said southeasterly line thence along said parallel line South $26^{\circ}44'33''$ West 396.55 feet to the **TRUE POINT OF BEGINNING**; thence North $41^{\circ}33'00''$ East 2.84 feet to the beginning of a tangent curve concave northwesterly and having a radius of 145.00 feet; thence along said curve northeasterly 20.25 feet through a central angle of $08^{\circ}00'00''$; thence tangent from said curve North $33^{\circ}33'00''$ East 83.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 80.00 feet; thence along said curve northeasterly 25.99 feet through a central angle of $18^{\circ}37'00''$; thence tangent from said curve North $52^{\circ}10'00''$ East 70.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 10.00 feet; thence along said curve northeasterly 7.90 feet through a central angle of $45^{\circ}17'00''$; thence tangent from said curve North $06^{\circ}53'00''$ East 44.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 20.00 feet; thence along said curve northerly and northeasterly 23.22 feet through a central angle of $66^{\circ}32'00''$; thence tangent from said curve North $73^{\circ}25'00''$ East 57.00 feet to the beginning of a tangent curve concave northwesterly and having a radius of 10.00 feet; thence along said curve easterly and northeasterly 9.34 feet through a central angle of $53^{\circ}30'00''$; thence tangent from said curve North $19^{\circ}55'00''$ East 24.00 feet to the beginning of a tangent curve concave westerly and having a radius of 10.00 feet; thence along said curve northerly and northwesterly 12.25 feet through a central angle of $70^{\circ}10'00''$; thence tangent from said curve North $50^{\circ}15'00''$ West 28.50 feet to the beginning of a tangent curve concave easterly and having a radius of 20.00 feet; thence along said curve northwesterly and northerly 37.32 feet through a central angle of $106^{\circ}55'00''$; thence tangent from said curve North $56^{\circ}40'00''$ East 29.00 feet to the beginning of a

Robert Bein, William Frost & Associates
Shoreline Park Public
Trail Easement

June 10, 1996
JN 31995.L19
Page 2 of 2

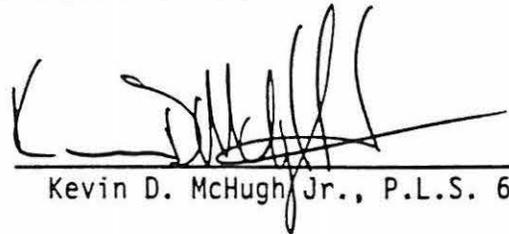
tangent curve concave southeasterly and having a radius of 80.00 feet; thence along said curve northeasterly 11.36 feet through a central angle of $08^{\circ}08'00''$; thence tangent from said curve North $64^{\circ}48'00''$ East 6.76 feet to first said parallel line.

Said strip of land shall be lengthened or shortened so as to terminate northeasterly in first said parallel line and terminate southwesterly in second said parallel line.

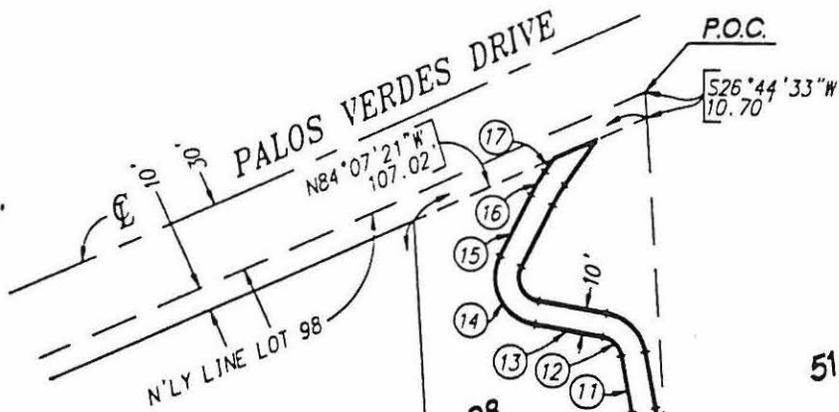
SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.




Kevin D. McHugh Jr., P.L.S. 6310

SCALE: 1" = 80'



LOT
L.A.C.A.

51

TABLE OF COURSES

①	N41°33'00"E	2.84'	
②	Δ=08°00'00"	R=145.00'	L= 20.25'
③	N33°33'00"E	83.00'	
④	Δ=18°37'00"	R= 80.00'	L= 25.99'
⑤	N52°10'00"E	70.50'	
⑥	Δ=45°17'00"	R= 10.00'	L= 7.90'
⑦	N06°53'00"E	44.00'	
⑧	Δ=66°32'00"	R= 20.00'	L= 23.22'
⑨	N73°25'00"E	57.00'	
⑩	Δ=53°30'00"	R= 10.00'	L= 9.34'
⑪	N19°55'00"E	24.00'	
⑫	Δ=70°10'00"	R= 10.00'	L= 12.25'
⑬	N50°15'00"W	28.50'	
⑭	Δ=106°55'00"	R= 20.00'	L= 37.32'
⑮	N56°40'00"E	29.00'	
⑯	Δ=08°08'00"	R= 80.00'	L= 11.36'
⑰	N64°48'00"E	6.76'	

T.P.O.B.

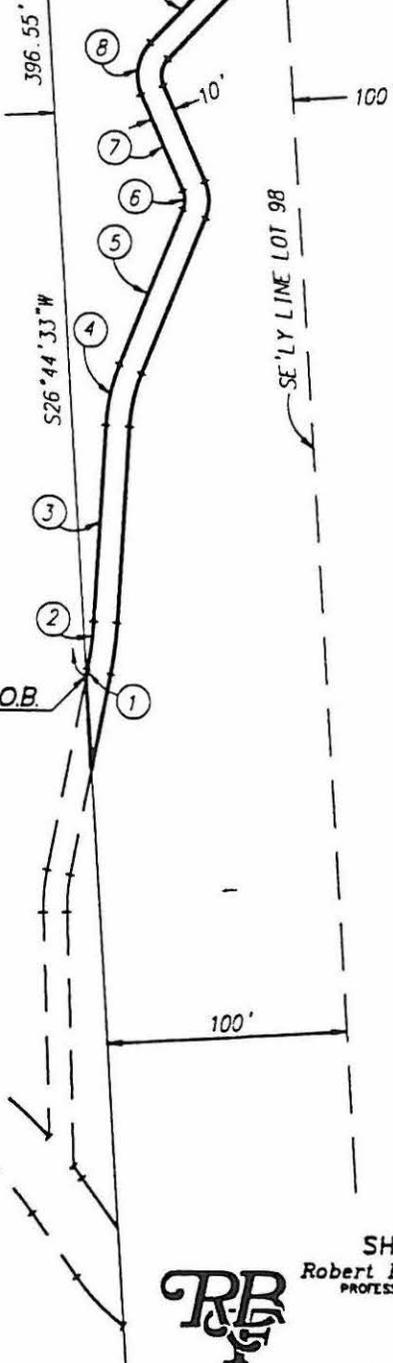


EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

SHORELINE PARK
PUBLIC TRAIL EASEMENT



SHEET 1 OF 1 SHEET
Robert Bein, William Frost & Associates
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(714) 472-8208 FAX (714) 472-8372

JUNE 10, 1996

J.N. 31995

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ROBERT BEIN, WILLIAM FROST & ASSOCIATES
14725 Alton Parkway
Irvine, California 92718

September 13, 1995

JN 31995.L19

LEGAL DESCRIPTION

Page 1 of 5

OCEAN TRAILS
CONSERVATION EASEMENT

That certain parcel of land situated in the City of Rancho Palos Verdes, County of Los Angeles, State of California, being that portion of Lot 98 of L.A.C.A. No. 51 as shown on a map recorded in Book 1, Page 1 of Assessor's Maps in the Office of the County Recorder of said Los Angeles County, described as follows:

PARCEL A

COMMENCING at the northeasterly corner of said Lot 98; thence along the easterly line of said lot South $26^{\circ}44'33''$ West 10.70 feet to a line parallel with and 10.00 feet southerly, measured at right angles from the northerly line of said lot; thence along said parallel line North $84^{\circ}07'21''$ West 107.02 feet to a line parallel with and 100.00 feet northwesterly, measured at right angles from said easterly line and the TRUE POINT OF BEGINNING; thence continuing along first said parallel line and along a line parallel and/or concentric with said northerly line through the following courses: North $84^{\circ}07'21''$ West 415.12 feet to the beginning of a tangent curve concave southerly and having a radius of 960.00 feet; thence along said curve westerly 345.49 feet through a central angle of $20^{\circ}37'12''$; thence tangent from said curve South $75^{\circ}15'27''$ West 154.12 feet to the beginning of a tangent curve concave northerly and having a radius of 1040.00 feet; thence along said curve westerly 40.68 feet through a central angle of $02^{\circ}14'29''$ to the northwesterly line of the land described in a Grant Deed to the County of Los Angeles, recorded January 24, 1958 as Document No. 1592 in Book 56427, Page 158 of Official Records in said Office of the Los Angeles County Recorder; thence leaving said parallel and/or concentric line, non-tangent from said curve along said northwesterly line South $35^{\circ}38'07''$ West 66.52 feet; thence South $07^{\circ}25'00''$ East 127.23 feet; thence South $43^{\circ}55'00''$ West 199.86 feet; thence South $51^{\circ}25'00''$ West 213.50 feet to said northwesterly line; thence along said northwesterly line through the following courses: South $35^{\circ}38'07''$ West 280.80 feet; thence North $54^{\circ}21'53''$ West 194.26 feet; thence South $14^{\circ}56'57''$ West 279.44 feet to a point hereinafter referred to as Point "A"; thence continuing South $14^{\circ}56'57''$ West 237.16 feet; thence leaving said northwesterly line North $62^{\circ}45'00''$ East 599.84 feet; thence South $71^{\circ}05'00''$ East 62.33 feet; thence North $83^{\circ}10'00''$ East 305.00 feet; thence South $80^{\circ}45'00''$ East 236.00 feet; thence

South 27°00'00" East 115.00 feet; thence South 57°00'00" East 59.12 feet to said line parallel with and 100.00 feet northwesterly measured at right angles from said easterly line of Lot 98; thence along said parallel line North 26°44'33" East 1104.34 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a strip of land 26.00 feet wide, the easterly, southeasterly, southerly and southwesterly lines of which are described as follows:

BEGINNING at said Point "A"; thence North 44°10'00" East 15.85 feet to the beginning of a tangent curve concave northwesterly and having a radius of 113.00 feet; thence along said curve northeasterly 53.58 feet through a central angle of 27°10'00"; thence tangent from said curve North 17°00'00" East 39.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 37.00 feet; thence along said curve northeasterly and easterly 55.37 feet through a central angle of 85°45'00"; thence tangent from said curve South 77°15'00" East 16.00 feet to the beginning of a tangent curve concave northerly and having a radius of 163.00 feet; thence along said curve easterly and northeasterly 183.50 feet through a central angle of 64°30'00"; thence tangent from said curve North 38°15'00" East 70.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 47.00 feet; thence along said curve northeasterly 34.38 feet through a central angle of 41°55'00"; thence tangent from said curve North 80°10'00" East 10.00 feet to the beginning of a tangent curve concave northerly and having a radius of 143.00 feet; thence along said curve easterly 54.91 feet through a central angle of 22°00'00"; thence tangent from said curve North 58°10'00" East 13.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 387.00 feet; thence along said curve northeasterly 52.91 feet through a central angle of 07°50'00"; thence tangent from said curve North 66°00'00" East 110.00 feet to the beginning of a tangent curve concave northwesterly and having a radius of 413.00 feet; thence along said curve northeasterly 61.27 feet through a central angle of 08°30'00"; thence tangent from said curve North 57°30'00" East 37.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of 87.00 feet; thence along said curve northeasterly 27.21 feet through a central angle of 17°55'00"; thence tangent from said curve North 75°25'00" East 43.50 feet to the beginning of a tangent curve concave southerly and having a radius of 387.00 feet; thence along said curve easterly 45.51 feet through a central angle of 06°44'14" to a point of reverse curvature with a curve concave northerly and

having a radius of 113.00 feet, a radial line of said curve from said point bears North $07^{\circ}50'46''$ West; thence along said curve easterly 78.38 feet through a central angle of $39^{\circ}44'29''$ to a point of reverse curvature with a curve concave southeasterly and having a radius of 187.00 feet, a radial line of said curve from said point bears South $47^{\circ}35'15''$ East, said point also is hereinafter referred to as Point "B"; thence along said curve northeasterly 25.04 feet through a central angle of $07^{\circ}40'15''$; thence tangent from said curve North $50^{\circ}05'00''$ East 17.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 137.00 feet; thence along said curve northeasterly 105.41 feet through a central angle of $44^{\circ}05'00''$; thence tangent from said curve South $85^{\circ}50'00''$ East 66.00 feet to the beginning of a tangent curve concave northerly and having a radius of 213.00 feet; thence along said curve easterly 24.65 feet through a central angle of $06^{\circ}37'53''$ to a point hereinafter referred to as Point "C"; thence continuing along said curve easterly 31.76 feet through a central angle of $08^{\circ}32'39''$ to a point of reverse curvature with a curve concave southerly and having a radius of 167.00 feet, a radial line of said curve from said point bears South $11^{\circ}00'32''$ East; thence along said curve easterly 27.47 feet through a central angle of $09^{\circ}25'32''$; thence tangent from said curve North $88^{\circ}25'00''$ East 38.00 feet to the beginning of a tangent curve concave southerly and having a radius of 167.00 feet; thence along said curve easterly 103.47 feet through a central angle of $35^{\circ}30'00''$; thence tangent from said curve South $56^{\circ}05'00''$ East 20.50 feet to the beginning of a tangent curve concave southwesterly and having a radius of 187.00 feet; thence along said curve southeasterly 75.34 feet through a central angle of $23^{\circ}05'00''$; thence tangent from said curve South $33^{\circ}00'00''$ East 36.00 feet to the beginning of a tangent curve concave southwesterly and having a radius of 137.00 feet; thence along said curve southeasterly 66.15 feet through a central angle of $27^{\circ}40'00''$; thence tangent from said curve South $05^{\circ}20'00''$ East 32.50 feet to the beginning of a tangent curve concave easterly and having a radius of 98.00 feet; thence along said curve southerly 28.62 feet through a central angle of $16^{\circ}43'51''$ to the easterly line of Parcel A described hereinbefore.

EXCEPTING THEREFROM that portion of said strip of land lying northwesterly of the northwesterly lines of said Parcel A described hereinbefore.

Said strip of land shall be lengthened or shortened southeasterly so as to terminate in said southeasterly line of Parcel A.

ALSO EXCEPTING from Parcel A described hereinbefore, a strip of land 26.00 feet wide, the easterly and southeasterly lines of which are described as follows:

BEGINNING at Point "B" described hereinbefore, said point being the beginning of a curve concave southeasterly and having a radius of 187.00 feet, a radial line of said curve from said point bears South 47°35'15" East; thence along said curve southwesterly 78.52 feet through a central angle of 24°03'34" to a point of compound curvature with a curve concave easterly and having a radius of 37.00 feet, a radial line of said curves from said point bears South 71°38'49" East; thence along said curve southerly 21.05 feet through a central angle of 32°36'11"; thence tangent from said curve South 14°15'00" East 37.50 feet to the beginning of a tangent curve concave westerly and having a radius of 73.00 feet; thence along said curve southerly 39.39 feet through a central angle of 30°55'00"; thence tangent from said curve South 16°40'00" West 23.50 feet to the beginning of a tangent curve concave westerly and having a radius of 213.00 feet; thence along said curve southerly 57.62 feet through a central angle of 15°30'00"; thence tangent from said curve South 32°10'00" West 38.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 413.00 feet; thence along said curve southwesterly 73.28 feet through a central angle of 10°10'00"; thence tangent from said curve South 42°20'00" West 129.29 feet to the southerly line of said Parcel A.

