

IMPLEMENTING AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO PALOS VERDES

AND

THE PALOS VERDES PENINSULA LAND CONSERVANCY

AND THE

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

AND THE

U.S. FISH AND WILDLIFE SERVICE

FOR THE

CITY OF RANCHO PALOS VERDES

NATURAL COMMUNITY CONSERVATION PLAN

AND HABITAT CONSERVATION PLAN

(NCCP/HCP)

November 2019

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EXHIBITS

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EXHIBIT B – City Interim Resource Protection Ordinance

EXHIBIT C – Species Covered Under the Plan (10)

EXHIBIT D – Management Agreement Between the City and PVPLC

EXHIBIT E – Conservation Easement

1.0 PARTIES TO THIS AGREEMENT

The Parties to this Implementing Agreement (“Agreement”) are the City of Rancho Palos Verdes, California (“CITY”), Palos Verdes Peninsula Land Conservancy (“PVPLC”), a nonprofit organization, the California Department of Fish and Wildlife, a subdivision of the California Resources Agency (“CDFW”), and the U.S. Fish and Wildlife Service, an agency of the United States Department of the Interior (“USFWS”), hereinafter collectively called the “Parties”. The USFWS and CDFW are hereinafter collectively referred to as the “Wildlife Agencies”.

2.0 RECITALS

The Parties have entered into this Agreement in consideration of the following facts:

2.1 The CITY consists of 13.6 square-miles located on the southwest side of the Palos Verdes Peninsula in Los Angeles County and was incorporated in September 7, 1973. It is bounded to the north by the cities of Rolling Hills, Rolling Hills Estates and Palos Verdes Estates, and to the east by the community of San Pedro in the South Bay.

2.2 The CITY’s interest in preserving sensitive natural communities and habitat dates back to its adoption of the General Plan Natural Environment/Open Space and Conservation Element on June 26, 1975. Through the General Plan process, the Citizens Advisory Group’s primary recommendation was to make the protection of wildlife habitats and sensitive species an open space priority through the Natural Environment Element.

2.3 In November, 1990 the CITY Council authorized the first technical studies for a habitat management plan for the Natural Environment Element of Rancho Palos Verde’s General Plan.

2.4 The State of California adopted the Natural Community Conservation Planning (NCCP) Act (NCCP Act, Fish and Game Code 2800 *et seq.*) in 1991. The CITY expressed its intent to prepare and implement a NCCP and habitat conservation plan (HCP, collectively, NCCP/HCP) by signing a Memorandum of Agreement with CDFW and USFWS in 1991, a NCCP Enrollment Agreement with CDFW in 1992, and a NCCP Planning Agreement with CDFW and USFWS for the Palos Verdes NCCP Subarea in March 1996.

2.5 In 1993, the USFWS listed the coastal California gnatcatcher (*Polioptila californica californica*) as a threatened species under the Endangered Species Act (ESA), 16 U.S.C. §§ 1531 *et seq.*, as amended, and adopted a section 4(d) Special Rule for the interim take of coastal sage scrub while plans are being completed. The coastal California gnatcatcher inhabits portions of the CITY.

2.6 The CITY developed a landscape-scale Geographic Information System (GIS) and database of biological resources and land-use information to allow for the Parties to make informed conservation decisions for future projects to ensure NCCP principles are

implemented in land-use actions. Included in this database was the mapping of vegetation communities, sensitive-species distributions and their potential habitat and development pressures.

2.7 The Palos Verdes Peninsula Land Conservancy (PVPLC) will act as the designated habitat manager for the CITY's NCCP/HCP Preserve (Preserve).

2.8 The CITY developed the NCCP/HCP (Plan) to meet the requirements of the ESA and the NCCP Act. Consistent with the NCCP Act, the Plan is a comprehensive broad-based habitat planning effort intended to provide for effective long-term conservation and management of wildlife and natural communities, while continuing to allow compatible development in accordance with the CITY's General Plan. The NCCP process is intended to be an effective tool to protect natural biological biodiversity and reduce conflicts between conservation of wildlife, plants and their habitats in the CITY while allowing for reasonable land use and economic development. The Plan was developed through a cooperative effort involving the CITY, PVPLC, USFWS, CDFW, local government agencies, property owners, developers, and environmental groups.

2.9 The Plan proposes to provide for the regional conservation of natural wildlife diversity through preservation of sufficient habitat in an appropriate configuration that provides for comprehensive management and the conservation of Covered Species, while allowing for compatible and appropriate development and growth.

2.10 The CITY's Plan addresses the conservation needs of ten (10) Covered Species through take avoidance, minimization, and mitigation measures and through the conservation and management of natural vegetation communities in a configuration that ensures their long-term survival and persistence. The Plan addresses potential impacts to species and natural habitat loss from expected urban growth, and creates a program to avoid, minimize and mitigate and manage for direct and indirect impacts to Covered Species and their habitats for both development and maintenance activities within the CITY.

2.11 The CITY's Plan, including this Agreement, is intended to satisfy the conditions under which the CITY, for the benefit of its citizens, including public and private landowners with development projects within its boundaries, will receive from the Wildlife Agencies certain take authorization (Permits) for Covered Species under section 10 of the ESA and 2835 of the NCCP Act that are addressed in the Plan which is incidental to otherwise lawful activities as authorized by the CITY. The Plan also satisfies the conditions established in the Federal section 4(d) Special Rule for the coastal California gnatcatcher codified at 50 C.F.R. § 17.41(b), for exempting Incidental Take (Incidental Take or Take) of the coastal California gnatcatcher from the prohibitions of section 9 of the ESA.

2.12 Covered Species identified for coverage under the Federal Permit include both listed and Non-Listed animal and Non-Listed plant species under ESA. The State Permit does not include any listed animal or plant species as Covered Species. Including

Non-Listed species as Covered Species under the Plan is intended to help prevent such species from becoming listed in the future and to promote certainty regarding how any future listing of such Non-Listed Covered Species will affect mitigation requirements for Covered Projects and Activities within the CITY. Take of listed plant species is not prohibited under the ESA; however, several Non-Listed plant species are identified for coverage under the Federal Permit in recognition of the conservation benefits provided for such species under the Plan. The Parties intend that such covered plant species will receive the benefit of the USFWS's "No Surprises" Rule (50 C.F.R. §§ 17.22(b)(5)(iii) and 17.32(b)(5)(iii)). Any reference in this Agreement to the Incidental Take of a Covered Species, shall for purposes of covered plant species under the Federal Permit, mean the direct or indirect loss or destruction of, or injury to, covered plant species incidental to a Covered Project and Activity.

2.13 Implementation of the Plan and Preserve Habitat Management Plan (PHMP) will allow the CITY to administer planned development and maintenance activities identified as Covered Projects and Activities in the Plan, while meeting the conservation requirements of Covered Species through conserving and managing a local Preserve System that also meets the mitigation needs of Covered Projects and Activities for the duration of the Permits.

2.14 Any Covered Project or Activity approved by the CITY must be in conformance with the Permits and the Plan, including the habitat and species conservation goals, requirements, and measures found in Sections 4.0, 5.0, and 7.0 of the Plan, including Tables 4-1 and 4-2 of the Plan.

2.15 Conservation of natural communities and wildlife will significantly enhance the quality of life in the CITY by setting aside lands for conservation and the future use and enjoyment of the citizens of the City of Rancho Palos Verdes, the State, and the nation.

2.16 The CITY has submitted a section 10(a)(1)(B) Incidental Take Permit application, and associated NCCP/HCP to the CDFW and USFWS, respectively, in support of a NCCP Permit and section 10(a)(1)(B) Incidental Take Permit.

2.17 The Plan developed by the CITY with the technical assistance of the Wildlife Agencies encompasses the entire jurisdiction of the CITY (Plan Area), which consists of approximately 8,616.5 acres within the CITY's municipal boundaries, Los Angeles County, California, as depicted in Figure 2-1 of the NCCP/HCP. The City of Rancho Palos Verdes is the only jurisdiction within the Palos Verdes Peninsula NCCP Subregion, as described in the Southern California Coastal Sage Scrub NCCP Process Guidelines (CDFG 1993), that has chosen to participate in the NCCP planning process.

2.18 The City of Rancho Palos Verdes' NCCP/HCP is the first to occur in Los Angeles County. The CITY is hereby acknowledged as the first city in Los Angeles County to formally contribute to the conservation of listed and sensitive plant and animal species and their habitat on a subregional basis through an NCCP.

2.19 The USFWS is a Federal agency within the United States Department of the Interior charged with responsibility for administering the ESA and providing for the conservation of federally listed species and their habitat. The USFWS is authorized to issue a Take permit under section 10(a) of ESA for the incidental Take of federally listed species provided that the applicant for such a permit submits an HCP that meets permit issuance criteria set forth in section 10 of the ESA.

2.20 CDFW is a State agency within the California Natural Resources Agency charged with responsibility for administering the California Endangered Species Act (CESA) and the NCCP Act. CDFW is authorized to issue permits under section 2081 of the Fish and Game Code to authorize the incidental Take of State listed species. CDFW is further authorized to issue permits under section 2835 of the Fish and Game Code to authorize the Take of any species, whether or not it is listed as an endangered, threatened or candidate species under State law, where the conservation and management of the species is provided for in a NCCP approved by CDFW.

3.0 PURPOSE

The purpose of this Agreement is to clarify the provisions of the Plan and the processes the parties intend to follow to ensure successful implementation of the Plan in accordance with the Permits and applicable law.

4.0 DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth below. Terms specifically defined in ESA, CESA, or NCCP Act or the regulations adopted by USFWS and CDFW under those statutes shall have the same meaning when used in this Agreement or the Plan. Definitions used in this Agreement may elaborate on, but are not intended to conflict with, such statutory or regulatory definitions, and in the event of any such conflict, the statutory or regulatory definitions shall control:

4.1 “*Adaptive Management*” means a species and habitat management program that combines data from monitoring species and natural systems with new information from management and targeted studies to continually assess the effectiveness and adjust conservation actions. Adaptive Management may include re-prioritizing monitoring efforts, as indicated by monitoring results and the resultant degree of management required for a given resource. The Adaptive Management program is generally designed to achieve the objectives of providing corrective actions where: 1) resources are threatened by land uses in and adjacent to the Preserve, 2) current management activities are not adequate or effective, or 3) enforcement needs are identified.

4.2 “*Additional Conservation Measures*” means the conservation measures beyond those provided by the Plan that are necessary to adequately protect species proposed to be added to the Permits.

4.3 “*Agreement*” means the executed Implementing Agreement intended to ensure implementation of the NCCP/HCP.

4.4 “*Annual Report(s)*” means the report(s) prepared pursuant to the requirements of Section 9.33 of the Plan.

4.5 “*Certificate of Inclusion*” means a certificate issued by the CITY to a Third-Party Participant to ensure compliance with the terms and conditions of the Plan and Permits in accordance with the Plan and Section 9.5 of this Agreement under its jurisdiction and control that extends the CITY’s Take coverage to such parties for Covered Activities carried out in accordance with the Take Authorizations under the Permits and in accordance with the terms and conditions thereof. (See Exhibit A of this Agreement).

4.6 “*CDFW*” means the California Department of Fish and Wildlife.

4.7 “*CEQA*” means the California Environmental Quality Act (the California Public Resources Code §§ 21000 *et seq.*), and all rules, regulations, and guidelines promulgated there under, as amended.

4.8 “*CESA*” means the California Endangered Species Act (California Fish and Game Code §§ 2050 *et seq.*), and all rules, regulations, and guidelines promulgated there under, as amended.

4.9 “*Changed Circumstances*” means, pursuant to 50 C.F.R. § 17.3, changes in circumstances affecting a Covered Species or geographic area covered by the Permits that can reasonably be anticipated by the Parties and that can be planned for in the Plan or as part of the Permit. Changed Circumstances and the planned responses to those circumstances are integral requirements of the Plan and are identified in Section 6.9.2 of the Plan. Changed Circumstances are not Unforeseen Circumstances.

4.10 “*City Ordinance or Urgency Ordinance (City Interim Resource Protection Ordinance)*” means protections that the CITY shall adopt to codify and implement the protections for the Covered Species contained in the Plan and Permit until the CITY’s new regulations and ordinances set forth in Section 10.1.4 of this Agreement are adopted to implement the Plan and Permits. At the time of Permit issuance, the CITY and Wildlife Agencies will work together to determine whether an Ordinance or Urgency Ordinance will be adopted by the CITY. The City Ordinance or Urgency Ordinance will be reviewed and approved by the Wildlife Agencies before adoption by the CITY and will be similar to the former City Interim Resource Protection Ordinance that was previously adopted by the CITY (See Exhibit B of this Agreement). Incidental Take coverage will be extended to third persons and entities under the jurisdiction and control of the CITY through permits issued pursuant to the City Ordinance or Urgency Ordinance, as described in this Agreement and in Section 6.3 of the Plan.