Said strip of land shall be lengthened or shortened so as to terminate southerly in said southerly line and northerly in a curve concave northwesterly, having a radius of 113.00 feet and which passes through said Point "B", a radial line of said curve from said Point "B" bears North 47°35'15" West.

ALSO EXCEPTING from Parcel A described hereinbefore, a strip of land 26.00 feet wide, the southeasterly and easterly lines of which are described as follows:

BEGINNING at Point "C" described hereinbefore; thence North 44°35'00" East 25.71 feet to the beginning of a tangent curve concave northwesterly and having a radius of 413.00 feet; thence along said curve northeasterly 15.67 feet through a central angle of 02°10'24" to a point hereinafter referred to as Point "D"; thence along said curve northeasterly 109.88 feet through a central angle of 15°14'36"; thence tangent from said curve North 27°10'00" East 26.50 feet to the beginning of a tangent curve concave southeasterly and having a radius of

167.00 feet; thence along said curve northeasterly 63.64 feet through a central angle of 21°50'00"; thence tangent from said curve North 49°00'00" East 45.00 feet to the beginning of a tangent curve concave southeasterly and having a radius of 87.00 feet; thence along said curve northeasterly 60.74 feet through a central angle of 40°00'00"; thence tangent from said curve North 89°00'00" East 88.00 feet to the beginning of a tangent curve concave northerly and having a radius of 113.00 feet; thence along said curve easterly 39.61 feet through a central angle of 20°05'00"; thence tangent from said curve North 68°55'00" East 133.50 feet to the beginning of a tangent curve concave northwesterly and having a radius of 113.00 feet; thence along said curve northeasterly 73.63 feet through a central angle of 37°20'00"; thence tangent from said curve North 31°35'00" East 23.66 feet to the northerly line of Parcel A described hereinbefore.

Said strip of land shall be lengthened or shortened so as to terminate northerly in said northerly line and shall terminate southerly in the following described line:

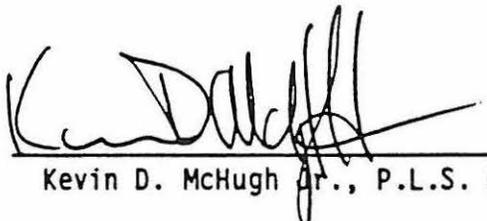
BEGINNING at said Point "D" said point being on a curve concave southerly and having a radius of 193.00 feet, a radial line of said curve from said point bears South 10°19'15" East; thence along said curve westerly 2.32 feet through a central angle of 00°41'17" to a point of reverse curvature with a curve concave northerly and having a radius of 187.00 feet, a radial line of said curve from said point bears North 11°00'32" West; thence along said curve westerly 37.84 feet through a central angle of 11°35'34" to the northwesterly line of last said 26.00 foot wide strip of land.

CONTAINING: 20.00 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.




Kevin D. McHugh Jr., P.L.S. 6310

SCALE 1" = 200'

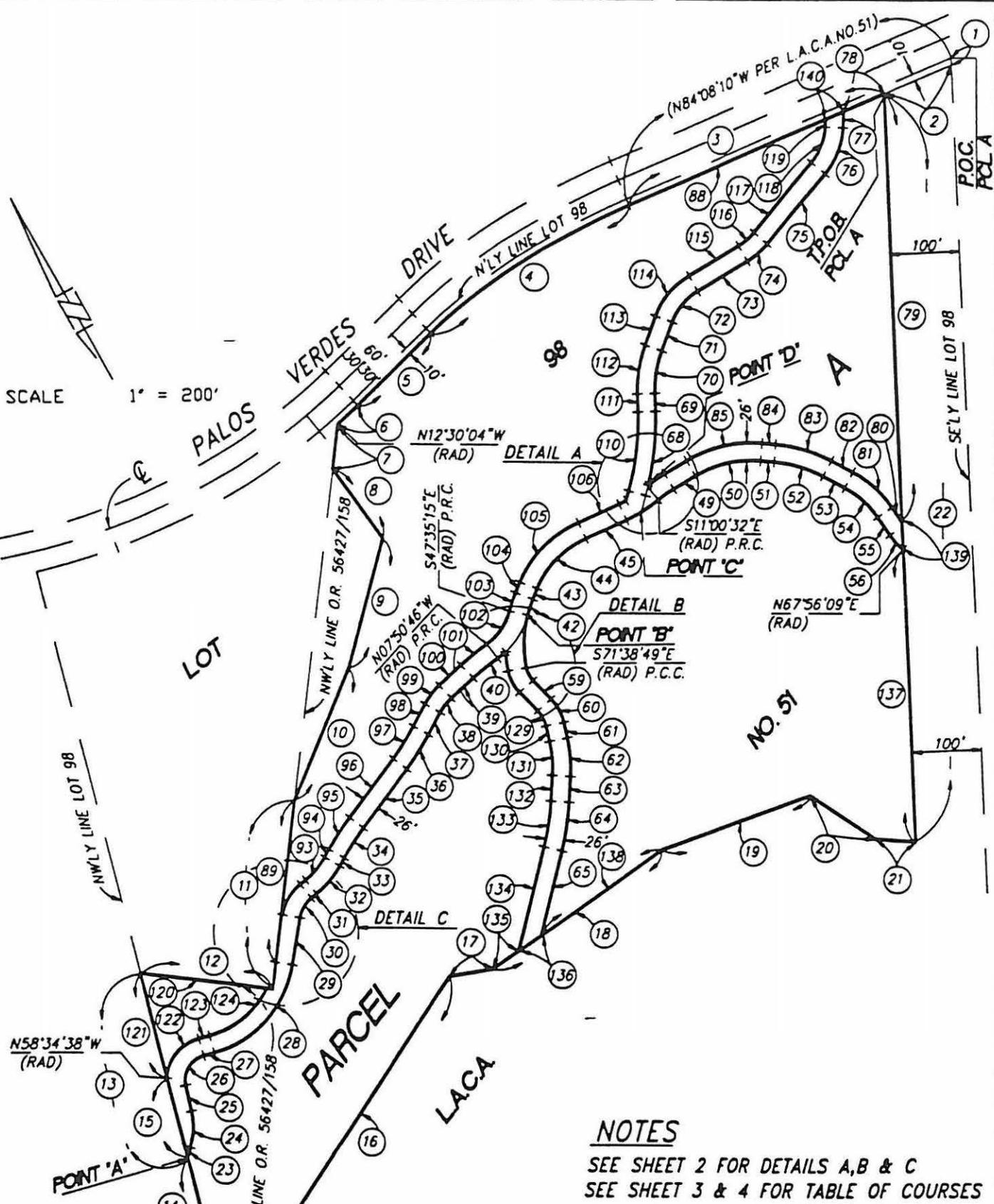


EXHIBIT "B"
 SKETCH TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 OCEAN TRAIL
 CONSERVATION EASEMENT
 CONTAINING 20.00 AC. ±

NOTES

SEE SHEET 2 FOR DETAILS A, B & C
 SEE SHEET 3 & 4 FOR TABLE OF COURSES

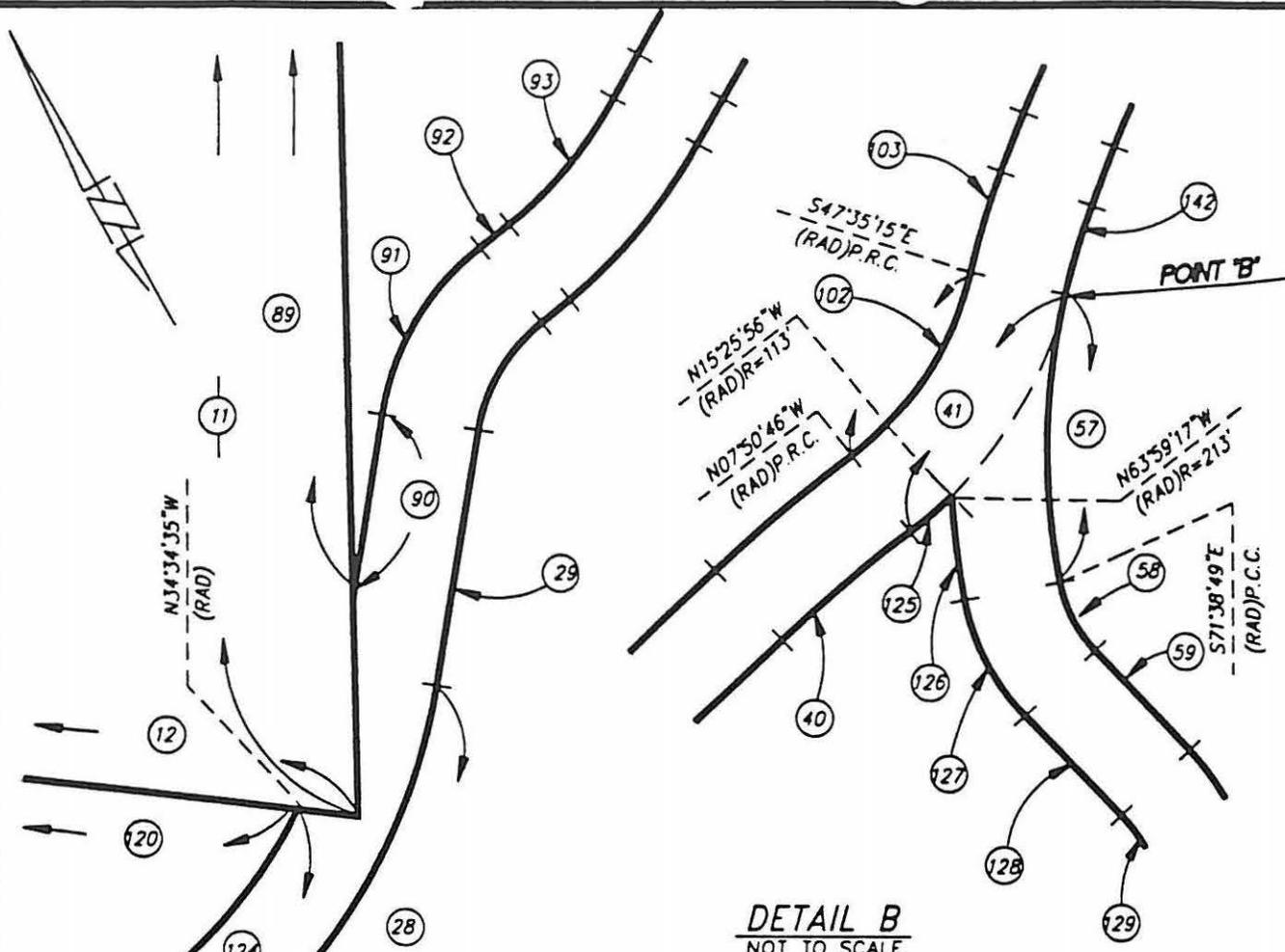
SHEET 1 OF 4 SHEETS



Robert Bein, William Frost & Associates
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
 14725 ALTON PARKWAY, SUITE, CALIFORNIA 92740-3027
 (714) 472-2020 FAX (714) 472-0272

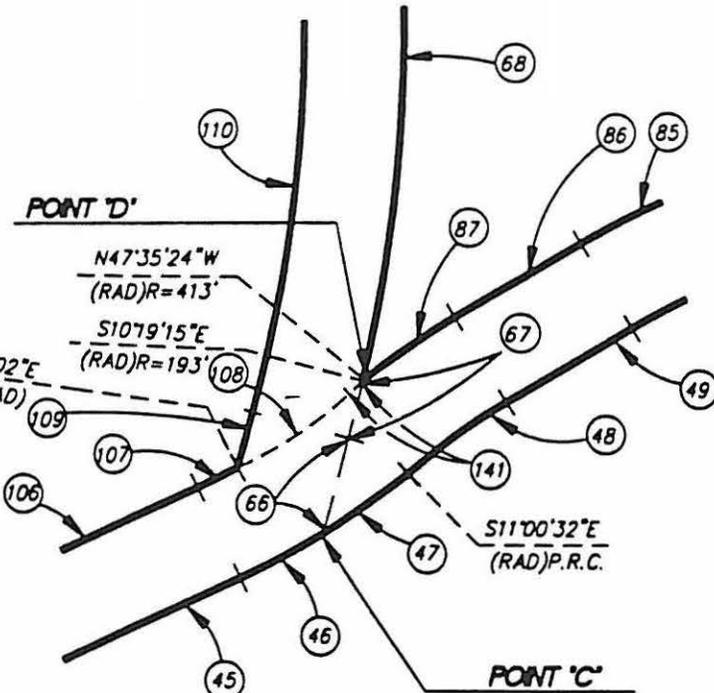
SEPT. 14, 1995

J.N. 31995



DETAIL C
NOT TO SCALE

DETAIL B
NOT TO SCALE



DETAIL A
NOT TO SCALE

NOTE
SEE SHEETS 3 & 4
FOR TABLE OF COURSES

EXHIBIT B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
OCEAN TRAIL
CONSERVATION EASEMENT
CONTAINING 20.00 AC. ±

SHEET 2 OF 4 SHEETS

Robert Bein, William Frost & Associates
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14700 ALTON PARKWAY, DOWIE, CALIFORNIA 92014-7027
(714) 470-2000 FAX (714) 470-8272



SEPT. 14, 1995

J.N. 31995

TABLE OF COURSES

1	S26°44'33"W	10.70'	
2	N84°07'21"W	107.02'	
3	N84°07'21"W	415.12'	
4	Δ=20°37'12"	R= 960.00'	L= 345.49'
5	S75°15'27"W	154.12'	
6	Δ=02°14'29"	R= 1040.00'	L= 40.68'
7	S35°38'07"W	66.52'	
8	S07°25'00"E	127.23'	
9	S43°55'00"W	199.86'	
10	S51°25'00"W	213.50'	
11	S35°38'07"W	280.80'	
12	N54°21'53"W	194.26'	
13	S14°56'57"W	279.44'	
14	S14°56'57"W	237.16'	
15	S14°56'57"W	120.46'	
16	N62°45'00"E	599.84'	
17	S71°05'00"E	62.33'	
18	N83°10'00"E	305.00'	
19	S80°45'00"E	236.00'	
20	S27°00'00"E	115.00'	
21	S57°00'00"E	59.12'	
22	N26°44'33"E	1104.34'	
23	N44°10'00"E	15.85'	
24	Δ=27°10'00"	R= 113.00'	L= 53.58'
25	N17°00'00"E	39.00'	
26	Δ=85°45'00"	R= 37.00'	L= 55.37'
27	S77°15'00"E	16.00'	
28	Δ=64°30'00"	R= 163.00'	L= 183.50'
29	N38°15'00"E	70.50'	
30	Δ=41°55'00"	R= 47.00'	L= 34.38'
31	N80°10'00"E	10.00'	
32	Δ=22°00'00"	R= 143.00'	L= 54.91'
33	N58°10'00"E	13.50'	
34	Δ=07°50'00"	R= 387.00'	L= 52.91'
35	N66°00'00"E	110.00'	
36	Δ=08°30'00"	R= 413.00'	L= 61.27'
37	N57°30'00"E	37.50'	
38	Δ=17°55'00"	R= 87.00'	L= 27.21'
39	N75°25'00"E	43.50'	
40	Δ=06°44'14"	R= 387.00'	L= 45.51'
41	Δ=39°44'29"	R= 113.00'	L= 78.38'
42	Δ=07°40'15"	R= 187.00'	L= 25.04'
43	N50°05'00"E	17.00'	
44	Δ=44°05'00"	R= 137.00'	L= 105.41'
45	S85°50'00"E	66.00'	
46	Δ=06°37'53"	R= 213.00'	L= 24.65'
47	Δ=08°32'39"	R= 213.00'	L= 31.76'
48	Δ=09°25'32"	R= 167.00'	L= 27.47'
49	N88°25'00"E	38.00'	
50	Δ=35°30'00"	R= 167.00'	L= 103.47'
51	S56°05'00"E	20.50'	
52	Δ=23°05'00"	R= 187.00'	L= 75.34'
53	S33°00'00"E	36.00'	
54	Δ=27°40'00"	R= 137.00'	L= 66.15'
55	S05°20'00"E	32.50'	
56	Δ=16°43'51"	R= 98.00'	L= 28.62'
57	Δ=24°03'34"	R= 187.00'	L= 78.52'
58	Δ=32°36'11"	R= 37.00'	L= 21.05'
59	S14°15'00"E	37.50'	
60	Δ=30°55'00"	R= 73.00'	L= 39.39'
61	S16°40'00"W	23.50'	
62	Δ=15°30'00"	R= 213.00'	L= 57.62'
63	S32°10'00"W	38.50'	
64	Δ=10°10'00"	R= 413.00'	L= 73.28'
65	S42°20'00"W	129.29'	
66	N44°35'00"E	25.71'	
67	Δ=02°10'24"	R= 413.00'	L= 15.67'
68	Δ=15°14'36"	R= 413.00'	L= 109.88'
69	N27°10'00"E	26.50'	
70	Δ=21°50'00"	R= 167.00'	L= 63.64'

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
OCEAN TRAIL
CONSERVATION EASEMENT

CONTAINING 20.00 AC. +

SEPT. 14, 1995



SHEET 3 OF 4 SHEETS
Robert Bein, William Frost & Associates
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11701 ALTON PARKWAY, DUBLIN, CALIFORNIA 94568-7007
(714) 479-2200 FAX (714) 479-0373

J.N. 31995

TABLE OF COURSES

71	N49°00'00"E		45.00'		
72	Δ=40°00'00"	R=	87.00'	L=	60.74'
73	N89°00'00"E		88.00'		
74	Δ=20°05'00"	R=	113.00'	L=	39.61'
75	N68°55'00"E		133.50'		
76	Δ=37°20'00"	R=	113.00'	L=	73.63'
77	N31°35'00"E		23.66'		
78	S84°07'21"E		65.50'		
79	S26°44'33"W		628.64'		
80	N05°20'00"W		25.85'		
81	Δ=27°40'00"	R=	163.00'	L=	78.71'
82	N33°00'00"W		36.00'		
83	Δ=23°05'00"	R=	213.00'	L=	85.81'
84	N56°05'00"W		20.50'		
85	Δ=35°30'00"	R=	193.00'	L=	119.58'
86	S88°25'00"W		38.00'		
87	Δ=08°44'15"	R=	193.00'	L=	29.43'
88	N84°07'21"W		320.76'		
89	S35°38'07"W		208.88'		
90	N38°15'00"E		38.68'		
91	Δ=41°55'00"	R=	73.00'	L=	53.41'
92	N80°10'00"E		10.00'		
93	Δ=22°00'00"	R=	117.00'	L=	44.92'
94	N58°10'00"E		13.50'		
95	Δ=07°50'00"	R=	413.00'	L=	56.46'
96	N66°00'00"E		110.00'		
97	Δ=08°30'00"	R=	387.00'	L=	57.41'
98	N57°30'00"E		37.50'		
99	Δ=17°55'00"	R=	113.00'	L=	35.34'
100	N75°25'00"E		43.50'		
101	Δ=06°44'14"	R=	413.00'	L=	48.56'
102	Δ=39°44'29"	R=	87.00'	L=	60.34'
103	Δ=07°40'15"	R=	213.00'	L=	28.52'
104	N50°05'00"E		17.00'		
105	Δ=44°05'00"	R=	163.00'	L=	125.41'
106	S85°50'00"E		66.00'		
107	Δ=03°34'58"	R=	187.00'	L=	11.69'
108	Δ=11°35'34"	R=	187.00'	L=	37.84'
109	N44°35'00"E		15.09'		
110	Δ=17°25'00"	R=	387.00'	L=	117.64'
111	N27°10'00"E		26.50'		
112	Δ=21°50'00"	R=	193.00'	L=	73.55'
113	N49°00'00"E		45.00'		
114	Δ=40°00'00"	R=	113.00'	L=	78.89'
115	N89°00'00"E		88.00'		
116	Δ=20°05'00"	R=	87.00'	L=	30.50'
117	N68°55'00"E		133.50'		
118	Δ=37°20'00"	R=	87.00'	L=	56.69'
119	N31°35'00"E		11.14'		
120	N54°21'53"W		184.86'		
121	S14°56'57"W		158.98'		
122	Δ=71°19'38"	R=	63.00'	L=	78.43'
123	S77°15'00"E		16.00'		
124	Δ=47°19'35"	R=	137.00'	L=	113.16'
125	Δ=07°35'10"	R=	113.00'	L=	14.96'
126	Δ=07°39'32"	R=	213.00'	L=	28.47'
127	Δ=32°36'11"	R=	63.00'	L=	35.85'
128	S14°15'00"E		37.50'		
129	Δ=30°55'00"	R=	47.00'	L=	25.36'
130	S16°40'00"W		23.50'		
131	Δ=15°30'00"	R=	187.00'	L=	50.59'
132	S32°10'00"W		38.50'		
133	Δ=10°10'00"	R=	387.00'	L=	68.67'
134	S42°20'00"W		159.37'		
135	N83°10'00"E		45.43'		
136	N83°10'00"E		39.77'		
137	S26°44'33"W		434.55'		
138	S83°10'00"W		219.80'		
139	N26°44'33"E		41.15'		
140	N84°07'21"W		28.86'		
141	Δ=00°41'17"	R=	193.00'	L=	2.32'

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
OCEAN TRAIL
CONSERVATION EASEMENT

CONTAINING 20.00 AC. +

SEPT. 14, 1995



Robert Bein, William Frost & Associates
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(714) 472-1000 FAX (714) 472-0373

SHEET 4 OF 4 SHEETS

J.N. 31995

Exhibit A - 4 Conservation Easement
Switchback Property

September 8, 1994

Ms. Linda Dawes
U.S. Fish and Wildlife Service
2730 Loker Avenue
Carlsbad, CA 92008

and

Ms. Cheryl Heffley
California Department of Fish and Game
330 Golden Shore, Suite 50
Long Beach, CA 90802

DRAFT

**RE: OCEAN TRAILS HCP CONSERVATION EASEMENT
FOR THE CITY SWITCHBACK PROPERTY**

Dear Ms. Dawes and Ms. Heffley:

On March 16, 1993 the City of Rancho Palos Verdes City Council unanimously approved a resolution creating a conservation easement over the City owned property generally known as the Switchback area. This resolution (attached) came at the request of the California Coastal Commission Staff requiring an approved resolution prior to the Ocean Trails development proposal being presented to the Coastal Commissioners.

This Switchback property includes lands within Tract 32574 Lots 25 and 26, and is 94.5 gross acres in size, 102.0 acres including the 7.5 Acre P.V. Drive East right-of-way (see attached tract map). The property is currently zoned open space hazard which rules out development, and is a component to the Habitat Conservation Plan associated with the Ocean Trails Development Plan.

Upon review and approval of the Ocean Trails HCP and subsequent receipt of a 10(A) permit from the United States Fish and Wildlife Service, the City is ready to take immediate action to record a conservation easement grant between the City, Owners/Applicants of the Ocean Trails Development and Department of Fish and Game and/or other respective agency(s).

This conservation easement agreement will include a grant and a legal metes and bounds description, all of which will be reviewed by the City, respective agencies involved and the costs of which will be burdened by the Owner/Applicant of the Ocean Trails Development.

If you have any questions or concerns over this conservation easement, please contact me.

Sincerely,

Paul Bussey
City Manager, Rancho Palos Verdes

Attachments

TRACT NO. 32574

IN THE CITY OF RANCHO PALOS VERDES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SOUTH BAY ENGINEERING CORPORATION

FIELD NOTES AND
COUNTY RECORDS
APR 11 1971

CURVE DATA:

NO.	R	A	L	T
1	1000.00	70°14'21"	1231.76	787.71
2	979.00	70°14'21"	1204.00	856.40
3	1000.00	20°37'12"	379.87	181.01
4	1000.00	20°37'12"	379.88	181.01
5	445.00	40°57'21"	372.40	196.81
6	400.00	40°57'21"	352.41	184.81
7	400.00	40°57'21"	350.00	200.00
8	2001.00	4°17'00"	648.00	200.00
9	2000.00	4°17'00"	648.00	200.00
10	2000.00	4°17'00"	648.00	200.00
11	2000.00	4°17'00"	648.00	200.00
12	2000.00	4°17'00"	648.00	200.00
13	2000.00	4°17'00"	648.00	200.00
14	2000.00	4°17'00"	648.00	200.00
15	2000.00	4°17'00"	648.00	200.00
16	2000.00	4°17'00"	648.00	200.00
17	2000.00	4°17'00"	648.00	200.00
18	2000.00	4°17'00"	648.00	200.00
19	2000.00	4°17'00"	648.00	200.00
20	2000.00	4°17'00"	648.00	200.00
21	2000.00	4°17'00"	648.00	200.00
22	2000.00	4°17'00"	648.00	200.00
23	2000.00	4°17'00"	648.00	200.00
24	2000.00	4°17'00"	648.00	200.00
25	2000.00	4°17'00"	648.00	200.00
26	2000.00	4°17'00"	648.00	200.00
27	2000.00	4°17'00"	648.00	200.00
28	2000.00	4°17'00"	648.00	200.00
29	2000.00	4°17'00"	648.00	200.00
30	2000.00	4°17'00"	648.00	200.00
31	2000.00	4°17'00"	648.00	200.00
32	2000.00	4°17'00"	648.00	200.00
33	2000.00	4°17'00"	648.00	200.00
34	2000.00	4°17'00"	648.00	200.00
35	2000.00	4°17'00"	648.00	200.00
36	2000.00	4°17'00"	648.00	200.00
37	2000.00	4°17'00"	648.00	200.00
38	2000.00	4°17'00"	648.00	200.00
39	2000.00	4°17'00"	648.00	200.00
40	2000.00	4°17'00"	648.00	200.00
41	2000.00	4°17'00"	648.00	200.00
42	2000.00	4°17'00"	648.00	200.00
43	2000.00	4°17'00"	648.00	200.00
44	2000.00	4°17'00"	648.00	200.00
45	2000.00	4°17'00"	648.00	200.00
46	2000.00	4°17'00"	648.00	200.00
47	2000.00	4°17'00"	648.00	200.00
48	2000.00	4°17'00"	648.00	200.00
49	2000.00	4°17'00"	648.00	200.00
50	2000.00	4°17'00"	648.00	200.00
51	2000.00	4°17'00"	648.00	200.00
52	2000.00	4°17'00"	648.00	200.00
53	2000.00	4°17'00"	648.00	200.00
54	2000.00	4°17'00"	648.00	200.00
55	2000.00	4°17'00"	648.00	200.00
56	2000.00	4°17'00"	648.00	200.00
57	2000.00	4°17'00"	648.00	200.00
58	2000.00	4°17'00"	648.00	200.00
59	2000.00	4°17'00"	648.00	200.00
60	2000.00	4°17'00"	648.00	200.00
61	2000.00	4°17'00"	648.00	200.00
62	2000.00	4°17'00"	648.00	200.00
63	2000.00	4°17'00"	648.00	200.00
64	2000.00	4°17'00"	648.00	200.00
65	2000.00	4°17'00"	648.00	200.00
66	2000.00	4°17'00"	648.00	200.00
67	2000.00	4°17'00"	648.00	200.00
68	2000.00	4°17'00"	648.00	200.00
69	2000.00	4°17'00"	648.00	200.00
70	2000.00	4°17'00"	648.00	200.00
71	2000.00	4°17'00"	648.00	200.00
72	2000.00	4°17'00"	648.00	200.00
73	2000.00	4°17'00"	648.00	200.00
74	2000.00	4°17'00"	648.00	200.00
75	2000.00	4°17'00"	648.00	200.00
76	2000.00	4°17'00"	648.00	200.00
77	2000.00	4°17'00"	648.00	200.00
78	2000.00	4°17'00"	648.00	200.00
79	2000.00	4°17'00"	648.00	200.00
80	2000.00	4°17'00"	648.00	200.00
81	2000.00	4°17'00"	648.00	200.00
82	2000.00	4°17'00"	648.00	200.00
83	2000.00	4°17'00"	648.00	200.00
84	2000.00	4°17'00"	648.00	200.00
85	2000.00	4°17'00"	648.00	200.00
86	2000.00	4°17'00"	648.00	200.00
87	2000.00	4°17'00"	648.00	200.00
88	2000.00	4°17'00"	648.00	200.00
89	2000.00	4°17'00"	648.00	200.00
90	2000.00	4°17'00"	648.00	200.00
91	2000.00	4°17'00"	648.00	200.00
92	2000.00	4°17'00"	648.00	200.00
93	2000.00	4°17'00"	648.00	200.00
94	2000.00	4°17'00"	648.00	200.00
95	2000.00	4°17'00"	648.00	200.00
96	2000.00	4°17'00"	648.00	200.00
97	2000.00	4°17'00"	648.00	200.00
98	2000.00	4°17'00"	648.00	200.00
99	2000.00	4°17'00"	648.00	200.00
100	2000.00	4°17'00"	648.00	200.00

NOTE: ALL OF LOTS 25 AND 26 SUBJECT TO RESTRICTED USE AND FLOOD HAZARD.