4.11 “*Comprehensive Report*” means a report prepared by PVPLC that will be prepared every three (3) years and will include both a synthesis of all biological data

collected in the preceding three (3) years and an analysis of overall trends in biological resources as described in Section 9.3.2 of the Plan. The Comprehensive Report will also include the Annual Report.

4.12 “*Conveyance or Conveyed*” means to legally transfer land into biological conservation status by means of fee title and conservation easement, or other method deemed acceptable in advance in writing by the Wildlife Agencies, to ensure the permanent protection of such lands for conservation purposes consistent with the Plan. If such conveyance is to an entity other than CITY or PVPLC, such entity must also be approved in advance in writing by the Wildlife Agencies.

4.13 “*Covered Activities*” means operation and maintenance and habitat management activities undertaken by the CITY or PVPLC; public land development undertaken by the CITY; and private land development undertaken by Third-Party Participants under the jurisdiction and control of the CITY that obtain development permits from the CITY consistent with Section 9.5 of this Agreement and as described in Section 5.0 and Tables 5-1 and 5-2 of the Plan and receive Incidental Take Authorization under the section 10(a)(1)(B) Permit and NCCP Permit, provided these activities are otherwise lawful.

4.14 “*Covered Project*” means a project included in the list of projects identified in Sections 5.2 through 5.4 and Tables 5-1 and 5-2 of the Plan that are authorized to receive Incidental Take coverage under the Permits.

4.15 “*Covered Species*” means those ten (10) species for which Incidental Take Authorization is provided through the Permits issued in conjunction with this Agreement, Plan, and Permits. These species are discussed in the Table 1-1 of the Plan and are included in Exhibit C to this Agreement.

4.16 “*Effective Date*” means the date on which this Agreement takes effect. This Agreement shall be effective upon issuance of the Permits.

4.17 “*Endangered Species*” means those species listed as endangered under the ESA and/or CESA.

4.18 “*ESA*” means the Federal Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*), as amended, including all rules and regulations promulgated thereunder, as amended.

4.19 “*Environmentally Sensitive Habitat Area*” or “*ESHA*” means section 30240 of the California Coastal Act that requires: 1) Environmentally Sensitive Habitat Areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas, and 2) Development in areas adjacent to Environmentally Sensitive Habitat Areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

4.20 “*Existing Preserve Roads*” means paved portions of Vanderlip Drive, Narcissa Drive, and Beach School Trail that are located within the Preserve boundaries.

4.21 “*Fiscal Report*” means a report that will be prepared jointly by the City and PVPLC and will be provided to the USFWS and CDFW yearly, as part of the Annual Report, which will also be included in the Comprehensive Report. The Fiscal Report will include the total expenditures made toward habitat acquisition to date and over the preceding year. The Fiscal Report shall include an accounting of all funds received and expended during the previous year to implement the Plan, including the amounts received and expended on habitat acquisition, management, and monitoring.

4.22 “*Fully Protected Species*” means those species identified in California Fish and Game Code sections 3511 sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and 5515 (fish) or any successor statute.

4.23 “*Habitat Conservation Plan*” and “*HCP*” means the City of Rancho Palos Verdes Natural Community Conservation Plan and Habitat Conservation a Plan (NCCP/HCP) prepared by the CITY pursuant to section 10(a)(2)(A) of the ESA, (16 U.S.C. § 1539(a)(2)) and sections 2050, 2080, and 2800 *et seq.* of the Fish and Game Code.

4.24 “*Habitat Restoration Plan*” means a plan that will describe how to actively establish native habitat in areas currently dominated by non-native habitat or on disturbed lands, based on an initial three (3)-year Habitat Restoration Plan developed by the PVPLC in coordination with the CITY and the Wildlife Agencies and approved by the Wildlife Agencies as described in Section 7.5 of the Plan.

4.25 “*Impact Avoidance/Minimization Measures*” means the standard enforceable conditions of approval that the CITY will impose on all Covered Projects and Activities in the Plan Area to ensure implementation of the Plan in accordance with the Permits, as set forth in Section 5.0 of the Plan.

4.26 “*Incidental Take*” means the taking of Covered Species that is incidental to, and not the purpose of, the carrying out of an otherwise lawful activity.

4.27 “*Major Amendment*” means a proposed change to the Plan and/or this Agreement, as described in Section 6.8.2 of the Plan and Section 18.2 of this Agreement that will require an amendment to one or more of the Permits. Major amendments generally include, but are not limited to, proposed modifications to the Plan that would result in changes in the level of conservation provided for a Covered Species, higher levels of Take, significant changes in reserve design, additions to or exclusions of lands from the Plan Area, or greater or different impacts to the Covered Species and their habitats or to the environment generally, than were analyzed in the NEPA and CEQA documents prepared for the Plan. Major amendments must be processed in accordance with all applicable Federal and State laws and regulations including ESA, CESA, NCCP Act, NEPA, and CEQA.

4.28 “*Minor Amendment*” means a proposed minor modification to the Plan or this Agreement, as described in Section 6.8.1 of the Plan and Section 18.1 of this Agreement that is approved in writing by the Wildlife Agencies and does not require an amendment to either of the Permits. Minor amendments include adjustments to the Preserve boundaries (Preserve Boundary Adjustments) that are approved by the Wildlife Agencies based on a finding that the adjustment will result in equal or higher biological value to the Preserve. Minor amendments generally include small changes to the NCCP/HCP that do not result in: 1) coverage for new activities or in 2) impacts to the Covered Species or their habitats, including a higher level of Take, or to the environment generally, that are different from or greater than those impacts analyzed in the NEPA and CEQA documents prepared for the NCCP/HCP. A Minor Amendment does not require an amendment to the Take Authorizations.

4.29 “*Mitigation Fee*” means the fee adopted by the CITY to fund the Habitat Restoration Fund for conveyance and permanent management of land within the Plan Area. The fee is described in Sections 5.1, 5.3.4, and 8.2.1.1 of the Plan.

4.30 “*NCCP Act*” means the California Natural Community Conservation Planning Act of 1991, enacted by Chapter 765 of the California statutes of 1991 (A.B. 2172; codified in part at California Fish and Game Code §§ 2800, *et seq.*), as amended, including all rules and regulations promulgated thereunder, as amended.

4.31 “*NCCP/HCP*” or “*Plan*” means the City of Rancho Palos Verdes Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP), conservation analysis, and related maps/appendices.

4.32 “*NCCP Permit*” or “*State Permit*” means the authorization issued in accordance with this Plan and Agreement by CDFW under section 2835 of the NCCP Act to authorize the Incidental Take of a Covered Species, including Covered Species that are listed under CESA as threatened or endangered, and Covered Species that are candidates for listing, or that are Non-Listed species (e.g., species of special concern).

4.33 “*Natural Community Conservation Plan, or NCCP*” means a plan developed in accordance with the State’s NCCP Act California Fish and Game Code (section 2800, *et seq.*), which provides comprehensive management and conservation of multiple wildlife and plant species, and which identifies and provides for the regional or area-wide protection and conservation of natural wildlife diversity through preservation of sufficient habitat in an appropriate configuration that enables species to persist, while allowing compatible and appropriate development and growth.

4.34 “*NEPA*” means the National Environmental Policy Act (42 U.S.C. § 4321-d 4335) as amended, and all rules and regulations promulgated thereunder, as amended. For the purposes of the Plan and Federal Permit, the USFWS is the lead agency under NEPA as defined in 40 C.F.R. § 1508.16.

4.35 “*Neutral Lands*” means lands on private property that have one of the following three conditions: 1) extreme slopes (35 percent or greater slope - Open Space Hillside), 2) are zoned Open Space Hazard, or 3) contain deed restricted open space (e.g., Home Owner Association lots). Neutral Lands are currently undevelopable lands located outside of the Preserve, and therefore are not subject to the restrictions that apply to properties within the Preserve, but add biological function (e.g., facilitate wildlife movement) and value to the Preserve.

4.36 “*No Surprises Rule*” means the rule promulgated by USFWS and currently codified at 50 C.F.R. §§ 17.22(b)(5) and 17.32(b)(5) that extends certain assurances regarding future mitigation obligations to permittees obtaining Incidental Take Permits under section 10(a) of the Federal ESA.

4.37 “*Non-Listed Covered Species*” means a species that is not listed under ESA and/or CESA, but is included as a Covered Species under the Permits.

4.38 “*NPPA*” means the Native Plant Protection Act (California Public Resources Code §§ 1900 *et seq.*), including all regulations promulgated thereunder, as amended.

4.39 “*Party*” and “*Parties*” mean the signatories to this Agreement, namely the USFWS, CDFW, the City of Rancho Palos Verdes, and PVPLC.

4.40 “*Permits*” means the Federal Permit issued pursuant to section 10(a)(1)(B) of the ESA and the “*Take Authorization*” (State Permit) issued pursuant to section 2835 of the State NCCP Act.

4.41 “*Permittees*” means the CITY and PVPLC.

4.42 “*Plan Area*” means the boundaries of the City of Rancho Palos Verdes NCCP/HCP, consisting of approximately 8,616.5 acres within the CITY’s municipal boundaries, Los Angeles County, California, as depicted in Figure 2-1 of the NCCP/HCP.

4.43 “*Preserve*” means lands in the Plan Area that will be conserved and managed to meet the species and habitat requirements of the Plan and Permits, including lands dedicated as Previous Mitigation that are either currently protected through conservation easements held by the PVPLC and/or CDFW; CITY mitigation lands that will be conveyed and added to the Preserve during the Permit term; and lands that were acquired using State and Federal funding. Assembly of the Preserve is described in Section 4.0 of the Plan and in Section 6.1 of this Agreement. Lands in the Preserve will be subject to habitat management and restoration actions described in Sections 7.0 and 9.0 of the Plan. In addition, all lands in the Preserve will have a conservation easement recorded in favor of PVPLC for CITY-owned lands and in favor of the CITY for PVPLC-owned lands. In order to facilitate management, the Preserve has been divided into 12 geographical management units referred to as “*Reserve Areas*” as shown in Figure 4-4 of the Plan.

4.44 “*Preserve Access Protocol*” or “*PAP*” means the plan that will be developed by the CITY and its Preserve Habitat Manager within ninety (90) days of issuance of the Permits to facilitate access by authorized vehicles to areas within the Preserve and must be approved by the Wildlife Agencies. The PAP will contain measures, including the Habitat Impact Avoidance and Minimization Measures for Covered Project and Activities and Avoidance and Minimization Measures for Covered Species provided in Section 5.5 and Section 5.6 of the Plan, respectively, to avoid and minimize, to the maximum extent possible, environmental damage, including direct and indirect impacts to habitat and Covered Species. Until the PAP is approved by the Wildlife Agencies, the CITY and PVPLC shall ensure all access to the Preserve is consistent with the minimization measures described in Sections 5.5 and 5.6 of the Plan.

4.45 “*Preserve Boundary Adjustment*” means a change in the boundaries of the Preserve specified under the Plan, as described in Section 6.8.1 of the Plan and Section 21.1 of this Agreement that has been approved by the Wildlife Agencies upon their determination that the adjustment will result in equal or higher biological value to the Preserve. This would be considered a type of Minor Amendment to the Plan.

4.46 “*Preserve Habitat Manager*” means the PVPLC, the CITY’s designated Preserve Habitat Manager for the Plan and the entity responsible for overseeing the habitat management activities within the Preserve pursuant to the Palos Verdes Nature Preserve Management Agreement with the CITY (See Exhibit D of this Agreement) and as described in Section 9.0 of the Plan, including, but not limited to management of natural resources, restoration of habitat, reporting, and enforcement of the conservation easement.

4.47 “*Preserve Habitat Management Plan*” or PHMP means the Preserve Habitat Management Plan developed for the Permits as described in Sections 9.3 of the Plan. The PHMP consists of the following four plans: 1) Initial Management and Monitoring Plan, 2) Predator Control Plan, 3) Habitat Restoration Plan, and 4) Targeted Exotic Removal Plan for Plants (TERPP).

4.48 “*Public Lands*” means land owned by the City of Rancho Palos Verdes, as depicted in Figure 4-2 of the Plan.

4.49 “*Public Use Master Plan*” or “*PUMP*” means the CITY’s Public Use Master Plan that describes public access within the Preserve. The CITY’s PUMP covers the CITY’s Conceptual Trails Plan, including the Preserve Trails Plan component. The PUMP is a CITY Covered Project/Activity under the Plan as described in Sections 5.2.8, 5.4, and 9.2.2 of the Plan. Public uses and activities in the PUMP are considered conditionally compatible uses under the NCCP/HCP.