LEGEND: _____ INDICATES THE BOUNDARY OF LAND AS PER SUBDIVISION OF THIS MAP

CURVE DATA (CONT.):

NO.	R	A	L	T
101	2000.00	4°17'00"	648.00	200.00
102	2000.00	4°17'00"	648.00	200.00
103	2000.00	4°17'00"	648.00	200.00
104	2000.00	4°17'00"	648.00	200.00
105	2000.00	4°17'00"	648.00	200.00
106	2000.00	4°17'00"	648.00	200.00
107	2000.00	4°17'00"	648.00	200.00
108	2000.00	4°17'00"	648.00	200.00
109	2000.00	4°17'00"	648.00	200.00
110	2000.00	4°17'00"	648.00	200.00
111	2000.00	4°17'00"	648.00	200.00
112	2000.00	4°17'00"	648.00	200.00
113	2000.00	4°17'00"	648.00	200.00
114	2000.00	4°17'00"	648.00	200.00
115	2000.00	4°17'00"	648.00	200.00
116	2000.00	4°17'00"	648.00	200.00
117	2000.00	4°17'00"	648.00	200.00
118	2000.00	4°17'00"	648.00	200.00
119	2000.00	4°17'00"	648.00	200.00
120	2000.00	4°17'00"	648.00	200.00
121	2000.00	4°17'00"	648.00	200.00
122	2000.00	4°17'00"	648.00	200.00
123	2000.00	4°17'00"	648.00	200.00
124	2000.00	4°17'00"	648.00	200.00
125	2000.00	4°17'00"	648.00	200.00
126	2000.00	4°17'00"	648.00	200.00
127	2000.00	4°17'00"	648.00	200.00
128	2000.00	4°17'00"	648.00	200.00
129	2000.00	4°17'00"	648.00	200.00
130	2000.00	4°17'00"	648.00	200.00
131	2000.00	4°17'00"	648.00	200.00
132	2000.00	4°17'00"	648.00	200.00
133	2000.00	4°17'00"	648.00	200.00
134	2000.00	4°17'00"	648.00	200.00
135	2000.00	4°17'00"	648.00	200.00
136	2000.00	4°17'00"	648.00	200.00
137	2000.00	4°17'00"	648.00	200.00
138	2000.00	4°17'00"	648.00	200.00
139	2000.00	4°17'00"	648.00	200.00
140	2000.00	4°17'00"	648.00	200.00
141	2000.00	4°17'00"	648.00	200.00
142	2000.00	4°17'00"	648.00	200.00
143	2000.00	4°17'00"	648.00	200.00
144	2000.00	4°17'00"	648.00	200.00
145	2000.00	4°17'00"	648.00	200.00
146	2000.00	4°17'00"	648.00	200.00
147	2000.00	4°17'00"	648.00	200.00
148	2000.00	4°17'00"	648.00	200.00
149	2000.00	4°17'00"	648.00	200.00
150	2000.00	4°17'00"	648.00	200.00
151	2000.00	4°17'00"	648.00	200.00
152	2000.00	4°17'00"	648.00	200.00
153	2000.00	4°17'00"	648.00	200.00
154	2000.00	4°17'00"	648.00	200.00
155	2000.00	4°17'00"	648.00	200.00
156	2000.00	4°17'00"	648.00	200.00
157	2000.00	4°17'00"	648.00	200.00
158	2000.00	4°17'00"	648.00	200.00
159	2000.00	4°17'00"	648.00	200.00
160	2000.00	4°17'00"	648.00	200.00
161	2000.00	4°17'00"	648.00	200.00
162	2000.00	4°17'00"	648.00	200.00
163	2000.00	4°17'00"	648.00	200.00
164	2000.00	4°17'00"	648.00	200.00
165	2000.00	4°17'00"	648.00	200.00
166	2000.00	4°17'00"	648.00	200.00
167	2000.00	4°17'00"	648.00	200.00
168	2000.00	4°17'00"	648.00	200.00
169	2000.00	4°17'00"	648.00	200.00
170	2000.00	4°17'00"	648.00	200.00
171	2000.00	4°17'00"	648.00	200.00
172	2000.00	4°17'00"	648.00	200.00
173	2000.00	4°17'00"	648.00	200.00
174	2000.00	4°17'00"	648.00	200.00
175	2000.00	4°17'00"	648.00	200.00
176	2000.00	4°17'00"	648.00	200.00
177	2000.00	4°17'00"	648.00	200.00
178	2000.00	4°17'00"	648.00	200.00
179	2000.00	4°17'00"	648.00	200.00
180	2000.00	4°17'00"	648.00	200.00
181	2000.00	4°17'00"	648.00	200.00
182	2000.00	4°17'00"	648.00	200.00
183	2000.00	4°17'00"	648.00	200.00
184	2000.00	4°17'00"	648.00	200.00
185	2000.00	4°17'00"	648.00	200.00
186	2000.00	4°17'00"	648.00	200.00
187	2000.00	4°17'00"	648.00	200.00
188	2000.00	4°17'00"	648.00	200.00
189	2000.00	4°17'00"	648.00	200.00
190	2000.00	4°17'00"	648.00	200.00
191	2000.00	4°17'00"	648.00	200.00
192	2000.00	4°17'00"	648.00	200.00
193	2000.00	4°17'00"	648.00	200.00
194	2000.00	4°17'00"	648.00	200.00
195	2000.00	4°17'00"	648.00	200.00
196	2000.00	4°17'00"	648.00	200.00
197	2000.00	4°17'00"	648.00	200.00
198	2000.00	4°17'00"	648.00	200.00
199	2000.00	4°17'00"	648.00	200.00
200	2000.00	4°17'00"	648.00	200.00

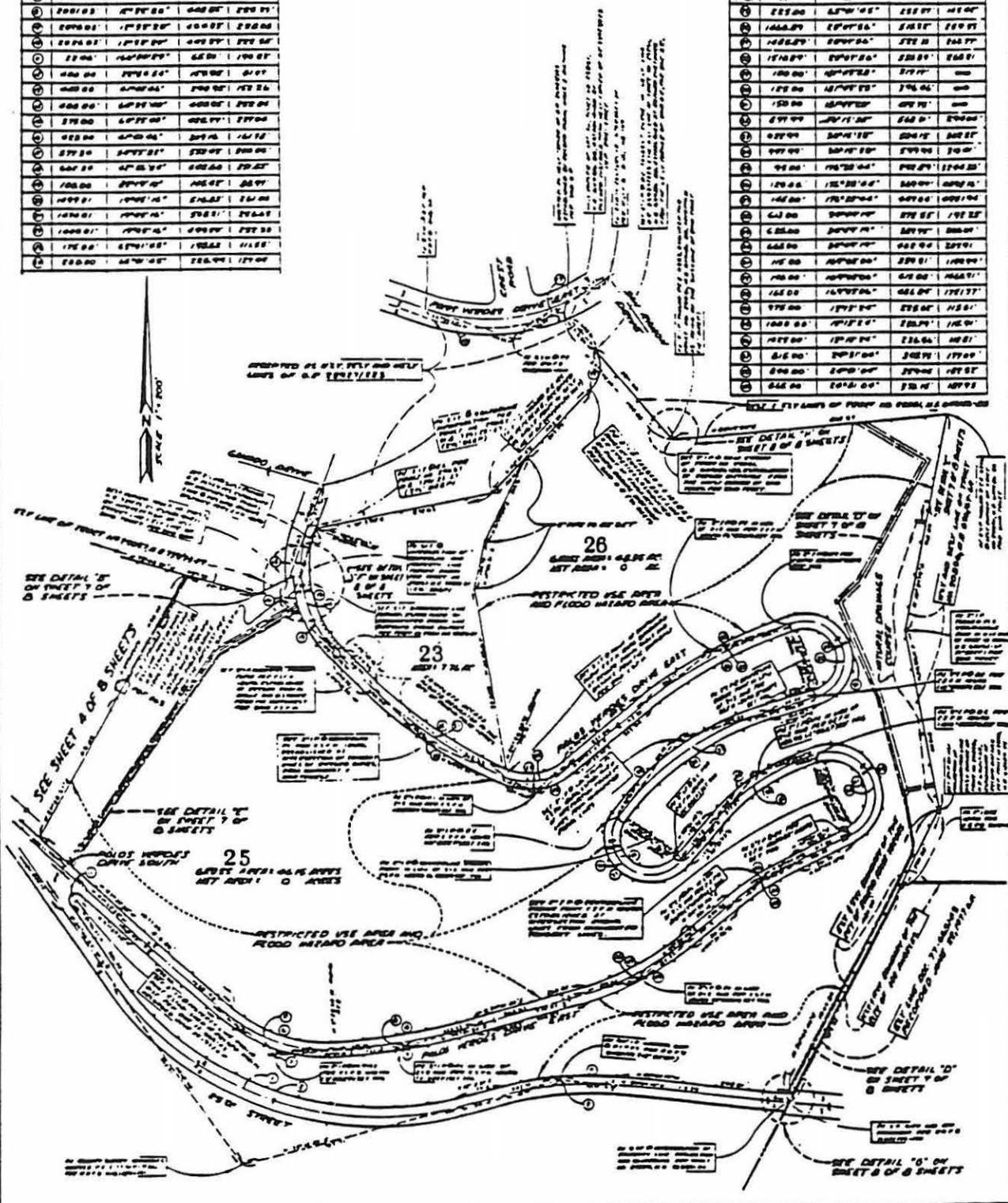


Exhibit B Habitat Conservation Plan
Under Separate Cover

**OCEAN TRAILS
RESIDENTIAL AND GOLF COMMUNITY**

**COASTAL SAGE SCRUB AND SENSITIVE SPECIES
HABITAT CONSERVATION PLAN**

Submitted by:

**PALOS VERDES LAND HOLDINGS COMPANY
and
ZUCKERMAN BUILDING COMPANY**

25200 La Paz Road, Suite 200
Laguna Hills, CA 92653
(714) 586-4400

February 1996

Exhibit B
(To February 1996 Implementing Agreement)

Exhibit C Conservation Easement Grant

RECORDING REQUESTED BY:)
MAIL TO:)
)
)
)
)
)
)

Above Space for Recorder's Use

CONSERVATION EASEMENT GRANT

THIS CONSERVATION EASEMENT GRANT is made this _____ day of _____, 19____ by _____, a (_____) ("Grantor"), in favor of _____, (_____), ("Grantee").

WITNESSETH:

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

WHEREAS, the Property possesses wildlife and native habitat values (collectively, "conservation values") of great importance to Grantor, the people of Los Angeles County, the people of the State of California, and the people of the United States; and

WHEREAS, pursuant to that certain Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan ("HCP") and related Implementing Agreement ("Implementing Agreement") among Palos Verdes Land Holdings Company, Zuckerman Building Company, the United States Fish and Wildlife Service ("USFWS"), the California Department of Fish and Game ("CDFG") and the City of Rancho Palos Verdes, the Grantor desires to transfer and convey to Grantee and Grantee desires to accept the Conservation Easement described hereinbelow, on and subject to the terms and conditions set forth below; and

WHEREAS, the property provides high quality habitat for the coastal California gnatcatcher and other sensitive species and contains native (grasslands, riparian areas and coastal sage scrub); and

WHEREAS, the Department of Fish and Game has, pursuant to the Fish and Game Code Section 1802, jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable population of those species; and

WHEREAS, Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and to protect in perpetuity the conservation values of the Property in accordance with the terms of this Conservation Easement for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and Civil Code Section 815, et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retain forever in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Easement and the provisions of the HCP and Implementing Agreement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

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

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Easement; provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the habitat conservation purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

(d) All mineral, air and water rights required to protect and to sustain the biological resources of the easement lands.

(e) All present and future development rights.

3. Prohibited Uses. Any activity on or use if the Property inconsistent with the habitat conservation purposes of this Easement is prohibited. Without limiting the generality if the foregoing, unseasonal watering, use of herbicides, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the preservation purposes of this Easement are prohibited. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the biological values of the land. Grantor shall not authorize the use by Grantor, Grantor's agents, or any third party of off-road vehicles, grazing or surface entry for exploration or extraction or minerals.

4. 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 permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Remedies. In addition to any and all remedies available to Grantee in law or in equity, Grantor intends that the remedies set forth in this section shall be available to Grantee and to the USFWS, as an expressly identified third party beneficiary of this Grant. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within fifteen (15) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a fifteen (15) days period, fail to begin curing such violation within the fifteen (15) days period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances required immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving the inadequacy of otherwise available legal remedies. Grantee's remedies in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Furthermore, the provisions of Civil Code section 815, et seq., are incorporated herein by this reference and this grant is made subject to all of the rights and remedies set forth therein. If at any time in the future Grantor or any subsequent transferee uses or threatens to use such lands for purposes not in conformance with the stated conservation purpose contained herein, notwithstanding Civil Code section 815, et seq., California Attorney General , the United States, acting through the USFWS or third-party entities organized for conservation purposes have standing as interested parties in any proceeding affecting this Easement.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs or restoration necessitated by Grantor's violation or negligence under the terms of this Easement shall be borne by Grantor.

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

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

6. Fence Installation and Maintenance. Grantor shall install and maintain a fence around the easement area where necessary to protect the conservation purposes contained in this Easement.

7. Access. This agreement does not convey a general right of access to the public; however, access for scientific research and interpretive purposes shall be reserved to the Grantee, USFWS or to the designee of the Grantee.

8. Costs of Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind including transfer costs, costs of title and documentation review, expenses incurred from other state agency reviews, and costs related to the ownership, operation, upkeep, and maintenance of the Property.

8.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8.2 Condemnation. The habitat conservation purposes are presumed to be the best and most necessary public use as defined at CCP section 1240.680 notwithstanding CCP section 1240.690 and 1240.700.

9. Assignment. This Easement is transferable, but Grantee shall not assign, modify or abandon its rights and obligation under this Easement without the prior written consent of the USFWS. Grantee may assign its rights and obligation under this Easement only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Civil Code section 815, et seq., (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out and notice of such restriction shall be recorded in the county where the property is located. Grantee shall give Grantor and USFWS at least thirty (30) days prior written notice of the proposed transfer.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest, Grantor further agrees to give written notice to Grantee and USFWS of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee and USFWS shall approve all transfers to insure that all subsequent claimants or transfers have notice of the included restrictions. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. Estoppel Certificates. Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

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

To Grantor: _____

To Grantee: Department of Fish and Game
Region _____
_____, California

Department of Fish and Game
Legal Affairs Division
1416 Ninth Street, 12th Floor
P.O. Box 944209
Sacramento, California 95814-2090

To USFWS: Field Supervisor
United States Fish and Wildlife Service
2730 Loker Avenue West
Carlsbad, California 92028

or to such other address as either party from time to time shall designate by written notice to the other.

13. Recordation. Grantor shall promptly record this instrument in the official records of Los Angeles County, California and immediately notify the Grantee through the mailing of a conformed copy of the recorded easement. Grantee may record it at any time as may required to preserve its rights in this Easement.

14. General Provisions.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose 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 Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

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

(f) Successors. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall mean the above-named Grantor, its heirs, successors, assigns, affiliates and designers. The term "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantee and any successors and assigns, and the USFWS as a third party beneficiary identified in this Easement Grant. The Covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) 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 construction or interpretation.

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

(i) Modifications. Any alterations, changes or modifications of or to this Easement, including any attempt to abandon or release the Easement, to be effective, shall require the prior written approval of USFWS, shall be made in writing and shall be executed by both Grantor and Grantee.

IN WITNESS WHEREOF Grantor and Grantee have entered into this Easement the day and year first above written.

GRANTOR:

GRANTEE:

(Name and Address)

(Name and Address)

BY: _____
(TITLE)

BY: _____
(TITLE)

Approved as to form:

BY: - _____
Craig Manson
General Counsel
California Department
of Fish and Game

- SPACE FOR NOTARIZATION -

Exhibit D Resolution No. 93 - 26
Resolution No. 95 - 60

RESOLUTION NO. 93-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES CONSENTING TO THE RECORDING OF A PERMANENT OPEN SPACE CONSERVATION EASEMENT OVER CERTAIN CITY-OWNED PROPERTY AND DIRECTING THAT NECESSARY AGREEMENTS BE PREPARED

WHEREAS, Palos Verdes Land Holdings Company and the Zuckerman family (collectively, "applicants") have filed an application to develop a golf course and single-family residences in the City of Rancho Palos Verdes in Coastal Subregion 7; and

WHEREAS, the City Council of the City of Rancho Palos Verdes has approved said development application; and

WHEREAS, the applicants have consulted with the City in the development of a Habitat Enhancement Plan to mitigate the displacement of coastal California gnatcatchers and cactus wrens, the removal of coastal sage scrub habitat, and other environmental impacts associated with the proposed development; and

WHEREAS, parts of those certain parcels of City-owned property commonly known as the "switchback" area have been identified as an excellent site for mitigation efforts due to the fact that gnatcatchers and cactus wrens have been observed foraging in the cactus sage scrub habitat existing on the property; and

WHEREAS, the City-owned parcels identified in this Resolution as sites for mitigation efforts each lie wholly within both a Restricted Use Area and Flood Hazard Area; and

WHEREAS, the City of Rancho Palos Verdes is committed to retaining the parcels identified in this Resolution in their natural, open space condition in perpetuity in order to protect the coastal sage scrub habitat, and so that the environmental impacts of the proposed development may be mitigated;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Rancho Palos Verdes consents to the recording of a permanent, open-space conservation easement, as defined in Chapter 4 of Part 2 of Division 2 (commencing with Section 815) of the California Civil Code, across those certain parcels of City-owned property identified as Lots 25 and 26 of Tract 32574, consisting of 46.15 acres, and of 48.35 acres, respectively, for the purpose of retaining the natural open-space condition of the property, so that coastal sage scrub habitat may be protected and enhanced as

part of the Habitat Enhancement Plan of the Ocean Trails development proposal.

Section 2. The permanent, open-space conservation easement shall take the form of a deed restriction recorded by the City of Rancho Palos Verdes, with the Registrar/Recorder of Los Angeles County. The deed restriction shall provide that neither the City of Rancho Palos Verdes nor any successive owner of the property will undertake any action or use of the property that would in any way adversely impact the property's natural, open-space condition, or the conservation easement established by this Resolution.

Section 3. The City Manager and City Attorney are directed to prepare the documentation necessary to record the permanent open-space conservation easement, and to present such documents to the City Council for approval prior to recording.

Section 4. The City Manager and City Attorney are further directed to negotiate an agreement with the applicants to compensate the City for the property rights the City will relinquish as a consequence of agreeing to record the permanent open-space conservation easement across its property, and to present the agreement to the City Council for approval prior to execution.

Section 5. The City Manager and City Attorney are further directed to negotiate an agreement with the applicants and any appropriate State or Federal agency that provides for the funding and performance of both initial and permanent habitat improvement and maintenance on the site, and to present the agreement to the City Council for approval.

PASSED, APPROVED and ADOPTED this 16th day of March, 1993.

/S/ SUSAN BROOKS
MAYOR

ATTEST:

/S/ JO PURCELL
CITY CLERK

State of California)
County of Los Angeles) ss
City of Rancho Palos Verdes)

I, JO PURCELL, City Clerk of the City of Rancho Palos Verdes, hereby certify that the above Resolution No. 93-26 was duly and regularly adopted by the City Council of the City of Rancho Palos Verdes at a regular meeting thereof held on March 16, 1993.

Jo Purcell
CITY CLERK
CITY OF RANCHO PALOS VERDES

RESOLUTION NO. 95-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 1995-96 FISCAL YEAR IN CONNECTION WITH CITYWIDE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to prior resolutions, the City Council of the City of Rancho Palos Verdes initiated proceedings for and declared its intention to levy an assessment against lots and parcels of property within Citywide Landscaping and Lighting Maintenance District (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code, for the fiscal year commencing July 1, 1995 and ending June 30, 1996, and ordered the Engineer, Berryman & Henigar, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 1995-96 to pay for the costs and expenses of the improvements described in Section 4 hereof pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear and be heard regarding protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons. All protests and objections to the levy and collection of the proposed assessment for fiscal year 1995-96 are hereby overruled by the City Council.

Section 3. Based upon its review of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, and other reports and information, the City Council hereby finds and determines that (i) the land within the District will be benefitted by the improvements described in Section 4 hereof and in such Engineer's Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the 1995-96 fiscal year in accordance with the Engineer's Report, described above, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

Section 4. The City Council hereby orders the proposed improvements to be made as described in the Engineer's Report, which improvements are briefly described as follows: the operation, maintenance and servicing of landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems; the operation, maintenance and servicing of public lighting facilities, including traffic signals, and appurtenant facilities; and the operation, maintenance and servicing of park and recreational improvements, including lights, athletic fields, playgrounds, playground equipment, public restrooms, park furniture, site amenities and appurtenant facilities, and hereby confirms the diagram and assessment set forth in the Engineer's Report as filed.

Section 5. The assessment is in compliance with the provisions of the Act and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act.

Section 6. The assessment is levied without regard to property valuation.

Section 7. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 8. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 4 hereof for fiscal year 1995-96.

Section 9. The improvements described in Section 4 hereof shall be performed pursuant to law and the County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 10. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as Improvement Fund, Citywide Landscaping and Lighting Maintenance District.

Section 11. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 1995 and ending June 30, 1996.

**CALIFORNIA ENDANGERED SPECIES ACT
MANAGEMENT AUTHORIZATION**

**FOR THE
OCEAN TRAILS PROJECT**

**IN
CITY OF RANCHO PALOS VERDES
LOS ANGELES COUNTY**

**PALOS VERDES LAND HOLDINGS COMPANY
AND
ZUCKERMAN BUILDING COMPANY**

(Tracking No. 2081-1995-013-5)

SUMMARY

The Palos Verdes Land Holdings Company and Zuckerman Building Company (collectively referred to as the "Applicants") have requested a Management Authorization ("MA") pursuant to California Fish and Game Code §2081 for the proposed Ocean Trails Habitat Conservation Plan ("OTHCP") located in the City of Rancho Palos Verdes on the Palos Verdes Peninsula, Los Angeles County.

The Applicants propose to manage for conservation purposes the following eight (8) species ("Plan Species") in accordance with the OTHCP, which is made binding on the Applicants by the Implementing Agreement ("IA"):

Birds

1. Coastal California gnatcatcher (*Polioptera californica californica*)
2. Cactus Wren (*Campyloryhncus brunneicapillus cousei*)

Plants

3. Aphanisma (*Aphanisma blitoides*)
4. Bright-eyed dudleya (*Dudleya viren*)
5. Catalina mariposa lily (*Calochortus catalinae*)
6. Ocean locoweed (*Astragalus trichopodus* var. *lonchus*)
7. Seaside calandrinia (*Calandrinia maritima*)
8. South coast saltscale (*Atriplex pacifica*)

The OTHCP addresses the potential impacts of development, natural habitat loss and species endangerment and creates a plan to mitigate impacts to the Plan Species and their habitats due to direct and indirect impacts on lands within the OTHCP area ("Plan Area"). The 384.4 acre Plan Area provides for the acquisition, preservation, maintenance, and restoration of a total of 206.7 acres of natural and open space lands for the protection and conservation of the Plan Species.

PROJECT LOCATION

The Plan Area is located in Los Angeles County in the City of Rancho Palos Verdes on the Palos Verdes Peninsula, approximately 25 miles south of downtown Los Angeles. Specifically, the property is located between Palos Verdes Drive south and the Pacific Ocean, and generally between the Portuguese Bend Club on the west and Shoreline Park on the east. The property is surrounded by urban development on three sides and consists of generally open areas and approximately 1.2 miles of coastline.

PROJECT DESCRIPTION

The Applicants desire to construct home sites, low-income housing units, a public golf course, public parks, parking, and public trails within the Plan Area. The OTHCP and IA also include the set-aside, management and revegetation of natural habitats in the coastal bluff open space preserve and other open space preserve lands. These activities are referred to in this MA as "the Project."

HABITAT DESCRIPTION

The natural vegetative communities found in the Plan Area consists of coastal sage scrub, coastal bluff scrub, southern cactus scrub, riparian scrub, baccharis scrub, and disturbed habitat. The Plan Area has been used for agriculture, tenant farming and military operations.

PROJECT IMPACTS

The impacts of the proposed Project on the Plan Species are described in the OTHCP.

PLAN SPECIES

Based on recorded observations and data compiled for the OTHCP, all of the Plan Species are known to occur within the Plan Area. Species accounts and site location information are detailed in the OTHCP.

EFFECTS ON PLAN SPECIES

The Plan Species will be subject to direct and indirect adverse impacts and take associated with Project activities covered by the OTHCP. The areas where primary impacts to the Plan Species will occur are identified in the OTHCP.

HABITAT MANAGEMENT LANDS

Under the OTHCP and terms of the IA, the Applicants shall acquire and transfer to the Department or to an entity approved by the Department a conservation easement over 114.5 acres, and shall preserve and maintain 118.5 acres of onsite natural habitat and open space areas. All terms and conditions of the conservation easement must be approved by the Department. The Applicants shall provide a recent preliminary title report and initial hazardous materials survey report for the land to be protected by the conservation easement. All documents conveying a conservation easement or other interest in real property to the Department are subject to the approval of the Department, the Department of General Services and, if applicable, the Fish and Game Commission.

Applicants shall also reimburse the Department for reasonable expenses incurred by the Department as a result of its approval and implementation of the Project, including costs of title and documentation review, expenses incurred from other state agency reviews, and overhead. This Project will create an additional cost to the Department of no more than \$3,000.00, which will be billed to the Applicants as incurred.

SPECIFIC CONDITIONS REQUIRED

1. All conservation, mitigation, monitoring, and impact avoidance measures detailed in the OTHCP, the IA and this MA shall be implemented by the Applicants.
2. The term of this MA shall commence on the date that the IA is fully executed and shall terminate ten (10) years from that date. This period is subject to earlier termination pursuant to provisions of the IA.

DISCLAIMER

Upon timely satisfaction of the conditions of this MA, the Applicants will adequately mitigate impacts to the Plan Species and will achieve advanced compliance with the California Endangered Species Act, Fish and Game Code §2050, et. seq., with regard to the Project. The Applicants understand and recognize that they have responsibility for compliance with any and all other applicable laws and regulations.

Following execution of the OTHCP and issuance by the Department of this MA, the Applicants decision whether or not to proceed with said Project shall be voluntary, and subject to

all other pertinent law and regulations. As such, the Applicants, the State of California and the Department shall each retain whatever liability each such entity would possess and for which they would otherwise be liable for past, present or future acts or failures to act without reference to this Management Authorization, and shall hold each other free and harmless from any violation of law, lien, suit, or claim of injury or damage arising out of or connected with such actions or failures to act, including any joint and several obligation, judgement or order.

DEPARTMENT FINDINGS AND MANAGEMENT AUTHORIZATION

Plan Species

The Department has determined that the advanced preservation, acquisition, conveyance, and long-term management of habitat for the Plan Species under the OTHCP will offset the impacts contemplated by the OTHCP and will result in preserving areas sufficient to achieve sustainable populations of the Plan Species. The Department has found and determined that the OTHCP, as implemented by the IA and this MA, meets the requirements of California Fish and Game Code §2081. In this regard, the Department has found and determined that if the terms and conditions of this MA are complied with, the taking of the Plan Species, including the modification of their habitat, as contemplated by the OTHCP, the IA and this MA, will not result in jeopardy to their continued existence and may, through the advanced preservation, acquisition, and conveyance of the core reserve lands, protect the species from further degradation. The OTHCP and the IA, to the extent practicable, minimize and mitigate the impacts of the taking of the Plan Species, including without limitation the modification of their habitat.

In the event that one or more of the Plan Species is listed under CESA as an endangered, threatened, or candidate species after the effective date of the IA, management take of such Plan Species incidental to the Project is automatically authorized under Fish and Game Code §2081, provided the Applicants fully implement the terms and conditions of this MA and the IA. Furthermore, if the Plan Area is subsequently incorporated into an approved Natural Community Conservation Plan Act plan or subarea plan, the incidental take of some or all of the Plan Species may be authorized under terms of that NCCP plan.

Other Species

In the event that a species not enumerated in this MA is listed as endangered or threatened pursuant Fish and Game Code §2070, or is a candidate for such listing pursuant to Fish and Game Code §2074.2, the Department shall consider and, if appropriate, expeditiously act to negotiate and execute a CESA Memorandum of Understanding with the Applicants providing for the management of the species in order that the Project may proceed in accordance with CESA.

In determining whether any further mitigation measures are required as part of a CESA Memorandum of Understanding to cover an additional species, the Department shall: (1) take into

consideration that the Applicants have minimized and mitigated the impacts to the Plan Species within the Plan Area to the maximum extent practicable; and, (2) cooperate with the Applicants in good faith to minimize, consistent with CESA, any impediment to the Project's completion resulting from the listing of a species not enumerated in this MA.

CALIFORNIA DEPARTMENT
OF FISH AND GAME

BY: Patricia May

TITLE: Regional Manager

DATED: 1-24-97



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE. 11th Avenue
Portland, Oregon 97232-4181

IN REPLY REFER TO

FEB 11

Michael A. Mohler
Palos Verdes Land Holdings Company
25200 La Paz Road, Suite 210
Laguna Hills, California 92653

Dear Mr. Mohler:

Enclosed is permit PRT-799348, authorizing incidental take of eight species within the City of Rancho Palos Verdes, Los Angeles County, California. The authorization granted by this permit is subject to compliance with, and implementation of, the Ocean Trails Habitat Conservation Plan and Implementation Agreement (IA). An original signed copy of the IA also is enclosed.

We appreciate your efforts to conserve species and the ecosystems upon which they depend. Should you have any questions concerning this permit, please call Gail Kobetich, Field Supervisor of the Carlsbad Field Office, at 619-431-9440.

Sincerely,

Deputy Regional Director

Enclosures



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

3-201
(10/86)

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

- PALOS VERDES LAND HOLDINGS COMPANY AND
ZUCKERMAN BUILDING COMPANY
25200 LA PAZ ROAD, SUITE 210
LAGUNA HILLS, CALIFORNIA 92653

2. AUTHORITY-STATUTES 16 USC 1533(d) 16 USC 1539(a) 16 USC 703-12 REGULATIONS (Attached) 50 CFR 17.32 50 CFR 17.22 50 CFR 21.27	
3. NUMBER PRT-799348	
4. RENEWABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	5. MAY COPY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6. EFFECTIVE 02/04/97	7. EXPIRES 02/04/2007

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business) MICHAEL A. MOHLER, VICE PRESIDENT	9. TYPE OF PERMIT INCIDENTAL TAKE
---	--------------------------------------

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
Ocean Trails, City of Rancho Palos Verdes, Los Angeles County, California, as described in the accompanying Habitat Conservation Plan

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

SEE ATTACHED

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ON REVERSE ALSO APPLY

12. REPORTING REQUIREMENTS

ISSUED BY 	TITLE Deputy Regional Director	DATE 2/4/97
---------------	-----------------------------------	----------------

ORIGINAL

U.S. FISH AND WILDLIFE SERVICE, PORTLAND, OREGON
PERMIT CONDITIONS FOR PRT-799348

Page 1 of 3

- D. All sections of Title 50 *Code of Federal Regulations*, parts 13, 17.22, and 17.32 are conditions of this permit (copies attached).
- E. The authorization granted by this permit is subject to full and complete compliance with, and implementation of, the Ocean Trails Residential and Golf Community Habitat Conservation Plan (HCP) and executed Implementation Agreement (IA), both of which are hereby incorporated into the permit.
- F. The permittee and his designated agents are authorized to incidentally take (harm, harass) eight covered species (named below) that are listed or may be listed in the future under the Federal Endangered Species Act of 1973, as amended (Act), to the extent that take of these species would otherwise be prohibited under section 9 of the Act, and its implementing regulations, or pursuant to a rule promulgated under section 4(d) of the Act. Take of covered species must be incidental to grading, construction, operation, restoration, enhancement, and human activities on the project site as described in the HCP and as conditioned herein. Incidental take authorization for grading activities that would adversely affect the habitat of the threatened coastal California gnatcatcher is not effective until the U.S. Fish and Wildlife Service (Service) receives a copy of the recorded conservation easements for the Switchback Area and Shoreline Park. For currently unlisted covered species, take authorization is effective upon their listing under the Act.