4.50 “*PVPLC*” means the Palos Verdes Peninsula Land Conservancy which will contribute lands and act as the CITY’s designated habitat manager to the “Preserve” in accordance with the Plan and this Agreement. PVPLC is a certified 501(c)(3) nonprofit corporation and conservation organization that has been actively working to “preserve land and restore habitat on the Palos Verdes Peninsula” since 1988. The CITY and PVPLC have

entered into a separate Palos Verdes Nature Preserve Management Agreement (Management Agreement) that will allow PVPLC to act as the CITY's designated NCCP/HCP Preserve Habitat Manager, which is included as Exhibit D to this Agreement. PVPLC is also a Permittee under the NCCP/HCP for take authorization related to implementation of specified biological management and monitoring activities as agreed to by the CITY and PVPLC under the Management Agreement and this Plan (See Section 8.1 of the Plan).

4.51 “*Rare*” means a species (plant or animal) existing in such small numbers throughout all or a significant portion of its range that it may become endangered or threatened (as defined by CESA or ESA) if its environment worsens.

4.52 “*Section 4(d) Special Rule*” means the special rule for the coastal California gnatcatcher, published by the USFWS on December 10, 1993 (58 F.R. 65088) and codified at 50 C.F.R. § 17.41 (b), which defines the conditions under which Incidental Take of the species is considered lawful under the ESA. Under the 4(d) rule, Incidental Take of the coastal California gnatcatcher is not considered a violation of the Take prohibition under section 9 of the ESA if such Take occurs within a jurisdiction that is enrolled in and actively engaged in preparing an NCCP under the State of California’s NCCP Act of 1991 and results from activities conducted in accordance with the NCCP Conservation and Process Guidelines; or such Take results from activities conducted in accordance with an NCCP Plan that has been prepared, approved and implemented in accordance with the NCCP Act and the NCCP Conservation and Process Guidelines and approved by USFWS through issuance of written concurrence that the NCCP Plan meets the standards for issuance of an Incidental Take permit under 50 C.F.R. § 17.32(b).

4.53 “*Section 7 Consultation*” means the process under section 7 of the ESA, 16 U.S.C. §§ 1531, 1536(a)(2), wherein Federal agencies must consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the USFWS for freshwater species and terrestrial wildlife, if they are proposing an “action” that may affect listed species or their designated critical habitat. “*Action*” is defined broadly to include funding, permitting, and other regulatory actions and extends to local government projects that require a Federal permit or receive Federal funding. See 50 C.F.R. § 402.02.

4.54 “*Section 10(a) Permit or Federal Permit*” means the permit issued by the USFWS to the CITY and PVPLC under section 10(a)(1)(B) of the ESA pursuant to 16 U.S.C. § 1539(a), authorizing the Incidental Take of Covered animal Species.

4.55 “*Species of Special Concern (SSC)*” means a species, subspecies, or distinct population of an animal native to California that is not currently listed and does not currently warrant listing under CESA or but may in the future warrant listing under the statute.

4.56 “*Take*” and “*Taking*” shall have the meanings provided by the Federal and Fish and Game Code, section 86 and shall apply to both listed and Non-Listed Covered Species in the Plan. Loss of Covered plant species that occurs under the Federal Permit

shall be considered Take for purposes of assessing any outstanding mitigation owed on account of Take of Covered Species during the term of the Federal Permit under 50 C.F.R. §§ 17.22(b)(7) and 17.32(b)(7).

4.57 “*Take Authorization*” means the authorization to incidentally take the Covered Species under the Federal section 10(a)(1)(B) Incidental Take Permit or pursuant to section 2835 of the State NCCP Act.

4.58 “*Targeted Exotic Removal Plan for Plants*” or “*TERPP*” means a key component of the PHMP and Adaptive Management program to control for invasive species in the Preserve as described in Sections 6.10.2.5, 7.6, and 9.0 of the Plan.

4.59 “*Targeted Lands*” means Federal and private properties shown in Figure 4-1 of the Plan that contain natural vegetation and provide biological value to Covered Species and other wildlife. These areas could benefit from habitat stewardship and the private properties may be formally dedicated to the Preserve with conservation easements and committed habitat management as described in Sections 7.0 and 9.0 of the Plan.

4.60 “*Third-Party Participants*” means third-parties under the jurisdiction and where the CITY has land use control that receive Take Authorization for Covered Projects and Activities under the Plan through the CITY local development review/approval process or receives a Certificate of Inclusion to ensure compliance with the terms and conditions of the Plan and Permits in accordance with the Plan and Section 9.5 of this Agreement. Third-Party Participants specifically include landowners and public and private entities undertaking land development Covered Activities in conformance with an approval granted by the CITY in compliance with the Plan, Permits, and this Agreement.

4.61 “*Threatened Species*” means those species listed as threatened under the ESA and/or CESA.

4.62 “*Trump National/Ocean Trails HCP*” means the existing Habitat Conservation Plan (Trump National/Ocean Trails HCP, PRT-799348), which is covered by an incidental take permit issued by the USFWS in 1997 to address potential impacts of golf course construction and operation to eight species that were covered under the HCP, including the coastal California gnatcatcher and coastal cactus wren, and subsequently amended in 2001 to include the Palos Verdes blue butterfly (TE-032423-1, TE-037483-0). The Trump National/Ocean Trails is described in Section 4.2.1 of the Plan, and its associated conservation area is included within the Plan Area and CITY’s Preserve.

4.63 “*Unforeseen Circumstances*” means, pursuant to 50 C.F.R. § 17.3 changes in circumstances affecting a species or geographic area covered by the Plan that could not reasonably have been anticipated by the CITY or Wildlife Agencies, at the time of the Plan’s development, and that result in a substantial and adverse change in the status of a Covered Species as described in Section 6.10 of the Plan and Section 10.3 of this Agreement.

4.64 “*USFWS*” means the United States Fish and Wildlife Service, an agency of the United States Department of the Interior.

4.65 “*Wildlife Agencies*” means USFWS and CDFW, collectively.

5.0 FINDINGS BY THE USFWS AND CDFW

5.1 USFWS. The USFWS has issued Findings, following opportunity for public comment, which conclude that: 1) the taking of Covered Species within the Permit Area in accordance with the Plan as implemented will be incidental to the carrying out of otherwise lawful activities; 2) the Plan as implemented will, to the maximum extent practicable, minimize and mitigate the impacts of such incidental taking; 3) the funding sources identified and provided for herein will ensure that adequate funding for the Plan will be provided; 4) the requested taking of Covered Species will not appreciably reduce the likelihood of survival and recovery of such species in the wild or result in the destruction or adverse modification of Critical Habitat; and 5) the Plan, as implemented, will satisfy and fulfill all measures agreed upon by the Parties for the purposes of the Plan.

5.2 CDFW. As further described in the NCCP Permit and findings issued by CDFW pursuant to the NCCP Act, the CDFW has found, following opportunity for public comment, that the Plan and this Agreement: 1) adequately provide for the conservation and management of the Covered Species and their habitat within the Plan; 2) satisfy all legal requirements under the NCCP Act necessary for CDFW to issue an NCCP Permit for such species; and 3) meet all other requirements of the NCCP Act for an NCCP as set out in Fish and Game Code section 2830.

CDFW has found further that the Plan and this Agreement adequately provide for the mitigation of potential “significant effects on the environment,” as defined in California Public Resources Code section 21068 that may result to Covered Species and their habitat from the Covered Projects and Activities authorized by the Plan and the NCCP Permit.

6.0 NATURAL COMMUNITY CONSERVATION PLAN/HABITAT CONSERVATION PLAN

Pursuant to section 10(a)(2)(A) of the ESA (16 U.S.C. § 1539(a)(2)(A)) and section 2800 *et seq.* of the Fish and Game Code (NCCP Act of 2003, as amended), the CITY has prepared a Natural Community Conservation Plan/Habitat Conservation Plan known as the “NCCP/HCP” or “Plan” and submitted it in support of obtaining state and Federal Permits. The NCCP/HCP qualifies as an NCCP under the NCCP Act. The Plan provides a program of conservation for the Covered Species and protection of their natural communities and habitats in perpetuity through land use regulation, acquisition, and management. The CITY has submitted the NCCP/HCP to the USFWS and the CDFW, and the CITY has requested that the USFWS issue a section 10(a)(1)(B) Incidental Take Permit and that the CDFW issue NCCP authorization pursuant to section 2835 of the Fish and Game Code, within the Plan Area to allow the Incidental Take of those Covered Species determined by the Wildlife Agencies to be adequately conserved by the Plan in accordance with this

Agreement. The Plan proposes a comprehensive, long-term conservation and mitigation program for the Covered Species and their habitats. The CITY has also requested that the USFWS acknowledge that the Plan satisfies the conditions under the section 4(d) Special Rule to allow the Incidental Take of the coastal California gnatcatcher and its coastal sage scrub habitat associated with otherwise lawful activities within the Plan Area.

7.0 RESERVE DESIGN AND CONSERVATION STRATEGY

The Plan describes the reserve design and conservation strategy. The reserve design is intended and expected to preserve the biodiversity of the Plan Area. The Plan includes specific and measurable biological goals and objectives and identifies conservation measures designed to conserve Covered Species and the natural communities upon which they depend. The CITY's primary conservation strategy is to dedicate a total of 1,402.4 acres of habitat for the NCCP/HCP Preserve assembly. The dedication includes Existing Public Lands that are currently owned by the CITY (1,123 acres) and the PVPLC (20.7 acres). The remainder of the Preserve will be comprised of 258.7 acres of CITY-owned land or land that will eventually be owned by the CITY which has been previously dedicated for conservation as mitigation for certain private projects and will be added to the Preserve.

Of the 1,123 acres of Existing Public Lands, 61.5 acres were acquired in association with a grant to the State of California through the USFWS's Section 6 Habitat Conservation Plan Land Acquisition Program, 263.5 acres were obtained by the CITY, and 798 acres of land in Portuguese Bend, Agua Amarga, Upper Filiorum, and Forrestal were purchased for conservation in support the NCCP/HCP. The 798 acres were acquired with funds provided by the CITY, PVPLC, California Coastal Conservancy, Wildlife Conservation Board, City of Rolling Hills, County of Los Angeles, and California State Dominguez Hills. Specifically, the 499.9 of the 798 acres were purchased using non-state funding or are being dedicated directly by the CITY. Thus, the CITY is contributing a total of 499.9 acres to mitigate for all Covered CITY Projects and Activities. (Hereinafter, these 499.9 acres of additional lands dedicated by the CITY will be referred to as "CITY Mitigation Lands"). The CITY and PVPLC will be responsible for the management of the entire 1,402.4-acre Preserve. Lands dedicated to the Preserve by the CITY will be encumbered by a conservation easement held by the PVPLC with the Wildlife Agencies named as third-party beneficiaries. The proposed Preserve was designed to be consistent with NCCP standards and guidelines and the issuance criteria for ESA section 10(a) for species covered by the Permits. The Preserve conserves regionally important habitat areas and provides adequate habitat linkages between patches of conserved habitat.

7.1 Existing Public Lands to be Dedicated to the Preserve. The Existing Public Lands that are currently owned by the CITY (1,123 acres) or the PVPLC (20.7 acres) will be dedicated to the Preserve and perpetually managed by the PVPLC. The remainder of the Preserve will be comprised of 258.7 acres of CITY-owned land, or land that will eventually be owned by the CITY which has been previously dedicated for conservation as mitigation for certain private projects, will also be dedicated to the Preserve. Management of these previously conserved or dedicated lands is dictated by pre-existing permits and/or agreements. All of the lands to be dedicated to the Preserve are identified

in Table 4-1 and Figure 4-2 of the Plan and described below. Within ninety (90) days after Permit issuance, each property listed in Section 4.2 in the Plan will be considered formally dedicated to the Preserve when a conservation easement, in a form consistent with Exhibit E of this Agreement, in favor of PVPLC or the CITY for property owned by the PVPLC and approved by the Wildlife Agencies, and which names the Wildlife Agencies as third-party beneficiaries, is recorded on the property. When the land is formally dedicated to the Preserve, the lands will be managed according to this NCCP/HCP. Once the 1,123 acres of CITY lands have been dedicated to the Preserve and are being managed for conservation purposes, including the management obligation during the Permit term, the CITY will have fulfilled its Preserve assembly and mitigation obligations for the impacts of all of the CITY Covered Projects and Activities described in Section 5.0 of the Plan. Obligations regarding conservation for these mitigation lands include perpetual monitoring as identified in Section 8.2.1.1 of the Plan. The 1,143.7 acres of Existing Public Land that are currently owned by the CITY or PVPLC that are managed in perpetuity will contribute to the Preserve assembly.

7.2 Other Private and Public Targeted Lands for Dedication to the Preserve. A total of 170.9 acres of publicly and privately owned properties have been identified as Targeted Lands for possible future dedication to the Preserve. Adding the Targeted Lands properties to the Preserve will require approval from the underlying fee owner, the recordation of acceptable conservation easements (except for properties in Federal ownership), and available funding for active habitat management by the PVPLC. A memorandum of understanding will be sought by the CITY and PVPLC for management of Targeted Lands under Federal ownership.

7.3 Neutral Lands. Although not a part of the Preserve, Neutral Lands are currently undevelopable lands that add biological function (e.g., facilitate wildlife movement) and value to the Preserve. Approximately 1,696.7 acres of “Neutral Lands” exist outside the Preserve boundary (See Section 4.5 and Figure 4-17 of the Plan). Neutral Lands contain 670.9 acres of natural vegetation, of which 430.2 acres is coastal sage scrub habitat. The Neutral Lands designation has been applied to privately owned properties in the CITY that contain development constraints due to existing CITY zoning code or other restrictions. The Neutral Lands designation is noted in the NCCP/HCP because these properties will likely remain as open space, thus contributing to the function of the Preserve. Neutral Lands are not included in the Preserve and therefore are not subject to the restrictions that apply to properties within the Preserve. The Neutral Lands are mapped solely to provide an estimation of their area and location relative to the actual Preserve. PVPLC and the CITY will work to obtain conservation easements over some of these lands and add as many of these parcels to the Preserve as is possible. These Neutral Lands can be placed into the following three categories: Extreme Slopes on Private Property (Open Space Hillside), Lands Zoned Open Space Hazard, and Deed-Restricted Lands.

7.4 Conservation Easements. The NCCP/HCP identifies habitat to be conserved through acquisition and recordation of conservation easements. Lands dedicated to the Preserve by the CITY will be encumbered by a conservation easement held by the PVPLC with the Wildlife Agencies named as third-party beneficiaries in the same form as

the attached Exhibit E. Lands dedicated to the Preserve by the PVPLC will be encumbered by a conservation easement held by the CITY with the Wildlife Agencies named as third-party beneficiaries. The terms of all conservation easements must be approved in writing by the Wildlife Agencies. All conservation easements shall be recorded in perpetuity pursuant to Civil Code section 815 *et seq.* and shall be subject to the Plan.

7.5 Habitat Restoration/Enhancement Potential. A significant portion of the undeveloped lands within the Plan Area support non-native plant communities. As a requirement of the Plan, PVPLC will restore a minimum of 5 acres of native habitat, or a total of 15 acres every three (3) years if exigencies prevent restoration of 5 acres each year. The native habitat will be restored in areas currently dominated by non-native habitat or on disturbed lands as described in Section 7.5 of the Plan. A total of 250 acres of restoration are anticipated over the Permit term. As funding becomes available, these communities will be restored to native plant communities to increase the local habitat carrying capacity of Covered Species. Areas that can be restored to native scrub habitats include non-native grassland and disturbed vegetation communities, disturbed areas, and previously developed areas within the Preserve. The CITY and PVPLC are committed to additional enhancement of the Preserve with a long-term habitat restoration plan as detailed in Section 7.5 of the Plan and the Targeted Exotic Removal Plan for Plants (TERPP) (Section 7.6 of the Plan). Additional restoration work, not required under the Plan, may occur as additional grant funds or mitigation funds become available from projects outside of the Plan Area. Over the term of this NCCP/HCP, the amount of sage scrub habitats within the Preserve could exceed the current inventory of coastal sage scrub within the Plan Area. The priority for restoration will be to enlarge existing patches of coastal sage scrub in the larger blocks of conserved lands within the Preserve that support or have the potential to support Covered Species and enhance linkages between large blocks of habitat to improve linkage function. This restoration program will provide the opportunity to expand or create new populations of Covered Species by providing new suitable habitat for Covered Species.

8.0 COVERED PROJECTS AND ACTIVITIES

The NCCP/HCP assumes incidental take coverage for seventeen (17) CITY Projects/Activities (Section 5.2 of the Plan), five (5) Covered Private Projects/Activities (Section 5.3 of the Plan), and Other Covered Activities in the Preserve (Section 5.4 of the Plan), provided that the Covered Projects and Activities are consistent with the habitat and species conservation goals and requirements found in Sections 4.0, 5.0, and 7.0 of the Plan, including Tables 4-1 and 4-2 of the Plan, and the applicable impact limits and Habitat Impact Avoidance and Minimization Measures described in Section 5.5 of the NCCP/HCP and Avoidance and Minimization Measures for Covered Species described in Section 5.6 of the NCCP/HCP as part of all CITY approvals, operations, and authorizations to precede work, where applicable. Any potential impacts to properties within the Plan Area that were previously acquired with nontraditional section 6 HCP Land Acquisition grant funding will be subject to review and approval by the Wildlife Agencies to confirm consistency with the section 6 grant. All Covered Projects and Activities will be reviewed by the CITY to ensure their consistency with the NCCP/HCP. As they are proposed, the Covered Projects

and Activities will be forwarded to and may be reviewed by the Wildlife Agencies during the applicable CEQA (or other) process for consistency with this NCCP/HCP.

8.1 Covered CITY Projects and Activities. Covered CITY Projects/Activities (Section 5.2 of the Plan) are listed in Table 5-1 and Figure 5-2 of the NCCP/HCP. The CITY mitigation lands described in Section 4.2 and Table 4-1 (Public and Private Lands Contributed to the Preserve) of the Plan will be encumbered by conservation easements which are to be recorded on CITY-owned properties within the Preserve pursuant to Section 4.2 of the Plan and Section 7.1 of this Agreement. All mitigation for CITY Covered Projects/Activities will occur within the Preserve.

The Covered City Projects/Activities are proposed to occur inside and outside of the Preserve and are anticipated to permanently impact a maximum of 303.7 acres of non-native grassland and 115.8 acres of CSS. Within the Preserve, there are 737.0 acres of CSS, and no more than 60.0 acres will be impacted in the Preserve leaving a minimum of 677.0 acres within the Preserve. Southern cactus scrub, saltbush scrub, and coastal bluff scrub are subsets of CSS, and no more than 5 acres of southern cactus scrub, 2 acres of coastal bluff scrub, and 2 acres of saltbush scrub could be lost within the Preserve associated with Covered CITY Projects/Activities. Of the 470.9 acres of grassland within the Preserve, a maximum of 148.3 acres could be impacted by Covered CITY Projects/Activities within the Preserve, leaving a minimum of 322.6 acres. The CITY will mitigate these impacts by dedicating CITY land to the Preserve and providing restoration and management funding for the Preserve as detailed in Section 8.0 of the Plan. Through Plan implementation non-native grassland within the Preserve may be restored to native habitat. Impacts to specific vegetation communities within and outside of the Preserve are described in individual project descriptions (Section 5.2 of the Plan).

8.2 Covered Private Projects and Activities. The Covered Private Projects and Activities are proposed to occur outside of the Preserve and are anticipated to impact a maximum of 262.8 acres of grassland and 99.5 acres of coastal sage scrub. These impacts will be mitigated by each project proponent. Impacts to specific vegetation communities and associated mitigation are described in individual project descriptions (Section 5.3 of the Plan and Table 5-2 of the Plan). Mitigation for certain Covered Project Projects (Section 5.3.2 of the Plan) is addressed, in part, by the CITY conveying and managing 1,123 acres to the Preserve. Payment of a Mitigation Fee into the CITY's Habitat Restoration Fund by private projects is included in the NCCP/HCP as method for the CITY to recoup some of the costs to fund the Plan (Section 14.2.1 of the Plan).

8.3 Other Covered Activities. The Other Covered Activities described in Section 5.4 of the Plan are expected to occur in the Preserve and these activities are not expected to involve the permanent loss of habitat. The Covered Activities described in Section 5.4 of the Plan shall adhere to the habitat and species conservation goals and requirements found in Sections 4.0 and 7.0 of the Plan, including Tables 4-1 and 4-2 of the Plan, and the applicable impact limits and Habitat Impact Avoidance and Minimization Measures for Covered Projects and Activities and Avoidance and Minimization Measures for Covered Species described in Section 5.5 and Section 5.6 of the NCCP/HCP,

respectively as part of all CITY approvals, operations, and authorizations to precede work, where applicable. All Other Covered Projects and Activities occurring in the Preserve must be consistent with the terms of the applicable easements.

8.3.1 Operation and Maintenance. Operation and Maintenance activities described in Section 5.4.1 of the Plan are Covered Activities that are expected to occur in the Preserve due to short- and long-term operation and maintenance requirements or emergency situations conducted by the CITY, other public agencies, or utility companies seeking Third-Party Participant status. All of these listed in Section 5.4.1 of the Plan may not occur without first notifying the CITY. Any activity not identified below as a Covered Activity may not be initiated in the Preserve without prior notification to the PVPLC and concurrence from the Wildlife Agencies. These activities include: 1) Landslide abatement and monitoring activities that do not result in the loss of Covered Species and/or habitat. The regular maintenance and repair of existing drainage facilities, Existing Preserve Roads, and trails that accommodate authorized vehicles within the Preserve that do not result in the loss of Covered Species and/or habitat; 2) The maintenance of Existing Preserve Roads and trails that accommodate authorized vehicles in the Preserve provided there is no loss of Covered Species and/or their habitat; 3) Geologic testing and monitoring for public health and safety reasons, provided there is no loss of Covered Species and/or their habitat; 4) Installation, maintenance, and repair of utilities and related infrastructure(s) that are necessary to serve the Covered Private Projects identified in Section 5.2 of the Plan provided there is no loss of Covered Species and/or their habitat; 5) Maintenance and repair of utilities and related infrastructure(s) provided there is no loss of Covered Species and/or their habitat; 6) The maintenance and repair of existing water quality basins, retention basins, detention basins, and debris basins, provided there is no loss of Covered Species and/or their habitat; 7) Photography and filming, provided a CITY permit is obtained, no grading is involved, no new access road or trails are created, and provided there is no loss of Covered Species and/or their habitat; and 8) City and Los Angeles County law enforcement activities, including authorized vehicular access. All Operation and Maintenance activities described in Section 5.4.1 occurring in the Preserve must be consistent with the terms of the applicable conservation easement.

8.3.2 Public Use. Public access to the Preserve is conditionally allowed for passive recreational purposes and to promote understanding and appreciation of natural resources under the NCCP/HCP and must be consistent with the protection and enhancement of biological resources set forth in the Plan. Excessive or uncontrolled access, however, can result in habitat degradation through trampling and erosion (e.g., along trails) and disruption of breeding and other critical wildlife functions at certain times of the year. In order to balance the public's passive recreational needs with the protection of natural resources within the Preserve, a Public Use Master Plan (PUMP) has been developed jointly by the CITY, the public, and PVPLC to address public access issues and adopted by the CITY Council on April 2, 2013. The PUMP is a proposed CITY-Covered Project/Activity incorporated into the Plan; therefore, it must be approved by the Wildlife Agencies as part of the NCCP/HCP before the activities, including the Preserve Trails Plans, will be allowed. Section 5.4.2 of the Plan identifies public uses and activities, which conform to the PUMP, and are considered conditionally Covered Activities in the Preserve

under the Plan. All Other Covered Activities occurring in the Preserve must be consistent with the terms of the applicable conservation easements.

8.3.3 Preserve Management. Management of the Preserve in accordance with the provisions described in Sections 7.0 and 9.0 of the Plan is a Covered Activity. Specific management of Covered Activities anticipated to occur in the Preserve include: 1) Monitoring of Covered Species; 2) Vehicular access; 3) Habitat restoration; 4) Invasive species control; 5) Predator control; 6) Reintroduction of Covered Species; 7) Photo documentation; 8) Installation of signage; 9) Trail maintenance; 10) Maintenance of fire/fuel buffers; and 11) Field research and studies designed to contribute to the long-term protection of habitats and species and other basic research of habitats and species included in the Preserve.

8.4 Habitat Impact Avoidance and Minimization Measures for Covered Projects and Activities. The Plan includes measures to avoid and minimize Take of Covered Species and to conserve natural communities and Covered Species. The CITY shall coordinate with PVPLC to ensure that Habitat Impact Avoidance and Minimization Measures listed in Section 5.5 of the Plan are implemented as enforceable conditions in the Permits, operations, and authorizations to proceed with the Covered Projects and Activities listed in Sections 5.2 through 5.4 of the Plan.