Covered Species:

Listed

Coastal California gnatcatcher (*Polioptila californica californica*), threatened

Unlisted

Cactus wren (*Campylorhynchus brunneicapillus cousei*)
Aphanisma (*Aphanisma blitoides*)
Ocean locoweed (*Astragalus trichopodus* var. *lonchus*)
South coast saltscale (*Atriplex pacifica*)
Catalina mariposa lily (*Calochortus catalinae*)
Seaside calandrinia (*Calandrinia maritima*)
Bright green dudleya (*Dudleya virens*)

- G. In addition to complying with the take minimization and mitigation measures described in the HCP and IA, the permittee shall:
1. Avoid or minimize, to the maximum extent practicable, the use of herbicides and pesticides that would adversely affect wildlife adjacent to the golf course and residential areas.
 2. Designate the golf course revegetation/enhancement areas as no play zones.
- H. With regard to monitoring and enforcement:
1. The permittee must ensure that Service personnel are given appropriate access (as defined under 50 CFR 13.21(e)(2)) to the Ocean Trails site to monitor the covered species, the restoration site, and the mitigation areas in perpetuity.
 2. The permittee must ensure that the designated monitoring biologist shall contact the Service's Carlsbad Field Office (2730 Loker Avenue West, Carlsbad, California 92008, telephone 619-431-9440) immediately regarding any violations or potential violations of the Federal Endangered Species Act or Migratory Bird Treaty Act.
 3. Upon finding dead, injured, or sick endangered or threatened wildlife species, the permittee or his designated agents must notify orally within one working day the Service's Carlsbad Field Office. Written notification to the Carlsbad Field Office and the Torrance Division of Law Enforcement (370 Amapola Avenue, Suite 114, Torrance, California 90501) must be made within five calendar days and must include the date, time, and location of the specimen and any other pertinent information.
- I. An annual report shall be prepared as described in the HCP and as conditioned herein.
1. In addition to the substantive reporting requirements described in the HCP, the annual report shall include the raw data collected during the field surveys and a basic analysis of the population dynamics of the coastal California gnatcatcher. The following data shall be analyzed: estimated population size and maps showing specific locations of California gnatcatchers and nests sites; condition and size of revegetated/enhanced coastal sage scrub habitat, coastal bluff scrub habitat, and southern cactus scrub plants; and the real and likely threats to the success of restoration/enhancement efforts and suggested mitigation (e.g. removal of exotic vegetation, etc.).

2. The original field notes, photographs, and a copy of the annual report shall be submitted by December 31 of each year that the permit is in effect, beginning in 1997. Field notes and photographs shall be sent to the Field Supervisor of the Carlsbad Field Office. One copy of the annual report shall be submitted to 1) the Field Supervisor of the Carlsbad Field Office, and 2) the Assistant Regional Director, Ecological Services, U.S. Fish and Wildlife Service, 911 Northeast 11th Avenue, Portland, Oregon 97232.
- J. A copy of this permit must be in the possession of the permittee and designated agents while conducting taking activities. Please refer to the permit number in all correspondence and reports concerning permit activities. Any questions you may have about this permit should be directed to the Field Supervisor, Carlsbad Field Office.

X X X

§ 12.42

notification denying the original petition.

[45 FR 17864, Mar. 19, 1980, as amended at 47 FR 56861, Dec. 21, 1982]

§ 12.42 Recovery of certain storage costs.

If any wildlife, plant, or evidentiary item is seized and forfeited under the Endangered Species Act, 16 U.S.C. 1531 *et seq.*, any person whose act or omission was the basis for the seizure may be charged a reasonable fee for expenses to the United States connected with the transfer, board, handling, or storage of such property. If any fish, wildlife or plant is seized in connection with a violation of the Lacey Act Amendments of 1981, 16 U.S.C. 3371, *et seq.*, any person convicted thereof, or assessed a civil penalty therefor, may be assessed a reasonable fee for expenses of the United States connected with the storage, care and maintenance of such property. Within a reasonable time after forfeiture, the Service shall send to such person by registered or certified mail, return receipt requested, a bill for such fee. The bill shall contain an itemized statement of the applicable costs, together with instructions on the time and manner of payment. Payment shall be made in accordance with the bill. The recipient of any assessment of costs under this section who has an objection to the reasonableness of the costs described in the bill may, within 30 days of the date on which he received the bill, file written objections with the Regional Director of the Fish and Wildlife Service for the Region in which the seizure occurred. Upon receipt of the written objections, the appropriate Regional Director will promptly review them and within 30 days mail his final decision to the party who filed objections. In all cases, the Regional Director's decision shall constitute final administrative action on the matter.

[47 FR 56861, Dec. 21, 1982]

Subpart F—Return of Property

§ 12.51 Return procedure.

If, at the conclusion of the appropriate proceedings, seized property is to be returned to the owner or con-

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signee, the Solicitor or Service shall issue a letter or other document authorizing its return. This letter or other document shall be delivered personally or sent by registered or certified mail, return receipt requested, and shall identify the owner or consignee, the seized property, and, if appropriate, the bailee of the seized property. It shall also provide that upon presentation of the letter or other document and proper identification, and the signing of a receipt provided by the Service, the seized property is authorized to be released, provided it is properly marked in accordance with applicable State or Federal requirements.

PART 13—GENERAL PERMIT PROCEDURES

Subpart A—Introduction

- Sec.
- 13.1 General.
- 13.2 Purpose of regulations.
- 13.3 Scope of regulations.
- 13.4 Emergency variation from requirements.
- 13.5 Information collection requirements.

Subpart B—Application for Permits

- 13.11 Application procedures.
- 13.12 General information requirements on applications for permits.

Subpart C—Permit Administration

- 13.21 Issuance of permits.
- 13.22 Renewal of permits.
- 13.23 Amendment of permits.
- 13.24 Right of succession by certain persons.
- 13.25 Permits not transferable; agents.
- 13.26 Discontinuance of permit activity.
- 13.27 Permit suspension.
- 13.28 Permit revocation.
- 13.29 Review procedures.

Subpart D—Conditions

- 13.41 Humane conditions.
- 13.42 Permits are specific.
- 13.43 Alteration of permits.
- 13.44 Display of permit.
- 13.45 Filing of reports.
- 13.46 Maintenance of records.
- 13.47 Inspection requirement.
- 13.48 Compliance with conditions of permit.
- 13.49 Surrender of permit.
- 13.50 Acceptance of liability.

AUTHORITY: 16 U.S.C. 668a; 16 U.S.C. 704, 712; 16 U.S.C. 742j-1; 16 U.S.C. 1382; 16 U.S.C. 1538(d); 16 U.S.C. 1539, 1540(i); 16 U.S.C. 3374;

U.S. Fish and Wildlife Serv., Interior

18 U.S.C. 42; 19 U.S.C. 1202; E.O. 11911, 41 FR 15683; 31 U.S.C. 9701.

SOURCE: 39 FR 1161, Jan. 4, 1974, unless otherwise noted.

Subpart A—Introduction

§ 13.1 General.

Each person intending to engage in an activity for which a permit is required by this subchapter B shall, before commencing such activity, obtain a valid permit authorizing such activity. Each person who desires to obtain the permit privileges authorized by this subchapter must make application for such permit in accordance with the requirements of this part 13 and the other regulations in this subchapter which set forth the additional requirements for the specific permits desired. If the activity for which permission is sought is covered by the requirements of more than one part of this subchapter, the requirements of each part must be met. If the information required for each specific permitted activity is included, one application will be accepted for all permits required, and a single permit will be issued.

§ 13.2 Purpose of regulations.

The regulations contained in this part provide uniform rules, conditions, and procedures for the application for and the issuance, denial, suspension, revocation, and general administration of all permits issued pursuant to this subchapter B.

[64 FR 38147, Sept. 14, 1989]

§ 13.3 Scope of regulations.

The provisions in this part are in addition to, and are not in lieu of, other permit regulations of this subchapter and apply to all permits issued thereunder, including "Import and Marketing" (part 14), "Feather Imports" (part 15), "Injurious Wildlife" (part 16), "Endangered Wildlife and Plants" (part 17), "Marine Mammals" (part 18), "Migratory Birds" (part 21), "Eagles" (part 22) and "Endangered Species Convention" (part 23). As used in this part 13, the term "permit" shall refer to either a li-

§ 13.5

cense, permit, or certificate as the context may require.

[42 FR 10465, Feb. 22, 1977, as amended at 42 FR 32377, June 24, 1977; 45 FR 56873, Aug. 25, 1980]

§ 13.4 Emergency variation from requirements.

The Director may approve variations from the requirements of this part when he finds that an emergency exists and that the proposed variations will not hinder effective administration of this subchapter B, and will not be unlawful.

§ 13.5 Information collection requirements.

(a) The information collection requirements contained within this Part 13 have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned Clearance Number 1018-0022. This information is being collected to provide information necessary to evaluate permit applications. This information will be used to review permit applications and make decisions, according to criteria established in various Federal wildlife conservation statutes and regulations, on the issuance, suspension, revocation or denial of permits. The obligation to respond is required to obtain or retain a permit.

(b) The public reporting burden for these reporting requirements is estimated to vary from 15 minutes to 4 hours per response, with an average of 0.803 hours per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the forms. Comments regarding the burden estimate or any other aspect of these reporting requirements should be directed to the Service Information Collection Clearance Officer, MS-224 ARLSQ, Fish and Wildlife Service, Washington, DC 20240, or the Office of Management and Budget, Paperwork Reduction Project (1018-0022), Washington, DC 20503.

[47 FR 30785, July 15, 1982, as amended at 64 FR 38147, Sept. 14, 1989]

[39 FR 1161, Jan. 4, 1974, as amended at 42 FR 10465, Feb. 22, 1977; 42 FR 32377, June 24, 1977; 44 FR 54006, Sept. 17, 1979; 44 FR 59083, Oct. 12, 1979; 45 FR 56673, Aug. 25, 1980; 45 FR 78154, Nov. 25, 1980; 46 FR 42680, Aug. 24, 1981; 48 FR 31607, July 8, 1983; 48 FR 57300, Dec. 29, 1983; 50 FR 39687, Sept. 30, 1985; 50 FR 45408, Oct. 31, 1985; 54 FR 38147, Sept. 14, 1989]

Subpart C—Permit Administration

§ 13.21 Issuance of permits.

(a) No permit may be issued prior to the receipt of a written application therefor, unless a written variation from the requirements, as authorized by § 13.4, is inserted into the official file of the Bureau. An oral or written representation of an employee or agent of the United States Government, or an action of such employee or agent, shall not be construed as a permit unless it meets the requirements of a permit as defined in 50 CFR 10.12.

(b) Upon receipt of a properly executed application for a permit, the Director shall issue the appropriate permit unless:

(1) The applicant has been assessed a civil penalty or convicted of any criminal provision of any statute or regulation relating to the activity for which the application is filed, if such assessment or conviction evidences a lack of responsibility.

(2) The applicant has failed to disclose material information required, or has made false statements as to any material fact, in connection with his application;

(3) The applicant has failed to demonstrate a valid justification for the permit and a showing of responsibility;

(4) The authorization requested potentially threatens a wildlife or plant population, or

(5) The Director finds through further inquiry or investigation, or otherwise, that the applicant is not qualified.

(c) *Disqualifying factors.* Any one of the following will disqualify a person from receiving permits issued under this Part.

(1) A conviction, or entry of a plea of guilty or nolo contendere, for a felony violation of the Lacey Act, the Migratory Bird Treaty Act, or the Bald and Golden Eagle Protection Act disqualifies any such person from receiving or

exercising the privileges of a permit, unless such disqualification has been expressly waived by the Director in response to a written petition.

(2) The revocation of a permit for reasons found in § 13.28 (a)(1) or (a)(2) disqualifies any such person from receiving or exercising the privileges of a similar permit for a period of five years from the date of the final agency decision on such revocation.

(3) The failure to pay any required fees or assessed costs and penalties, whether or not reduced to judgement disqualifies such person from receiving or exercising the privileges of a permit as long as such moneys are owed to the United States. This requirement shall not apply to any civil penalty presently subject to administrative or judicial appeal; provided that the pendency of a collection action brought by the United States or its assignees shall not constitute an appeal within the meaning of this subsection.

(4) The failure to submit timely, accurate, or valid reports as required may disqualify such person from receiving or exercising the privileges of a permit as long as the deficiency exists.

(d) *Use of supplemental information.* The issuing officer, in making a determination under this subsection, may use any information available that is relevant to the issue. This may include any prior conviction, or entry of a plea of guilty or nolo contendere, or assessment of civil or criminal penalty for a violation of any Federal or State law or regulation governing the permitted activity. It may also include any prior permit revocations or suspensions, or any reports of State or local officials. The issuing officer shall consider all relevant facts or information available, and may make independent inquiry or investigation to verify information or substantiate qualifications asserted by the applicant.

(e) *Conditions of issuance and acceptance.* (1) Any permit automatically incorporates within its terms the conditions and requirements of Subpart D of this part and of any part(s) or section(s) specifically authorizing or governing the activity for which the permit is issued.

(2) Any person accepting and holding a permit under this Subchapter B ac-

knowledges the necessity for close regulation and monitoring of the permitted activity by the Government. By accepting such permit, the permittee consents to and shall allow entry by agents or employees of the Service upon premises where the permitted activity is conducted at any reasonable hour. Service agents or employees may enter such premises to inspect the location; any books, records, or permits required to be kept by this Subchapter B; and any wildlife or plants kept under authority of the permit.

(f) *Term of permit.* Unless otherwise modified, a permit is valid during the period specified on the face of the permit. Such period shall include the effective date and the date of expiration.

(g) *Denial.* The issuing officer may deny a permit to any applicant who fails to meet the issuance criteria set forth in this section or in the part(s) or section(s) specifically governing the activity for which the permit is requested.

[39 FR 1161, Jan. 4, 1974, as amended at 42 FR 32377, June 24, 1977; 47 FR 30785, July 15, 1982; 54 FR 38148, Sept. 14, 1989]

§ 13.22 Renewal of permits.

(a) *Application for renewal.* Applicants for renewal of a permit must submit a written application at least 30 days prior to the expiration date of the permit. Applicants must certify in the form required by § 13.12(a)(5) that all statements and information in the original application remain current and correct, unless previously changed or corrected. If such information is no longer current or correct, the applicant must provide corrected information.

(b) *Renewal criteria.* The Service shall issue a renewal of a permit if the applicant meets the criteria for issuance in § 13.21(b) and is not disqualified under § 13.21(c).

(c) *Continuation of permitted activity.* Any person holding a valid, renewable permit, who has complied with this section, may continue the activities authorized by the expired permit until the Service has acted on such person's application for renewal.

(d) *Denial.* The issuing officer may deny renewal of a permit to any applicant who fails to meet the issuance criteria set forth in § 13.21 of this part, or

in the part(s) or section(s) specifically governing the activity for which the renewal is requested.

[54 FR 38148, Sept. 14, 1989]

§ 13.23 Amendment of permits.

(a) *Permittee's request.* Where circumstances have changed so that a permittee desires to have any condition of his permit modified, such permittee must submit a full written justification and supporting information in conformity with this part and the part under which the permit was issued.

(b) *Service reservation.* The Service reserves the right to amend any permit for just cause at any time during its term, upon written finding of necessity.