8.5 Avoidance and Minimization Measures for Covered Species. The Plan includes measures to avoid and minimize Take of Covered Species and to conserve natural communities and Covered Species. The CITY shall coordinate with PVPLC to ensure that Avoidance and Minimization Measures for Covered Species listed in Section 5.6 of the Plan are implemented as enforceable conditions in all Permits, operations, and authorizations to proceed with the Covered Projects and Activities listed in Sections 5.2 through 5.4 of this Plan. Species-specific conservation measures for Covered Species are described in detail in Appendix B of the Plan and summarized in the NCCP/HCP.

8.6 Restrictions and Requirements for Projects/Activities Abutting and Adjacent to the Preserve. The Plan includes measures to address Project and Activities that are abutting or adjacent to the Preserve. The CITY shall ensure that the restrictions and requirements listed in Section 5.7 of the Plan (e.g., fencing, lighting, equestrian, landscaping, stormwater, and urban runoff) and this section of the Agreement are implemented as enforceable conditions in all Permits, operations, and authorizations to proceed for Covered Projects and Activities that abut or are adjacent to the Preserve.

9.0 TAKE AUTHORIZATIONS

Issuance of the Federal and State Permits signifies that the Plan fulfills the requirements under the ESA and NCCP Act needed for the Wildlife Agencies to authorize the Take of Covered Species caused by the Covered Projects and Covered Activities.

9.1 Take Authorizations for Permittee. Concurrent with execution of this Agreement, the USFWS will issue a Federal Permit under section 10(a)(1)(B) of the ESA

that authorizes the incidental Take of Covered Species (animal) resulting from Covered Projects and Covered Activities, and CDFW will issue an NCCP Permit under section 2835 of the California Fish and Game Code that authorizes the Take of Covered Species resulting from Covered Projects and Covered Activities.

Authorized Take covers the Permittees and Third-Party Participants under the direct control and jurisdiction of the Permittees, including all of its respective officers, directors, employees, agents, subsidiaries, member agencies, and contractors, as applicable, who engage in any Covered Project or Covered Activity and implementation of the Plan.

9.2 Timing of Take Authorizations. As of the Effective Date, and concurrent with the adoption of the City Ordinance or Urgency Ordinance, the Permittees may Take Covered Species during implementation of Covered Projects and Activities in the Plan Area, as further authorized by and subject to the conditions of this Agreement, the Plan, and the Permits.

9.3 Take Authorizations for Non-Listed Covered Species

9.3.1 ESA Section 10. Covered Species that are not listed on the Effective Date as endangered or threatened under the ESA have been treated in the Plan as if they are Listed Species. In the event a Non-Listed Species becomes a Federally Listed Species in the future, incidental Take of that species will, without any further action on the part of the Permittees, be immediately authorized pursuant to the terms of the Plan, the Federal Permits, and this Agreement.

9.3.2 NCCP Act. Take of all Covered Species, regardless of whether they are State Listed Species, is authorized under the NCCP Act Permit as of the Effective Date.

9.4 No Take Authorization for Fully Protected Species. No Fully Protected Species are included in the list of Covered Species; therefore, Take of these species is not authorized in the NCCP Permit. The following species may occur within the Plan Area and are fully protected under the California Fish and Game Code with no take authorized under this Plan: 1) California brown pelican (*Pelecanus occidentalis*); 2) American peregrine falcon (*Falco peregrinus anatum*); 3) white-tailed kite (*Elanus leucurus*); 4) golden Eagle (*Aquila chrysaetos*); 5) California least tern (*Sterna albifrons browni*); and 6) bald eagle (*Haliaeetus leucocephalus*). CDFW and the CITY acknowledge and agree that the Plan affords no take of Fully Protected Species, and that the measures set forth in the Plan, even if they are fully complied with, can result in the Take of these species. If the CITY determines that its actions or that of a third person, may affect such Fully Protected Species, then the CITY shall notify the CDFW in writing of such discovery and propose measures that are necessary to avoid Take of these species. The CITY shall implement the measures proposed by CDFW or other measures agreed to by the Parties as adequate to avoid Take of Fully Protected Species.

If at any time in the future the CITY requests authorization allowing the Incidental Take of any species subject to California Fish and Game Code §§ 3511, 4700, 4800, 5050, or

5515, the CITY may request an amendment of the Plan and Permit, or a new permit, for such species. In processing any such application CDFW shall give good faith consideration to the take avoidance and mitigation measures already provided in the Plan and Permit and shall issue the amendment or Permit under the same terms and conditions as the existing Permit, to the extent permitted by law.

9.5 Take Authorizations for Third-Party Participants. The CITY, as a Permittee, may allow within the Plan Area the Take of Covered Species by Third-Party Participants undertaking Covered Projects or Covered Activities provided that the Third-Party Participants are under the direct land use control of the CITY. Direct control may be established through Permittee's issuance of either a 1) Development permit or similar authorization, or 2) Certificate of Inclusion to the Third-Party Participant to ensure compliance with the terms and conditions of the Plan and Permits. As set forth below, such activities must comply with all of the terms and requirements of the Permits, Plan, and this Agreement.

9.5.1 Grant of Take to Third-Party Participants. The CITY may grant Take Authorization to a Third-Party Participant for its activities upon compliance with this section. The Third-Party Participant shall submit a complete application for the proposed activity to the CITY containing a detailed description of the proposed activity, a map indicating the location of the proposed activity and an analysis of its potential impacts to Covered Species and their habitats and to the Preserve. The authorization for Incidental Take issued by the CITY to a Third-Party Participant shall be for the length of time and run concurrent with the specific land development Covered Project or Activity approval granted by the CITY. However, no grading, clearing and/or grubbing activities may be commenced or authorized by the Third-Party Participant pursuant to the CITY's development approval and entitlement process until the Take minimization and mitigation obligations imposed through the CITY's development approval have been fully satisfied (via conservation easement, transfer of fee title, etc.) or are guaranteed (via irrevocable offer of dedication, mitigation bond, letter of credit, pledged savings account or other equivalent mechanism).

Within thirty (30) days of receipt of the complete application, the CITY and Wildlife Agency staff shall review the application. If CITY staff, with the concurrence of the Wildlife Agencies, finds that the proposed project or activity complies with all terms and requirements of the Plan, the Permits, and this Agreement and does not compromise the viability of the Permits or the Preserve, the CITY shall issue a Certificate of Inclusion upon completion or fulfillment in full of all appropriate requirements as set forth below and the proposed project or activity shall be deemed a Covered Activity. In the event the proposed project or activity crosses the Preserve, CITY staff must make a finding supported by adequate evidence that the project or activity will result in a biologically equivalent or superior alternative to the Plan Preserve prior to execution of a Certificate of Inclusion, and be consistent with the terms of the applicable conservation easement. The Certificate of Inclusion shall depict on an attached map 1) the lands by parcel number, and 2) acreage and owner to which the proposed Take Authorization(s) would apply. In the event that the proposed project or activity does not comply with the terms and requirements of the

Permits, the Plan, and this Agreement, and/or compromises the viability of the Preserve, the CITY and Wildlife Agency staff shall meet with the proposed Third-Party Participant representatives to attempt to reach a mutually agreeable solution.

9.5.2 Requirements for Third-Party Participants. In addition to complying with applicable sections of the Plan, Third-Party Participants shall also contribute to Plan implementation through payment of a Mitigation Fee based upon the type of proposed activity and amount of habitat impact, which shall be applicable to all activities in the Plan Area (Section 5.3 of the Plan). Projects proposed inside the Preserve shall be designed and implemented pursuant to the requirements of the Plan. All obligations must be satisfied prior to impacts to Covered Species and their Habitats.

10.0 OBLIGATIONS OF THE PARTIES

10.1 Obligations of the CITY. The CITY will fully perform and fund all obligations assigned to it or carried out on its behalf by PVPLC under the Plan, this Agreement, and the Permits, including but not limited, to the Preserve assembly, management and monitoring obligations, the requirement to amend all applicable CITY ordinances as necessary to implement the Plan, funding of the Plan during the 40-year Permit term, and implementation of planned responses to Changed Circumstances. The CITY will continue to fulfill its funding responsibilities identified in Appendix C (Exhibit C-2) of the Plan post-Permit term. The CITY is responsible for ensuring compliance with the terms of the Plan, this Agreement and the Permits by Third-Party Participants and third persons under the jurisdiction of the CITY and will use its police powers to enforce the terms of the Plan, this Agreement, and the Permits against Third-Party Participants and third persons subject to its jurisdiction.

10.1.1 Assembly of Preserve System. As of the Effective Date, there are approximately 2,385.1 acres of undeveloped land remaining in the Plan Area, out of which the CITY shall ensure the conservation and management in perpetuity of a minimum 1,402.4-acre Preserve, through dedication of Existing Public Lands. Of these lands, 1,143.7 acres of Existing Public Lands that are currently owned by the CITY (1,123 acres) or the PVPLC (20.7 acres) will be dedicated to the Preserve and managed by the PVPLC. The remainder of the Preserve will be comprised of 258.7 acres of CITY-owned land or land that will eventually be owned by the CITY which has been previously dedicated for conservation as mitigation for certain private projects. Management of these previously conserved or dedicated lands is dictated by pre-existing permits and/or agreements. All of the lands to be dedicated to the Preserve are identified in Table 4-1 and Figure 4-2 of the Plan. Within ninety (90) days after Permit issuance, each property listed in section 4.2 of the Plan will be considered formally dedicated to the Preserve when a conservation easement, in a form consistent with Exhibit E and approved by the Wildlife Agencies, in favor of PVPLC or the CITY for property owned by the PVPLC and which names the Wildlife Agencies as third-party beneficiaries, is recorded on the property. Once the 1,123 acres of CITY and 20.7 acres of PVPLC lands have been dedicated to the Preserve and are permanently managed for conservation purposes, the CITY will have fulfilled its Preserve assembly and mitigation obligations for the impacts of all of the Covered CITY Projects

and Activities described in Sections 4.2 and 5.0 of the Plan. Permanent management includes the restoration/enhancement a total of 250 acres of habitat and the removal of exotic plants on 5 acres or 20 small sites selected for treatment each year during the Permit term as provided in Section 11.0 of this Agreement.

Furthermore, as explained in Section 7.2 of the Agreement, the CITY may choose to dedicate an additional 170.9 acres of private and public undeveloped lands (“Targeted Lands”) to the Preserve (Section 4.4 and Figure 4-3 of the Plan), if those lands are subsequently acquired by the CITY. An additional 670.9 acres of undeveloped lands (“Neutral Lands”) composed of natural vegetation are located within the Plan Area outside of the Preserve (Section 4.5 and Figure 4-2 of the Plan). Neutral Lands are not currently developable and are expected to contribute added conservation value to the NCCP/HCP; however, they are not managed as part of the Preserve.

10.1.2 Management of the Preserve System. When the land is formally dedicated to the Preserve, the lands will be perpetually managed according to NCCP/HCP. The CITY through the PVPLC shall manage the Preserve lands in perpetuity in accordance with the PHMP and other plans described in Sections 8.0 and 9.0 of the Plan. As described in Section 9.3.1 of the Plan, PVPLC has prepared a PHMP that addresses the implementation of the Preserve management and monitoring recommendations identified in Sections 8.0 and 9.0 of the Plan. PVPLC began implementing the PHMP in 2006.

10.1.3 CITY Implementation Process. Upon approval of the NCCP/HCP and signing of this Agreement, the CITY will use its land-use authority to implement the provisions of the NCCP/HCP. The CITY will guarantee implementation of this NCCP/HCP through interim and permanent regulatory measures, including codes, ordinances, and policies contained in the CITY’s General Plan and Municipal Code, as described in Section 6.0 of the Plan. The actions described in Section 6.0 of the Plan will ensure consistent implementation of this NCCP/HCP through CITY policy, private, and public project review and approval, and guidelines for operations and management of public lands. In addition, the CITY will provide interim protection to habitat lands addressed in the take authorizations through the process described herein. Subsequent entitlements will not be provided without compliance with applicable provisions of the CITY’s General Plan, Zoning Ordinance, Grading Ordinance, Subdivision Ordinance, and any other applicable provisions of the Municipal Code (See Appendix F in the Plan). The CITY shall implement the Sequence of Events and associated timelines described in Section 6.5 of the Plan. Pursuant to Section 6.5 of the Plan, the CITY shall amend the CITY’s General Plan, Municipal Code, Zoning Map, and CEQA Guidelines to provide protection of the Preserve and ensure consistency of future projects within the NCCP/HCP Plan Area through the CITY’s land use authority. The specific amendments are described in Section 6.3.1 and 6.3.2 of the Plan.