(c) *Change of name or address.* A permittee is not required to obtain a new permit if there is a change in the legal individual or business name, or in the mailing address of the permittee. A permittee is required to notify the issuing office within 10 calendar days of such change. This provision does not authorize any change in location of the conduct of the permitted activity when approval of the location is a qualifying condition of the permit.

[54 FR 38148, Sept. 14, 1989]

§ 13.24 Right of succession by certain persons.

(a) Certain persons, other than the permittee are granted the right to carry on a permitted activity for the remainder of the term of a current permit provided they comply with the provisions of paragraph (b) of this section. Such persons are the following:

(1) The surviving spouse, child, executor, administrator, or other legal representative of a deceased permittee; and

(2) A receiver or trustee in bankruptcy or a court designated assignee for the benefit of creditors.

(b) In order to secure the right provided in this section the person or persons desiring to continue the activity shall furnish the permit to the issuing officer for endorsement within 90 days from the date the successor begins to carry on the activity.

[54 FR 38149, Sept. 14, 1989]

rejected as insufficient in form and content.

(c) *Inquiry by the Service.* The Service may institute a separate inquiry into the matter under consideration.

(d) *Determination of grant or denial of a request for reconsideration.* The issuing officer shall notify the permittee of the Service's decision within 45 days of the receipt of the request for reconsideration. This notification shall be in writing, shall state the reasons for the decision, and shall contain a description of the evidence which was relied upon by the issuing officer. The notification shall also provide information concerning the right to appeal, the official to whom an appeal may be addressed, and the procedures for making an appeal.

(e) *Appeal.* A person who has received an adverse decision following submission of a request for reconsideration may submit a written appeal to the Regional Director for the region in which the issuing office is located, or to the Director for offices which report directly to the Director. An appeal must be submitted within 45 days of the date of the notification of the decision on the request for reconsideration. The appeal shall state the reason(s) and issue(s) upon which the appeal is based and may contain any additional evidence or arguments to support the appeal.

(f) *Decision on appeal.* (1) Before a decision is made concerning the appeal the appellant may present oral arguments before the Regional Director or the Director, as appropriate, if such official judges oral arguments are necessary to clarify issues raised in the written record.

(2) The Service shall notify the appellant in writing of its decision within 45 calendar days of receipt of the appeal, unless extended for good cause and the appellant notified of the extension.

(3) The decision of the Regional Director or the Director shall constitute the final administrative decision of the Department of the Interior.

[54 FR 38149, Sept. 14, 1989]

Subpart D—Conditions

§ 13.41 Humane conditions.

Any live wildlife possessed under a permit must be maintained under humane and healthful conditions.

[54 FR 38150, Sept. 14, 1989]

§ 13.42 Permits are specific.

The authorizations on the face of a permit which set forth specific times, dates, places, methods of taking, numbers and kinds of wildlife or plants, location of activity, authorize certain circumscribed transactions, or otherwise permit a specifically limited matter, are to be strictly construed and shall not be interpreted to permit similar or related matters outside the scope of strict construction.

[39 FR 1161, Jan. 4, 1974, as amended at 42 FR 32377, June 24, 1977]

§ 13.43 Alteration of permits.

Permits shall not be altered, erased, or mutilated, and any permit which has been altered, erased, or mutilated shall immediately become invalid. Unless specifically permitted on the face thereof, no permit shall be copied, nor shall any copy of a permit issued pursuant to this subchapter B be displayed, offered for inspection, or otherwise used for any official purpose for which the permit was issued.

§ 13.44 Display of permit.

Any permit issued under this part shall be displayed for inspection upon request to the Director or his agent, or to any other person relying upon its existence.

§ 13.45 Filing of reports.

Permittees may be required to file reports of the activities conducted under the permit. Any such reports shall be filed not later than March 31 for the preceding calendar year ending December 31, or any portion thereof, during which a permit was in force, unless the regulations of this subchapter B or the provisions of the permit set forth other reporting requirements.

§ 13.46 Maintenance of records.

From the date of issuance of the permit, the permittee shall maintain complete and accurate records of any taking, possession, transportation, sale, purchase, barter, exportation, or importation of plants obtained from the wild (excluding seeds) or wildlife pursuant to such permit. Such records shall be kept current and shall include names and addresses of persons with whom any plant obtained from the wild (excluding seeds) or wildlife has been purchased, sold, bartered, or otherwise transferred, and the date of such transaction, and such other information as may be required or appropriate. Such records shall be legibly written or reproducible in English and shall be maintained for five years from the date of expiration of the permit.

[39 FR 1161, Jan. 4, 1974, as amended at 42 FR 32377, June 24, 1977; 54 FR 38150, Sept. 14, 1989]

§ 13.47 Inspection requirement.

Any person holding a permit under this subchapter B shall allow the Director's agent to enter his premises at any reasonable hour to inspect any wildlife or plant held or to inspect, audit, or copy any permits, books, or records required to be kept by regulations of this subchapter B.

[39 FR 1161, Jan. 4, 1974, as amended at 42 FR 32377, June 24, 1977]

§ 13.48 Compliance with conditions of permit.

Any person holding a permit under subchapter B and any person acting under authority of such permit must comply with all conditions of the permit and with all applicable laws and regulations governing the permitted activity.

[54 FR 38150, Sept. 14, 1989]

§ 13.49 Surrender of permit.

Any person holding a permit under subchapter B shall surrender such permit to the issuing officer upon notification that the permit has been suspended or revoked by the Service, and all appeal procedures have been exhausted.

[54 FR 38150, Sept. 14, 1989]

§ 13.50 Acceptance of liability.

Any person holding a permit under subchapter B assumes all liability and responsibility for the conduct of any activity conducted under the authority of such permit.

[54 FR 38150, Sept. 14, 1989]

PART 14—IMPORTATION, EXPORTATION, AND TRANSPORTATION OF WILDLIFE

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Subpart F—Wildlife Declarations

- 14.61 Import declaration requirements.

mit Office, U.S. Fish and Wildlife Service, Washington, DC 20240. Requests for registration must be submitted on an official application form (Form 3-200) provided by the Service, and must include the following information:

(i) The types of wildlife sought to be covered by the registration, identified by common and scientific name to the taxonomic level of family, genus or species;

(ii) A description of the applicant's experience in maintaining and propagating the types of wildlife sought to be covered by the registration, or in conducting research directly related to maintaining and propagating such wildlife;

(iii) A description, if appropriate, of the means by which the applicant intends to educate the public about the ecological role and conservation needs of the affected species;

(iv) Photograph(s) or other evidence clearly depicting the facilities where such wildlife will be maintained; and

(v) A copy of the applicant's license or registration, if any, under the animal welfare regulations of the U.S. Department of Agriculture (9 CFR part 2).

(3) Upon receiving a complete application, the Director will decide whether or not the registration will be approved. In making his decision, the Director will consider, in addition to the general criteria in § 13.2(b) of this subchapter, whether the expertise, facilities or other resources available to the applicant appear adequate to enhance the propagation or survival of the affected wildlife. Each person so registered must maintain accurate written records of activities conducted under the registration and must submit to the Director a written annual report of such activities.

(4) Any person subject to the jurisdiction of the United States seeking to export or conduct foreign commerce in captive-bred endangered wildlife which will not remain under the care of that person must first obtain approval by providing written evidence to satisfy the Director that the proposed recipient of the wildlife has expertise, facilities or other resources adequate to enhance the propagation or survival of such wildlife and that the proposed recipient will use such wildlife for pur-

poses of enhancing the propagation or survival of the affected species.

(5)(i) The Director shall use the following criteria to determine if wildlife of any species having a natural geographic distribution that includes any part of the United States is eligible for the provisions of this paragraph:

(A) Whether there is a low demand for taking of the species from wild populations, either because of the success of captive breeding or because of other reasons, and

(B) Whether the wild populations of the species are effectively protected from unauthorized taking as a result of the inaccessibility of their habitat to man or as a result of the effectiveness of law enforcement.

(ii) The Director shall follow the procedures set forth in section 4(b) and section 4(f)(2)(A) of the Act and in the regulations promulgated thereunder with respect to petitions and notification of the public and governors of affected States when determining the eligibility of species for purposes of this paragraph.

(iii) In accordance with the criteria in paragraph (g)(5)(i) of this section, the Director has determined the following species to be eligible for the provisions of this paragraph:

Laysan teal (*Anas laysanensis*).

[40 FR 44416, Sept. 26, 1975, as amended at 40 FR 53400, Nov. 18, 1975; 41 FR 19226, May 11, 1976; 44 FR 31580, May 31, 1979; 44 FR 54007, Sept. 17, 1979; 58 FR 68325, Dec. 27, 1993]

§ 17.22 Permits for scientific purposes, enhancement of propagation or survival, or for incidental taking.

Upon receipt of a complete application, the Director may issue a permit authorizing any activity otherwise prohibited by § 17.21, in accordance with the issuance criteria of this section, for scientific purposes, for enhancing the propagation or survival, or for the incidental taking of endangered wildlife. Such permits may authorize a single transaction, a series of transactions, or a number of activities over a specific period of time. (See § 17.32 for permits for threatened species.) The Director shall publish notice in the FEDERAL REGISTER of each application for a permit that is made under this section. Each notice shall invite the submission

from interested parties, within 30 days after the date of the notice, of written data, views, or arguments with respect to the application. The 30-day period may be waived by the Director in an emergency situation where the life or health of an endangered animal is threatened and no reasonable alternative is available to the applicant. Notice of any such waiver shall be published in the FEDERAL REGISTER within 10 days following issuance of the permit.

(a)(1) *Application requirements for permits for scientific purposes or for the enhancement of propagation or survival.* Applications for permits under this paragraph must be submitted to the Director, U.S. Fish and Wildlife Service, Federal Wildlife Permit Office, 1000 N. Glebe Road, Room 611, Arlington, Virginia 22201, by the person wishing to engage in the activity prohibited by § 17.21. Each application must be submitted on an official application (Form 3-200) provided by the Service and must include as an attachment, all of the following information:

(i) The common and scientific names of the species sought to be covered by the permit, as well as the number, age, and sex of such species, and the activity sought to be authorized (such as taking, exporting, selling in interstate commerce);

(ii) A statement as to whether, at the time of application, the wildlife sought to be covered by the permit (A) is still in the wild, (B) has already been removed from the wild, or (C) was born in captivity;

(iii) A resume of the applicant's attempts to obtain the wildlife sought to be covered by the permit in a manner which would not cause the death or removal from the wild of such wildlife;

(iv) If the wildlife sought to be covered by the permit has already been removed from the wild, the country and place where such removal occurred; if the wildlife sought to be covered by the permit was born in captivity, the country and place where such wildlife was born;

(v) A complete description and address of the institution or other facility where the wildlife sought to be covered by the permit will be used, displayed, or maintained;

(vi) If the applicant seeks to have live wildlife covered by the permit, a complete description, including photographs or diagrams, of the facilities to house and/or care for the wildlife and a resume of the experience of those person who will be caring for the wildlife;

(vii) A full statement of the reasons why the applicant is justified in obtaining a permit including the details of the activities sought to be authorized by the permit;

(viii) If the application is for the purpose of enhancement of propagation, a statement of the applicant's willingness to participate in a cooperative breeding program and to maintain or contribute data to a studbook;

(ix) The information collection requirements contained in this paragraph have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned Clearance Number 1018-0022. This information is being collected to provide information necessary to evaluate permit applications and make decisions, according to criteria established in various Federal wildlife and plant conservation statutes and regulations, on the issuance or denial of permits. The obligation to respond is required to obtain or retain a permit.

(2) *Issuance criteria.* Upon receiving an application completed in accordance with paragraph (a)(1) of this section, the Director will decide whether or not a permit should be issued. In making this decision, the Director shall consider, in addition to the general criteria in § 13.21(b) of this subchapter, the following factors:

(i) Whether the purpose for which the permit is required is adequate to justify removing from the wild or otherwise changing the status of the wildlife sought to be covered by the permit;

(ii) The probable direct and indirect effect which issuing the permit would have on the wild populations of the wildlife sought to be covered by the permit;

(iii) Whether the permit, if issued, would in any way, directly or indirectly, conflict with any known program intended to enhance the survival probabilities of the population from which the wildlife sought to be covered

by the permit was or would be removed;

(iv) Whether the purpose for which the permit is required would be likely to reduce the threat of extinction facing the species of wildlife sought to be covered by the permit;

(v) The opinions or views of scientists or other persons or organizations having expertise concerning the wildlife or other matters germane to the application; and

(vi) Whether the expertise, facilities, or other resources available to the applicant appear adequate to successfully accomplish the objectives stated in the application.

(3) *Permit conditions.* In addition to the general conditions set forth in part 13 of this subchapter, every permit issued under this paragraph shall be subject to the special condition that the escape of living wildlife covered by the permit shall be immediately reported to the Service office designated in the permit.

(4) *Duration of permits.* The duration of permits issued under this paragraph shall be designated on the face of the permit.

(b)(1) *Application requirements for permits for incidental taking.* Applications for permits under this paragraph must be submitted to the Director, U.S. Fish and Wildlife Service, Federal Wildlife Permit Office, 1000 N. Glebe Road, Room 611, Arlington, Virginia 22201, by the person wishing to engage in the activity prohibited by § 17.21(c). Each application must be submitted on an official application (Form 3-200) provided by the Service and must include as an attachment all of the following information:

(i) A complete description of the activity sought to be authorized;

(ii) The common and scientific names of the species sought to be covered by the permit, as well as the number, age, and sex of such species, if known;

(iii) A conservation plan that specifies:

(A) The impact that will likely result from such taking;

(B) What steps the applicant will take to monitor, minimize, and mitigate such impacts, the funding that will be available to implement such

steps, and the procedures to be used to deal with unforeseen circumstances;

(C) What alternative actions to such taking the applicant considered and the reasons why such alternatives are not proposed to be utilized; and

(D) Such other measures that the Director may require as being necessary or appropriate for purposes of the plan;

(iv) The information collection requirements contained in this paragraph have been approved by the Office of Management and Budget under 4 U.S.C. 3507 and assigned Clearance Number 1018-0022. This information is being collected to provide information necessary to evaluate permit applications. This information will be used to review permit applications and make decisions, according to criteria established in various Federal wildlife and plant conservation statutes and regulations, on the issuance or denial of permits. The obligation to respond is required to obtain or retain a permit.

(2) *Issuance criteria.* Upon receiving an application completed in accordance with paragraph (b)(1) of this section, the Director will decide whether or not a permit should be issued. The Director shall consider the general criteria in § 13.21(b) of this subchapter and shall issue the permit if he finds that: (i) The taking will be incidental; (ii) the applicant will, to the maximum extent practicable, minimize and mitigate the impacts of such taking; (iii) the applicant will ensure that adequate funding for the conservation plan and procedures to deal with unforeseen circumstances will be provided; (iv) the taking will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; (v) the measures, if any, required under paragraph (b)(1)(iii)(D) of this section will be met; and (vi) he has received such other assurances as he may require that the plan will be implemented. In making his decision, the Director shall also consider the anticipated duration and geographic scope of the applicant's planned activities, including the amount of listed species habitat that is involved and the degree to which listed species and their habitats are affected.

(3) *Permit conditions.* In addition to the general conditions set forth in part 13 of this subchapter, every permit is-

sued under this paragraph shall contain such terms and conditions as the Director deems necessary or appropriate to carry out the purposes of the permit and the conservation plan including, but not limited to, monitoring and reporting requirements deemed necessary for determining whether such terms and conditions are being complied with. The Director shall rely upon existing reporting requirements to the maximum extent practicable.