Within ninety (90) days of the issuance of the Permits, the City and PVPLC shall develop and submit to the Wildlife Agencies a PAP to facilitate access by utility agencies and the CITY’s Public Works Department to areas within the Preserve. The PAP will contain measures, including those in Sections 5.5 and 5.6 of the Plan, to avoid and minimize, to

the maximum extent possible, environmental damage, including direct and indirect impacts to habitat and Covered Species.

10.1.4 CITY Ordinance or Urgency Ordinance (CITY Interim Resource Protection Ordinance). Upon issuance of the Permits, the CITY Council will approve the CITY Interim Resource Protection Ordinance (See Section 6.3.3 of the Plan), establishing the protections contained in the NCCP/HCP to the Covered Species on an interim basis until the CITY's new regulations and ordinances that must be adopted to implement the NCCP/HCP go into effect (Section 6.5.2 of the Plan). The CITY Urgency Ordinance/Ordinance and final Ordinance will be reviewed and approved by the Wildlife Agencies before adoption by the CITY. Specifically, the CITY Ordinance or Urgency Ordinance will require that no new proposed development projects on vacant land abutting the Preserve requiring discretionary approval within the CITY be approved by the CITY without a determination of conformance to this NCCP/HCP. In addition, no grading within the Preserve or on vacant lots abutting the Preserve that requires City approval will be approved by the City without a determination of conformance to this NCCP/HCP by the Community Development Director or his designee. Furthermore, no vegetation clearing or grubbing, on lands within the Preserve or on vacant lots abutting the Preserve, or conversion of non-agricultural lands to active agriculture within the Preserve, shall be done without a determination of conformance to this NCCP/HCP by the Community Development Director or his designee.

10.1.5 CITY Ordinance Revisions or Amendments. Any revisions or amendments to the CITY Ordinance or Urgency Ordinance or to the regulations and ordinances originally adopted by the CITY to implement the NCCP/HCP (Section 6.5.1 of the Plan) shall be submitted to the Wildlife Agencies for review and comment at least sixty (60) days prior to adoption by the CITY. Any revisions or amendments to the Ordinance or Urgency Ordinance or other implementing regulations and ordinances that are inconsistent with the NCCP/HCP or would impede implementation of the Plan will trigger a reevaluation, and potential suspension or revocation of, the Permits.

10.1.6 CITY and Wildlife Agency Coordination. The Wildlife Agencies will receive notification of projects in the CITY through the CEQA notification (or other) process and may request a voluntary consultation within the normal public or CEQA review period. Likewise, the CITY is free to request Wildlife Agency involvement in a project where consultation will help address key issues or help to streamline the process. All projects processed by the CITY will document their consistency with this NCCP/HCP during appropriate CEQA review and will be summarized each year in the Annual Report.

All take authorized by the CITY under the Permits will be documented by the CITY by maintaining a list of all approvals under this NCCP/HCP, which is included in the NCCP/HCP Annual Report to the Wildlife Agencies. The list will describe the project, including the total habitat lost, total habitat conserved, or disturbed by the Covered Projects or Activities. The list will also describe the physical location of the tentative map or other record or project/CEQA approval produced by the CITY. All project approvals issued over the course of a year will be documented and discussed at the required annual meeting

described in Section 9.4 of the Plan. The primary exception to this general procedure will be if a project requires an amendment to this NCCP/HCP as described herein.

10.1.7 Compliance with Existing Federal and State Wetland Regulations.

Impacts to State and/or Federal jurisdictional wetlands are not covered under this NCCP/HCP. Wetlands are afforded protection under existing Federal and State law and regulatory programs. The Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the California Fish and Game Code Section 1600 *et seq.* provide protection to wetland habitats through Federal and state regulatory permits and agreements. Impacts to wetlands will be avoided to the maximum extent practicable. Compliance with wetland regulations shall be consistent with Section 6.7 of the Plan.

10.2 Obligations of the Palos Verdes Peninsula Land Conservancy. PVPLC is the designated Preserve Habitat Manager for the CITY's NCCP/HCP Preserve and shall fully perform and fund all obligations assigned to it under the Plan, this Agreement, and the Permits, including but not limited, to management and monitoring obligations. As stated in Section 10.1.1 in this Agreement, 20.7 acres of the 1,143.7 acres of Existing Public Lands are currently owned by PVPLC and shall be dedicated to the Preserve and managed by the PVPLC. Because the CITY has designated PVPLC to carry out certain of the CITY's obligations under the Plan, the CITY is liable for any violation of the Permits or failure on the part of PVPLC during the 40-year Permit term to carry out its assigned obligations will be under the Plan.

10.3 Obligations of the USFWS. The USFWS shall monitor CITY's compliance with the Permits and provide technical assistance to the CITY in implementing the Plan pursuant to the USFWS's statutory and regulatory authorities. To the extent consistent with its legal authorities and resources, the USFWS shall cooperate with the CITY and its designated Preserve Habitat Manager in obtaining additional funding from various sources to supplement the conservation provided under the Plan.

10.3.1 Section 7 Consultations. The USFWS will evaluate the direct, indirect, and cumulative effects of the Covered Projects and Covered Activities in its biological opinion issued in connection with the Plan and issuance of the section 10(a) Permit. In any consultation under section 7 of the ESA, with regard to a Covered Project or Activity and with respect to a Covered Species involving the CITY or a Third-Party Participant under the CITY's jurisdiction and land use control for purposes of the Permits, that may be required pursuant to section 7 after the Effective Date, USFWS shall, to the maximum extent appropriate and consistent with the requirements of section 7, rely upon and use the biological opinion issued in connection with its review of the CITY's Federal Permit application, provided that the Covered Project or Activity as proposed in the consultation is consistent with and will be implemented in accordance with the Plan, this Agreement, and the Permit.

10.3.2 Future Environmental Documentation. In issuing any permits or other approvals concerning Covered Species as they may be affected by Covered Projects or Activities, USFWS shall rely on and use the Environmental Assessment (EA) prepared in conjunction with the CITY's Incidental Take Permit application to the maximum extent

appropriate under NEPA and the Council on Environmental Quality's NEPA regulations (40 C.F.R. § 1500 *et seq.*). To the maximum extent possible under CEQA, CDFW shall rely on and shall use the EIR/EA prepared in conjunction with the Plan as the appropriate CEQA documentation, including the CEQA Guidelines (14 C.C.R. § 15000 *et seq.*), for any future projects and approvals regarding potential impacts to Covered Species related to Covered Projects and Activities within the Plan Area.

10.4 Obligations of CDFW. Upon execution of this Agreement by all Parties and satisfaction of all other applicable legal requirements, CDFW will issue the CITY a NCCP Permit authorizing take by the CITY of Covered Species resulting from Covered Projects and Activities in the Plan Area. CDFW shall provide staff to serve on appropriate committees and shall ensure the availability of staff for discussions and meetings with the other Parties. To the extent consistent with its legal authorities, CDFW shall cooperate with the CITY in obtaining additional funding from various sources to implement the Plan. CDFW acknowledges that acquisition of the private lands that could be included in the Preserve must be accomplished through transactions with willing sellers. In the event that CDFW is unable to meet any of its obligations, CDFW will meet and confer with the other Parties to this Agreement.

10.4.1 CEQA. The CITY and CDFW understand and intend that the EIR prepared in conjunction with this Plan (SCH# 2003071008), will operate as a “program” EIR under CEQA to the extent such use is consistent with applicable provisions of CEQA, and the CEQA Guidelines (14 C.C.R. § 15000 *et seq.*). Accordingly, the CITY shall, consistent with the provisions of CEQA, rely on and use the EIR prepared in conjunction with the Plan in evaluating future land use decisions, and in issuing any permits or other approvals within the Plan Area. Subsequent activities will be examined in light of the program EIR, through the initial study process (CEQA Guidelines section 15168) to determine whether additional environmental documentation is required under CEQA.

The CITY served as lead CEQA agency for the development of the joint EIR/EA for the Plan and CDFW served as a responsible agency. In issuing a permit, CDFW must find that the Plan and this Agreement adequately provide for the mitigation of potential “significant effects on the environment,” as defined in California Public Resources Code section 21068 that may result to Covered Species and their habitat from the Covered Projects and Activities authorized by the Plan, this Agreement, and the Permits. In the event that CDFW participates as a lead, responsible, or trustee agency under CEQA with respect to the implementation of a Covered Project or Covered Activity that fully complies with the Plan, State Permit, and this Agreement, CDFW will not require, recommend, or request the imposition of any additional or more stringent minimization or mitigation measures directed at the protection or conservation of Covered Species or their habitat. As a responsible or trustee agency under CEQA, CDFW will further notify the lead CEQA agency that any avoidance, minimization, and mitigation measures otherwise required for any impact to or Take of any Covered Species or their habitat resulting from Covered Projects and Activities is satisfied by implementation of the Plan, this Agreement, and the Permits.

10.4.2 Future CEQA Review by CDFW. Due to the comprehensive nature of the Plan, to the maximum lawful extent for projects and/or project impacts covered under the Plan, CDFW shall not recommend or otherwise seek to impose through consultation with other public agencies, any mitigation, compensation or habitat enhancement requirements regarding the Take of Covered Species beyond the requirements prescribed in and pursuant to the Plan, Permit, and this Agreement.

11.0 PRESERVE MANAGEMENT

The CITY and PVPLC are responsible for ensuring the management of the Preserve in perpetuity in accordance with the Plan and the Wildlife Agency-approved Preserve Habitat Management Plan (PHMP) as described in Section 9.2.1 of the Plan. As stated in Section 8.3.3 of this Agreement, management activities in the Preserve are considered Covered Activities. PVPLC, as the Preserve Habitat Manager, shall carry out the management responsibilities described in the Plan, particularly in Sections 5.0, 7.0, and 9.0 of the Plan.

11.1 Non-Native Animal Species Management Plans. Management measures for the Permittees to address non-native animal species are described in Section 7.4 of the Plan. These measures address: 1) Feral and Domestic Animal Control, 2) A Cowbird Trapping Program, and 3) Other Predator Control.

11.2 Habitat Restoration Plan. The CITY shall be required to restore a minimum of 250 acres of habitat over the Permit term within the Preserve. A minimum of 5 acres of habitat shall be restored each year, or a total of 15 acres every three (3) years if exigencies prevent restoration of 5 acres each year. Restoration within the Preserve shall consist of actively establishing native habitat in areas currently dominated by non-native habitat or disturbed lands, based on a three (3)-year Restoration Plan to be developed by the PVPLC in coordination with the CITY and the Wildlife Agencies. The plan will include recommendations for restoration sites beyond the three (3)-year period, and will be updated and reviewed by the Wildlife Agencies every three (3) years to incorporate changes in priorities, conditions, or unique situations while maintaining long-range planning perspective. Restoration shall proceed as detailed in the NCCP/HCP unless changes are requested by the PVPLC or the Wildlife Agencies.

Active restoration and enhancement of non-native habitats and disturbed lands will require removal of existing non-native vegetation, seeding and/or planting with native species, and monitoring the restoration effort. The habitat restoration program will focus on the creation of habitat for Covered Species with the objective of increasing the overall habitat carrying capacity and functionality of the Preserve for the Covered Species populations.

Habitat-specific restoration shall occur only on sites assessed as suitable for that habitat type. Once the site and size of the restoration effort is determined, a project-specific restoration program will be prepared according to the guidelines in Section 7.5 of the Plan. The restoration program guidelines include: 1) Development of a Detailed Habitat Restoration Plan, 2) Restoration Design Criteria, 3) Maintenance Program, 4) Restoration Site Monitoring and Reporting, and 5) Restoration Site Success Goals.

11.3 Targeted Exotic Removal Plan for Plants. In addition to its obligation to restore 250 acres of land within the Preserve to native habitat in accordance with Section 7.5 of the Plan, the CITY shall conduct weed control activities to remove exotic species on a minimum of 5 acres or 20 small sites of land in the Preserve each year. PVPLC shall conduct weed control activities in fulfillment of the CITY's obligation through the TERPP as described in Section 7.6 of the Plan. Annually, the PVPLC, in coordination with the CITY and the Wildlife Agencies, shall identify and evaluate locations where exotic species are prevalent as described in the PHMP. PVPLC will identify any new infestations on an ongoing basis from information gathered when working in the Preserve during species surveys and on trail and restoration projects and include these observations for appropriate management actions in the TERPP. Five acres or 20 small sites shall be selected for treatment each year during the Permit term. The CITY's weed control requirement is in addition to the CITY's requirement to restore a minimum of 5 acres each year under the habitat restoration program.

11.4 Covered Species Reintroduction. Section 7.7 of the Plan addresses the reintroduction of Covered Species. In this context, reintroduction refers to putting the species back into a known historical site or habitat within its historic range. Reintroduction is generally used to enhance the overall species population viability. The following concerns shall be addressed by the CITY and PVPLC in consultation with the Wildlife Agencies before initiating a reintroduction effort: 1) does the reintroduction effort benefit the species or population; 2) does the reintroduction site afford long-term stability; 3) are there higher competing values (e.g., economic or land-use issues that could threaten the long-term success of the effort); and 4) does the reintroduction effort provide the opportunity for natural evolutionary processes to continue. Reintroduction of any federally threatened or endangered species will be done in coordination with the Wildlife Agencies.

The decision to reintroduce a species depends on numerous species- and site-specific factors, and any reintroduction effort will require detailed planning and monitoring, as well as available funding for planning and implementation. Reintroduction is not a requirement under the NCCP/HCP or Permits. Current information on target species in the Plan Area may be insufficient to determine whether reintroduction efforts are warranted. Guidelines on determining the appropriateness of reintroduction, as well as reintroduction methodologies, are provided in Section 7.7.1 of the Plan if Covered Species monitoring (Section 7.3.1 and 7.3.2 of the Plan) indicates that such efforts are warranted. If Covered Species reintroduction is warranted, CITY and PVPLC shall implement reintroduction of species consistent with Section 7.7 of the Plan.

12.0 MONITORING, MANAGEMENT, AND REPORTING

Implementation of the monitoring program is the responsibility of the CITY and conducted by the PVPLC, with the monitoring assistance from the CITY, USFWS, and CDFW, as available. PVPLC shall carry out the applicable management and monitoring specified in Sections 7.0 and 9.0 of the NCCP/HCP. In collaboration with the CITY, PVPLC shall address management and enforcement issues in the reporting program, along with remediation or Adaptive Management strategies, as necessary. There will also be an

evaluation of funding needs and the ability to accomplish resource management goals. An assessment of funding needs and management goals will be provided in the Comprehensive and Annual Reports. Accomplishment of management goals will be measured against specific habitat and species conservation targets set forth in the NCCP/HCP and this Agreement.

The Covered Species monitoring program will identify: 1) short-term threats to species persistence, 2) longer-term trends that may suggest declining populations, and 3) proposed measures to improve species viability. In each case, active management may be required.

12.1 The Public Use Master Plan. A PUMP was developed jointly by the CITY and PVPLC to address public access issues and was adopted by the Rancho Palos Verdes' CITY Council on April 2, 2013. Public uses of the Preserve is considered a conditionally compatible use under the NCCP/HCP, provided they are consistent with the guidelines set forth in Section 9.2.2.1 and the PUMP implementation strategy described in 9.2.2.1 of the Plan. The PUMP includes the Preserve Trails Plan, which is described further in Section 5.2.8 of the Plan. The PUMP received approval from the Wildlife Agencies. Public use and trail routes/configurations will be compatible with the Preserve by avoiding disruption of any native vegetation (e.g., CSS), habitat, or wildlife to the maximum extent practicable consistent with the Plan. The public uses and activities in the PUMP shall be consistent with PUMP guidelines and implementation criteria identified in Section 9.2.2 of the Plan.

12.2 Fire and Fuel Modification in the Preserve. The CITY and PVPLC are responsible for performing fuel modification on their respective lands in the Preserve. While fire and fuel modification will be carried out with a priority for human safety, where practicable, the CITY and PVPLC shall also consider the minimization of impacts to biological resources, where appropriate (i.e., habitat types and Covered Species, proximity to developed areas, and type of development). Standard fire protection measures include vegetation management and fuel reduction by prescribed burning, disk ing, chaining, and vegetation clearing and removal. With both biological resources and human safety considerations in mind, management guidelines identified in Section 9.2.3 of the Plan shall be implemented for performing the required fuel modification within the Preserve.

12.3 Fencing and Signage.

12.3.1 Fencing. Existing fencing inside the Preserve shall be dismantled, to the extent practicable, and no new fencing shall be installed except as described in 9.2.4 of the Plan.

12.3.2 Signage. Signs that explain the rules of the Preserve (e.g., hiking, bicycle riding and horseback riding) are most effective at public entrance points. Signs for educational nature trails and on roads near wildlife corridors (to reduce road kills) shall be posted at appropriate locations. Installation of signage shall be consistent with Section 9.2.4 of the Plan.

12.4 Covered Species Monitoring. Section 7.3 of the Plan outlines the necessary monitoring tasks, including methodologies, data collection, and analysis. The Covered Species monitoring program will identify 1) short-term threats to species persistence, 2) longer-term trends that may suggest declining populations, and 3) proposed measures to improve species viability. In each case, active management may be required. The Covered Species monitoring effort will achieve NCCP/HCP objectives of documenting the protection of Covered Species and changes in conserved populations of Covered Species as well as collecting new biological data.

A critical factor in the success of the program will be coordination of monitoring efforts to ensure spatial and temporal consistency in data collection and analysis, and to allow compilation of data from different sources into comprehensive monitoring reports issued every three (3) years. A centralized data storage system will be established at the PVPLC office and will be structured in such a way that data can be easily incorporated into the statewide monitoring database currently being developed by CDFW and others. Data will be made accessible to biological monitors, researchers, and reviewers (including the Wildlife Agencies), facilitating the coordination of monitoring programs with other NCCP subregions as described in Section 7.3.3 of the Plan.

12.5 Wildlife Agencies Monitoring. The Wildlife Agencies may conduct inspections and monitoring of the Preserve and the site of any Covered Project or Covered Activity, and may inspect any data or records required by this Agreement, the Plan, or Permits, in accordance with applicable law and regulations.

12.6 Reporting

12.6.1 Preserve Habitat Management Plan. The PVPLC has developed an initial PHMP for the Preserve, as described in Section 9.0 of the Plan. The PHMP consists of four plans:

- a. **Initial Management and Monitoring Plan.** This plan includes the results of the focused baseline surveys for covered plant and wildlife species.
- b. **Predator Control Plan.** Based on the focused baseline surveys, this plan describes potential provisions for control of predators to wildlife within the Preserve and provides framework for education programs and monitoring for feral or domestic animals, native large predators, and mesopredators. The Predator Control Plan will be revised every three (3) years or if additional controls are needed.
- c. **Habitat Restoration Plan.** This plan identifies habitat restoration projects consisting of a minimum of 5 acres of habitat, or a total of 15-acres over three (3) years, in suitable locations in the Preserve and will be updated/revised every three (3) years.

d. **Targeted Exotic Removal Plan for Plants.** This plan provides details regarding prioritizing exotic plant control within the Preserve. It describes the methodology of the proposed targeted exotic plant removals, wherein each year exotic plants on 5 acres or 20 individual sites are to be removed.

12.6.2 Annual Reports. The PVPLC and CITY shall prepare an Annual Report based on a calendar year (January to December) for the purposes of evaluating the implementation of the NCCP/HCP during the preceding year and the adequacy of the overall progress being made towards reaching the conservation goals of the NCCP/HCP, utilizing Habittrak or a similar system acceptable to the Wildlife Agencies. The Annual Report timeline following the first full year the Permits are in affect is as follows: PVPLC will submit the Annual Report of the previous calendar year to the CITY and Wildlife Agencies by February 28th, the Wildlife Agencies will review and submit comments to the CITY by March 31st, and the report will be submitted to CITY Council for approval on or around May 30th. Items to be considered in the evaluation include, but are not limited to: gains/losses (by Project and CEQA reference) to habitat within the Plan area (both inside and outside the Preserve); impacts of public uses and recommendations, if necessary, for minimizing impacts to the Preserve; all contributions towards the preservation of habitat lands, such as public lands, private mitigation lands, land donations, land acquisitions, and management activities undertaken or proposed on habitat lands; and a summary of night time use of the Preserve. The Annual Reports shall also include a description of the management of invasive plant species, documentation of the habitat restoration efforts to enhance and restore native plant communities and the results of biological monitoring of the Preserve. It shall also report on the impacts of public uses and provide recommendations, if necessary, for minimizing impacts to the Preserve. During the first five (5) years of management, the CITY and PVPLC will conduct an annual evaluation of management activities, enforcement activities, funding needs, and the ability to accomplish resource management goals. A separate Fiscal Report prepared jointly by the CITY and PVPLC will be provided to the USFWS and CDFW yearly, as part of the Annual Report.

For lands within the Preserve, the conservation of habitat and species locations will be accounted for when habitat is permanently conserved (e.g., date of recordation of title transfer, recordation of a conservation easement, or execution/recordation of any other instrument that confers third-party beneficiary status to the project/property) and this information will be included in the Annual Report. The accounting information for conserved acres also will identify the protection mechanism, owner and agency or person responsible for conservation and management, and other related information.

The Annual Report shall include reporting on the Targeted Exotic Plant Removal efforts. As part of the habitat tracking, the CITY shall produce an annual accounting of the acreage, type, and location of habitat and species conserved or lost within the Plan Area (by Project and CEQA reference). The habitat tracking would include areas gained/conserved, restored, and areas lost/removed by Covered Projects and Activities under the Plan. The CITY will maintain records in ledger and GIS format using the HabiTrak application (or similar methodology) which is currently being used in other NCCPs. The report will

include a list of all Covered Activities performed the previous year. It will specify the review process for each Covered Activity and describe impacts to Covered Species and vegetation from each project. The information will contribute to the annual public report demonstrating compliance with the terms and conditions of this NCCP/HCP, Agreement, and Permits.

A separate Fiscal Report, prepared jointly by the CITY and PVPLC, will be provided to the USFWS and CDFW yearly, as part of the Annual Report, which will also be included in the Comprehensive Report. After the first five (5) years, following Permit issuance, this evaluation will be part of the Comprehensive Report submitted every three (3) years. The Fiscal Report shall include an accounting of all funds received and expended during the previous year to implement the Plan, including the amounts received and expended on habitat acquisition, restoration management, and monitoring. The Fiscal Report will be used by the Wildlife Agencies to evaluate whether adequate progress toward implementation of the Plan is being achieved. An annual public workshop or meeting will be held by the CITY and attended by PVPLC to disseminate and discuss the Annual Report.

Annual Reports shall also include a summary of clerical changes and corrections to maps or exhibits made to the Plan, this Agreement, or Permits in the preceding calendar year. Annual Reports shall also include a summary of changes made to survey, monitoring, or reporting protocols in the preceding calendar year.

12.6.3 Comprehensive Reports. A Comprehensive Report shall be prepared by the PVPLC, in coordination with the CITY, every three (3) years, and will include both a synthesis of all data collected in the preceding three (3) years and an analysis of overall trends in biological resources. Where monitoring indicates that biological resources are imminently threatened and in need of immediate attention, interim letter reports may be used to document problems and notify the appropriate personnel in a more timely fashion. All monitoring reports will be submitted for review by the CITY, USFWS, and CDFW. The Comprehensive Report timeline following the first full year the Permits are in effect is as follows: PVPLC will submit the Comprehensive Report for the previous three calendar years to the CITY and Wildlife Agencies by March 31st, the Wildlife Agencies will review and submit comments to the CITY by April 30th, and the report will be submitted to CITY Council for approval on or around May 30th. The reporting program will be the primary vehicle for 1) providing monitoring results and 2) identifying habitats or species that require specific Adaptive Management activities. A separate Fiscal Report prepared jointly by the CITY and PVPLC will be provided to the USFWS and CDFW yearly, as part of the Annual Report, which will be included as an appendix in the Comprehensive Report. The Comprehensive Report shall contain the following components as more fully described in Section 9.3.2 of the Plan:

- a. **Updated Covered Species Surveys**
- b. **Updated Predator Control Plan**
- c. **Updated Habitat Restoration Plan**

d. Management Recommendations

12.6.4 Annual Coordination Meetings. The CITY and PVPLC shall meet or (at the discretion of the Wildlife Agencies) communicate with the USFWS and CDFW once each year to review and coordinate implementation of the NCCP/HCP, as documented by the Annual Report. The Annual Report will include Habitat Tracking as described in Section 9.3.1 of the Plan. Progress toward achieving conservation requirements will be reviewed, and habitat management issues will be discussed, along with a review of NCCP/HCP project approvals affecting undeveloped lands issued by the CITY over the course of the year.

Every third year, a meeting will be held to discuss the Comprehensive Report, which includes restoration planning, management, and the results of species surveys. It is the responsibility of the CITY to schedule this meeting by April 30th annually or as otherwise agreed to by the CITY and Wildlife Agencies. To meet the stipulations of the IA, this NCCP/HCP must be implemented in a way that issuance of authorizations for taking of species and habitats is roughly proportional with implementation of the conservation strategy in this NCCP/HCP.