(4) *Duration of permits.* The duration of permits issued under this paragraph shall be sufficient to provide adequate assurances to the permittee to commit funding necessary for the activities authorized by the permit, including conservation activities and land use restrictions. In determining the duration of a permit, the Director shall consider the duration of the planned activities, as well as the possible positive and negative effects associated with permits of the proposed duration on listed species, including the extent to which the conservation plan will enhance the habitat of listed species and increase the long-term survivability of such species.

(c) *Objection to permit issuance.* (1) In regard to any notice of a permit application published in the FEDERAL REGISTER, any interested party that objects to the issuance of a permit, in whole or in part, may, during the comment period specified in the notice, request notification of the final action to be taken on the application. A separate written request shall be made for each permit application. Such a request shall specify the Service's permit application number and state the reasons why that party believes the applicant does not meet the issuance criteria contained in §§ 13.21 and 17.22 of this subchapter or other reasons why the permit should not be issued.

(2) If the Service decides to issue a permit contrary to objections received pursuant to paragraph (c)(1) of this section, then the Service shall, at least ten days prior to issuance of the permit, make reasonable efforts to contact by telephone or other expedient means, any party who has made a request pursuant to paragraph (c)(1) of this section and inform that party of the issuance of the permit. However, the Service may reduce the time period

or dispense with such notice if it determines that time is of the essence and that delay in issuance of the permit would: (i) Harm the specimen or population involved; or (ii) unduly hinder the actions authorized under the permit.

(3) The Service will notify any party filing an objection and request for notice under paragraph (c)(1) of this section of the final action taken on the application, in writing. If the Service has reduced or dispensed with the notice period referred to in paragraph (c)(2) of this section, it will include its reasons therefore in such written notice.

[50 FR 39687, Sept. 30, 1985]

§ 17.23 Economic hardship permits.

Upon receipt of a complete application, the Director may issue a permit authorizing any activity otherwise prohibited by § 17.21, in accordance with the issuance criteria of this section in order to prevent undue economic hardship. The Director shall publish notice in the FEDERAL REGISTER of each application for a permit that is made under this section. Each notice shall invite the submission from interested parties, within 30 days after the date of the notice, of written data, views, or arguments with respect to the application. The 30-day period may be waived by the Director in an emergency situation where the life or health of an endangered animal is threatened and no reasonable alternative is available to the applicant. Notice of any such waiver shall be published in the FEDERAL REGISTER within 10 days following issuance of the permit.

(a) *Application requirements.* Applications for permits under this section must be submitted to the Director by the person allegedly suffering undue economic hardship because his desired activity is prohibited by § 17.21. Each application must be submitted on an official application form (Form 3-200) provided by the Service, and must include, as an attachment, all of the information required in § 17.22 plus the following additional information:

(1) The possible legal, economic or subsistence alternatives to the activity sought to be authorized by the permit;

(2) A full statement, accompanied by copies of all relevant contracts and correspondence, showing the applicant's involvement with the wildlife sought to be covered by the permit (as well as his involvement with similar wildlife), including, where applicable, that portion of applicant's income derived from the taking of such wildlife, or the subsistence use of such wildlife, during the calendar year immediately preceding either the notice in the FEDERAL REGISTER of review of the status of the species or of the proposal to list such wildlife as endangered, whichever is earliest;

(3) Where applicable, proof of a contract or other binding legal obligation which:

(i) Deals specifically with the wildlife sought to be covered by the permit;

(ii) Became binding prior to the date when the notice of a review of the status of the species or the notice of proposed rulemaking proposing to list such wildlife as endangered was published in the FEDERAL REGISTER, whichever is earlier; and

(iii) Will cause monetary loss of a given dollar amount if the permit sought under this section is not granted.

(b) *Issuance criteria.* Upon receiving an application completed in accordance with paragraph (a) of this section, the Director will decide whether or not a permit should be issued under any of the three categories of economic hardship, as defined in section 10(b)(2) of the Act. In making his decisions, the Director shall consider, in addition to the general criteria in § 13.21(b) of this subchapter, the following factors:

(1) Whether the purpose for which the permit is being requested is adequate to justify removing from the wild or otherwise changing the status of the wildlife sought to be covered by the permit;

(2) The probable direct and indirect effect which issuing the permit would have on the wild populations of the wildlife sought to be covered by the permit;

(3) The economic, legal, subsistence, or other alternatives or relief available to the applicant;

(4) The amount of evidence that the applicant was in fact party to a con-

tract or other binding legal obligation which;

(i) Deals specifically with the wildlife sought to be covered by the permit; and

(ii) Became binding prior to the date when the notice of a review of the status of the species or the notice of proposed rulemaking proposing to list such wildlife as endangered was published in the FEDERAL REGISTER, whichever is earlier.

(5) The severity of economic hardship which the contract or other binding legal obligation referred to in paragraph (b)(4), of this section would cause if the permit were denied;

(6) Where applicable, the portion of the applicant's income which would be lost if the permit were denied, and the relationship of that portion to the balance of his income;

(7) Where applicable, the nature and extent of subsistence taking generally by the applicant; and

(8) The likelihood that applicant can reasonably carry out his desired activity within one year from the date a notice is published in the FEDERAL REGISTER to review status of such wildlife, or to list such wildlife as endangered, whichever is earlier.

(c) *Permit conditions.* In addition to the general conditions set forth in part 13 of this subchapter, every permit issued under this section shall be subject to the following special conditions:

(1) In addition to any reporting requirements contained in the permit itself, the permittee shall also submit to the Director a written report of his activities pursuant to the permit. Such report must be postmarked or actually delivered no later than 10 days after completion of the activity.

(2) The death or escape of all living wildlife covered by the permit shall be immediately reported to the Service's office designated in the permit.

(d) Duration of permits issued under this section shall be designated on the face of the permit. No permit issued under this section, however, shall be valid for more than one year from the date a notice is published in the FEDERAL REGISTER to review status of such

wildlife, or to list such wildlife as endangered, whichever is earlier.

(40 FR 44415, Sept. 26, 1975, as amended at 40 FR 53400, Nov. 18, 1975; 40 FR 58307, Dec. 16, 1975; 50 FR 39688, Sept. 30, 1985)

Subpart D—Threatened Wildlife

§ 17.31 Prohibitions.

(a) Except as provided in subpart A of this part, or in a permit issued under this subpart, all of the provisions in § 17.21 shall apply to threatened wildlife, except § 17.21(c)(5).

(b) In addition to any other provisions of this part 17, any employee or agent of the Service, of the National Marine Fisheries Service, or of a State conservation agency which is operating a conservation program pursuant to the terms of a Cooperative Agreement with the Service in accordance with section 6(c) of the Act, who is designated by his agency for such purposes, may, when acting in the course of his official duties, take those threatened species of wildlife which are covered by an approved cooperative agreement to carry out conservation programs.

(c) Whenever a special rule in §§ 17.40 to 17.48 applies to a threatened species, none of the provisions of paragraphs (a) and (b) of this section will apply. The special rule will contain all the applicable prohibitions and exceptions.

(43 FR 18181, Apr. 23, 1978, as amended at 44 FR 31580, May 31, 1979)

§ 17.32 Permits—general.

Upon receipt of a complete application the Director may issue a permit for any activity otherwise prohibited with regard to threatened wildlife. Such permit shall be governed by the provisions of this section unless a special rule applicable to the wildlife, appearing in §§ 17.40 to 17.48, of this part provides otherwise. Permits issued under this section must be for one of the following purposes: Scientific purposes, or the enhancement of propagation or survival, or economic hardship, or zoological exhibition, or educational purposes, or incidental taking, or special purposes consistent with the purposes of the Act. Such permits may authorize a single transaction, a series of

transactions, or a number of activities over a specific period of time.

(a)(1) *Application requirements for scientific purposes, or the enhancement of propagation or survival, or economic hardship, or zoological exhibition, or educational purposes, or special purposes consistent with the purposes of the Act.* Applications for permits under this paragraph must be submitted to the Director, U.S. Fish and Wildlife Service, Federal Wildlife Permit Office, 1000 N. Glebe Road, Room 611, Arlington, Virginia 22201, by the person wishing to engage in the prohibited activity. Each application must be submitted on an official application (Form 3-200) provided by the Service, and must include, as an attachment, as much of the following information which relates to the purpose for which the applicant is requesting a permit:

(i) The Common and scientific names of the species sought to be covered by the permit, as well as the number, age, and sex of such species, and the activity sought to be authorized (such as taking, exporting, selling in interstate commerce);

(ii) A statement as to whether, at the time of application, the wildlife sought to be covered by the permit (A) is still in the wild, (B) has already been removed from the wild, or (C) was born in captivity;

(iii) A resume of the applicant's attempts to obtain the wildlife sought to be covered by the permit in a manner which would not cause the death or removal from the wild of such wildlife;

(iv) If the wildlife sought to be covered by the permit has already been removed from the wild, the country and place where such removal occurred; if the wildlife sought to be covered by permit was born in captivity, the country and place where such wildlife was born;

(v) A complete description and address of the institution or other facility where the wildlife sought to be covered by the permit will be used, displayed, or maintained;

(vi) If the applicant seeks to have live wildlife covered by the permit, a complete description, including photographs or diagrams, of the facilities to house and/or care for the wildlife and a

resume of the experience of those persons who will be caring for the wildlife;

(vii) A full statement of the reasons why the applicant is justified in obtaining a permit including the details of the activities sought to be authorized by the permit;

(viii) If the application is for the purpose of enhancement of propagation, a statement of the applicant's willingness to participate in a cooperative breeding program and to maintain or contribute data to a studbook;

(ix) The information collection requirements contained in this paragraph have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned Clearance Number 1018-0022. This information is being collected to provide information necessary to evaluate permit applications and make decisions, according to criteria established in various Federal wildlife and plant conservation statutes and regulations, on the issuance or denial of permits. The obligation to respond is required to obtain or retain a permit.

(2) *Issuance criteria.* Upon receiving an application completed in accordance with paragraph (a)(1) of this section, the Director will decide whether or not a permit should be issued. In making this decision, the Director shall consider, in addition to the general criteria in § 13.21(b) of this subchapter, the following factors:

(i) Whether the purpose for which the permit is required is adequate to justify removing from the wild or otherwise changing the status of the wildlife sought to be covered by the permit;

(ii) The probable direct and indirect effect which issuing the permit would have on the wild populations of the wildlife sought to be covered by the permit;

(iii) Whether the permit, if issued, would in any way, directly or indirectly, conflict with any known program intended to enhance the survival probabilities of the population from which the wildlife sought to be covered by the permit was or would be removed;

(iv) Whether the purpose for which the permit is required would be likely to reduce the threat of extinction fac-

ing the species of wildlife sought to be covered by the permit;

(v) The opinions or views of scientists or other persons or organizations having expertise concerning the wildlife or other matters germane to the application; and

(vi) Whether the expertise, facilities, or other resources available to the applicant appear adequate to successfully accomplish the objectives stated in the application.

(3) *Permit conditions.* In addition to the general conditions set forth in part 13 of this subchapter, every permit issued under this paragraph shall be subject to the special condition that the escape of living wildlife covered by the permit shall be immediately reported to the Service office designated in the permit.

(4) *Duration of permits.* The duration of permits issued under this paragraph shall be designated on the face of the permit.

(b)(1) *Application requirements for permits for incidental taking.* (i) Applications for permits under this paragraph must be submitted to the Director, U.S. Fish and Wildlife Service, Federal Wildlife Permit Office, 1000 N. Glebe Road, Room 611, Arlington, VA 22201, by the person wishing to engage in the activity prohibited by § 17.31.

(ii) The director shall publish notice in the FEDERAL REGISTER of each application for a permit that is made under this section. Each notice shall invite the submission from interested parties, within 30 days after the date of the notice, of written data, views, or arguments with respect to the application.

(iii) Each application must be submitted on an official application (Form 3-200) provided by the Service, and must include as an attachment, all of the following information:

(A) A complete description of the activity sought to be authorized;

(B) The common and scientific names of the species sought to be covered by the permit, as well as the number, age, and sex of such species, if known;

(C) A conservation plan that specifies:

(1) The impact that will likely result from such taking;

(2) What steps the applicant will take to monitor, minimize, and mitigate

such impacts, the funding that will be available to implement such steps, and the procedures to be used to deal with unforeseen circumstances;

(3) What alternative actions to such taking the applicant considered and the reasons why such alternatives are not proposed to be utilized; and

(4) Such other measures that the Director may require as being necessary or appropriate for purposes of the plan.

(iv) The information collection requirements contained in this paragraph have been approved by the Office of Management and Budget under 44 U.S.C. 3507 and assigned Clearance Number 1018-0022. This information is being collected to provide information necessary to evaluate permit applications and make decisions, according to criteria established in various Federal wildlife and plant conservation statutes and regulations on the issuance or denial of permits. The obligation to respond is required to obtain or retain a permit.

(2) *Issuance criteria.* Upon receiving an application completed in accordance with paragraph (b)(1) of this section, the Director will decide whether or not a permit should be issued. The Director shall consider the general criteria in § 13.21(b) of this subchapter and shall issue the permit if he finds that: (i) The taking will be incidental; (ii) the applicant will, to the maximum extent practicable, minimize and mitigate the impacts of such taking; (iii) the applicant will ensure that adequate funding for the conservation plan and procedures to deal with unforeseen circumstances will be provided; (iv) the taking will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; (v) the measures, if any, required under paragraph (b)(1)(iii)(D) will be met; and (vi) he has received such other assurances as he may require that the plan will be implemented. In making his decision, the Director shall also consider the anticipated duration and geographic scope of the applicant's planned activities, including the amount of listed species habitat that is involved and the degree to which listed species and their habitats are affected.

(3) *Permit conditions.* In addition to the general conditions set forth in part

13 of this subchapter, every permit issued under this paragraph shall contain such terms and conditions as the Director deems necessary or appropriate to carry out the purposes of the permit and the conservation plan including, but not limited to, monitoring and reporting requirements deemed necessary for determining whether such terms and conditions are being complied with. The Director shall rely upon existing reporting requirements to the maximum extent practicable.

(4) *Duration of permits.* The duration of permits issued under this paragraph shall be sufficient to provide adequate assurances to the permittee to commit funding necessary for the activities authorized by the permit, including conservation activities and land use restrictions. In determining the duration of a permit, the Director shall consider the duration of the planned activities, as well as the possible positive and negative effects associated with permits of the proposed duration on listed species, including the extent to which the conservation plan will enhance the habitat of listed species and increase the long-term survivability of such species.

[50 FR 39689, Sept. 30, 1985]

§ 17.40 Special rules—mammals.

(a) [Reserved]

(b) Grizzly bear (*Ursus arctos*)—(1) *Prohibitions.* The following prohibitions apply to the grizzly bear:

(i) *Taking.* (A) Except as provided in paragraphs (b)(1)(i)(B) through (F) of this section, no person shall take any grizzly bear in the 48 conterminous states of the United States.

(B) Grizzly bears may be taken in self-defense or in defense of others, but such taking shall be reported, within 5 days of occurrence, to the Assistant Regional Director, Division of Law Enforcement, U.S. Fish and Wildlife Service, P.O. Box 25486, Denver Federal Center, Denver, Colorado 80225 (303/236-7540 or FTS 776-7540), if occurring in Montana or Wyoming, or to the Assistant Regional Director, Division of Law Enforcement, U.S. Fish and Wildlife Service, Lloyd 500 Building, Suite 1490, 500 Northeast Multnomah Street, Portland, Oregon 97232 (503/231-6125 or FTS 429-6125), if occurring in Idaho or Washington, and to appropriate State and