If the Wildlife Agencies determine that this NCCP/HCP is not being implemented as required, the Wildlife Agencies, PVPLC, and the CITY will take the actions specified in this Agreement to remedy the situation. These actions may include additional management activities, modification of the project compliance process, or redirection of acquisition and/or other Plan funds, as long as they are consistent with the provisions of this Agreement, provided; however, that nothing in this Agreement is intended, or shall be construed to limit the remedies available to either of the Wildlife Agencies under law to enforce, or remedy violations of their respective Permits.

If the Wildlife Agencies determine that adequate progress towards implementation of the NCCP/HCP is being achieved, but the NCCP/HCP is nevertheless not providing sufficient protection to Covered Species, CDFW and USFWS shall set forth their findings and the basis for such findings in writing; and then the Parties shall work cooperatively and take appropriate actions consistent with the NCCP/HCP (such as altering management activities, redirecting mitigation, and acquisition).

12.6.5 Certification of Reports. Each Annual and Comprehensive Report shall include the following certification from the responsible CITY officials and PVPLC who supervised or directed preparation of the report:

“I certify under penalty of law that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.”

13.0 ADAPTIVE MANAGEMENT

13.1 CITY and PVPLC-initiated Adaptive Management. The CITY and PVPLC shall implement the Adaptive Management provisions described in Section 7.2 of the Plan when changes in management practices are necessary to achieve the Plan's biological objectives, or to respond to monitoring results or new scientific information. The CITY shall notify and obtain concurrence of the Wildlife Agencies for any proposed Adaptive Management actions to be taken pursuant to this section.

In an Adaptive Management context, the PHMP may require new management directives if changes in population size of Covered Species are identified as a result of this monitoring. Adaptive Management may include re-prioritizing monitoring efforts, as indicated by monitoring results and the resultant degree of management required for a given resource. The remediation and Adaptive Management program will achieve the objectives of providing corrective actions where 1) resources are threatened by land uses in and adjacent to the Preserve, 2) current management activities are not adequate or effective, or 3) enforcement needs are identified. The highest priority monitoring tasks will be those that 1) provide direct evidence of changes in key biological resources and 2) for which corrective or remedial management actions are possible.

The Wildlife Agencies will work cooperatively with the CITY and its Preserve Habitat Manager to set any potential new priorities that can be identified from results of Annual and/or Comprehensive Reports. Moreover, the CITY will consider input from the Wildlife Agencies, science advisors, other land management agencies, and the public, as provided in this Section and Section 7.2 of the Plan. Any major changes in the Adaptive Management program will require the approval of the Wildlife Agencies prior to implementation, including, but not limited to, any proposed actions that would be inconsistent with the Plan or detrimental to a Covered Species introducing new and untested management techniques, discontinuing and replacing ineffective management techniques that are recommended in the Conservation Strategy, or applying management techniques on a much larger or smaller scale than envisioned in the Plan.

13.2 Reductions in Mitigation. The CITY shall not implement Adaptive Management changes that may result in less mitigation than provided for the Covered Species under the original terms of the Plan. The CITY may propose Adaptive Management changes by notice to the Wildlife Agencies, specifying 1) the Adaptive Management modifications proposed; 2) the basis for them, including supporting data, and the anticipated effects on Covered Species and their habitats; and 3) other environmental impacts. Within one hundred and twenty (120) working days of receiving such a notice, USFWS and CDFW shall either use their reasonable efforts to approve the proposed Adaptive Management changes, approve them as modified by the Wildlife Agencies, or notify the CITY that the proposed changes constitute Major Amendments that must be reviewed under Section 18.2 of this Agreement.

13.3 No Increase in Take. This section does not authorize any modifications that would result in an increase in the amount and nature of Take, or an increase the impacts

of Take, of a Covered Species beyond that analyzed in connection with the original Plan, the associated biological opinion and EA/EIR, and any amendments thereto. Any such modification must be reviewed as a Major Amendment under Section 18.2 of this Agreement.

14.0 FUNDING

Implementation of the NCCP/HCP shall require funding to provide services and management and conduct habitat restoration, invasive species control, monitoring, Adaptive Management, and post-Permit perpetual management and monitoring of the Preserve (See Section 8.2 of the Plan). The CITY shall fully fund all obligations assigned to it under the Plan and is ultimately responsible for funding all of the obligations under the Plan assigned to PVPLC, or its successor, as the CITY's Preserve Habitat Manager during the 40-year Permit term. The CITY will continue to fulfill its funding responsibilities identified in Appendix C (Exhibit C-2) of the Plan post-Permit term. Within the Preserve, the CITY shall be responsible for services such as storm drain maintenance and control; public security; trash disposal; fuel modification for fire prevention purposes on lands owned by the CITY; utility services; and maintenance of some signs, fences, and trails; in perpetuity. PVPLC, as the Preserve Habitat Manager, shall be responsible for carrying out the biological objectives and methodology described in Section 7.0 of the Plan for monitoring of the Preserve. Surveys for Covered Species, control of invasive species, and fuel modification for fire prevention purposes on lands owned by the PVPLC (Lunada Canyon), will be the responsibility of PVPLC in perpetuity (See Section 9.0 of the Plan for Preserve Management). In addition, it is permissive that PVPLC conduct trail maintenance in the Preserve. These management-related activities shall be provided in the form of in-kind services, or funded by cash, as appropriate for each item.

14.1 Management Budget Analysis. The CITY and the PVPLC developed a Management Budget Analysis for the proposed Preserve (See Section 8.1.1 of the Plan and Appendix C). Since that time, levels of services necessary have changed, and each Permittee's annual cost to manage the Preserve were calculated. Based on the updated Preserve Management budget, the CITY and PVPLC's total cost of managing the Preserve is estimated at \$1,785,438. The methodology combines actual costs with the methodology of the Center for Natural Lands Management's Property Analysis Record in which the characteristics and needs of the properties are analyzed to derive the management requirements on a yearly basis. Management tasks were specified and their costs provided or estimated, as were the administrative costs to provide for the cost of yearly management. The cost of habitat management and biological monitoring varies according to habitat type, condition, and specific tasks needed to maintain biological value. The budget (Appendix C in the Plan) is presented by line item costs for services such as biological surveys, habitat restoration (site construction/maintenance, habitat restoration, and habitat maintenance), invasive plant control, reporting, fuel modification, sanitation, signage, patrolling, etc. Even though some tasks, such as coastal California gnatcatcher and cactus wren surveys, are required every three (3) years, the budget annualizes these costs.

14.2 Habitat Management Funding. The NCCP/HCP relies on dedicated funding sources to fulfill its requirements for the Permit term and associated perpetual management of the Preserve post-Permit term. The required services that will be funded have been detailed in the Budget Management Analysis (Appendix C in the Plan). The annual service commitments for Preserve management during the 40-year Permit term are identified in Table 8-1 of the Plan. The funding amounts shown in Table 8-1 in the Plan are based on costs expended during the fiscal year 2016-2017 and are adjusted annually for inflation or as needed to cover the cost of the activities. Levels of service may be increased or decreased depending on management needs of the Preserve. No additional funding from the CITY or the PVPLC other than what is described in Section 8.2 of the Plan is anticipated to be required to implement the NCCP/HCP. To supplement this funding, the CITY and PVPLC shall actively pursue public and private funding sources on an annual basis. This may enable the CITY and PVPLC to undertake projects above those required by the Plan, such as implementing additional habitat restoration. The Permittees may also use or establish other local funding measures, including, but not limited to, utility surcharges, special taxes or assessments, or bonds, to the extent allowed by law.

Annual Funding for Preserve Management During the Permit

| SOURCE | *AMOUNT | FROM |
|---------------|--------------------|--|
| City | \$ 144,300 | **Annual payment for the Management Agreement with PVPLC |
| City | \$ 1,391,119 | **Services/financial contributions |
| PVPLC | \$ 250,019 | Volunteer time/in-kind services in addition to \$144,300 annual payment for the Management Agreement from the City |
| Total | \$1,785,438 | |

*Includes habitat restoration and Preserve management based on FY 2016-2017 costs

*Excludes the \$50,000 Dedicated Habitat Restoration Fund

**See Section 8.2.1.1 of the Plan

14.2.1 Habitat Restoration Fund. The CITY shall maintain a dedicated Habitat Restoration Fund as part of the approved CITY budget, with at least \$50,000 (adjusted annually for inflation by the CITY using the Consumer Price Index (CPI-U)) to be used to fund planned responses to Changed Circumstances pursuant to Section 6.10.2 of the Plan. The Habitat Restoration Fund was established in 2006 and may be periodically augmented by payments made by applicants of private projects covered by the Plan identified in Section 5.3 of the Plan. Monies in the CITY's Habitat Restoration Fund, above the \$50,000 balance noted above, may be used by the CITY for habitat conservation/restoration purposes including, but not limited to, the following: 1) As payment to the PVPLC to meet the CITY's cash obligation for Preserve management; 2) As a contribution toward the CITY's non-wasting endowment fund discussed below, which is necessary to assure maintenance of the Preserve once the NCCP/HCP Permit expires; and/or 3) As a contribution to the PVPLC to perform habitat conservation activities beyond the requirements of this Plan; and 4) The CITY understands and acknowledges that its obligation to fully fund the Habitat Restoration Fund and to fully fund each of its other obligations under the NCCP/HCP, including, its habitat management, monitoring, and restoration requirements, and its perpetual Preserve management obligations, which are independent of and do not depend on the existence of periodic payments from private project applicants or from Third-Party Participants.

14.3 Non-Wasting Endowment Fund. To assure maintenance of the Preserve once the NCCP/HCP Permits expire, beginning in 2006, the CITY shall provide annual payment to the PVPLC with a minimum of \$10,000, adjusted annually using the Consumer Price Index (CPI-U) for a separate non-wasting endowment fund. The PVPLC shall manage the endowment to cover its costs for post-Permit conservation management thereby removing any financial obligations related to conservation management by the CITY post-Permit term. The CITY will continue to fulfill its funding responsibilities identified in Appendix C (Exhibit C-2) of the Plan post-Permit term. Currently, there is approximately \$126,946 within the account that will be transferred to the PVPLC within 60 days after the CITY Council's adoption of the Plan. A minimum payment of \$10,000 (as described above) will be provided to the PVPLC by the CITY every year and continuing for the Permit term. Principal, interest, dividends and/earnings will remain in the fund until the Permit expires. A Fiscal Report on the status of the fund will be included in the Annual Report to the Wildlife Agencies as described in Sections 8.2 and 9.3 of the Plan. The PVPLC's investment strategy of the fund is anticipated to generate at least \$863,000 (adjusted for CPI-U) by the end of the 40 year-Permit term which will assure sufficient funding for the perpetual management of the Preserve.

The interest and dividends on the endowment, but no part of the principal, will be used by the PVPLC for conservation easement management when the Permit term expires (See 8.2 of the Plan for further details). Management of the conservation easement by the PVPLC will include monitoring the lands in accordance with the conservation easements, providing monitoring reports and any needed follow up, communication with the landowner (CITY), communication with CITY staff and utility companies as needed with regard to conservation easement requirements, reviewing permitted rights and approvals for activities, dealing with minor violation incidents, and coordinating the resolution. The

estimated annual cost that the PVPLC will fund from the endowment for such post-Permit activities is \$22,030, adjusted annually by the CPI-U as of February of each year beginning in 2018, based on the PVPLC's experience monitoring the lands under conservation easement (Summary of Estimated Post-Permit Costs, Appendix C). The PVPLC will also provide basic land stewardship, including monitoring, sign and trail maintenance, and invasive species control on CITY-owned lands post-Permit expiration. The endowment will be enough to cover these post-Permit costs. The CITY will perpetually provide services and contributions for maintenance of trails that accommodate authorized vehicles, sign maintenance, public safety, enforcement, waste removal, landslide abatement district assessment, fuel modification for fire prevention purposes, staff time (e.g., Planning, Parks and Recreation, and Public Works), and maintenance for allowable activities in the Preserve apart from the long-term conservation easement endowment post Permit Term. The CITY will also encourage and promote additional habitat maintenance or restoration to be conducted.

Long-term management of the Preserve will require funding to provide services, and conduct invasive species control, monitoring, and Adaptive Management. Within the Preserve, the CITY will continue to be responsible for the perpetual maintenance and repair of CITY-owned public infrastructure such as sewer and storm control, public safety enforcement services, maintenance of trails that accommodate authorized vehicles, trash disposal, fuel modification for fire prevention purposes on lands owned by the CITY, and maintenance of signs, fences, and trails stipulated in the agreement between the CITY and PVPLC. Post-Permit expiration, PVPLC, will be responsible for ensuring the preservation of habitat, which will in part be achieved through the monitoring of the conservation easements on the Preserve lands. PVPLC will also provide basic land stewardship, including monitoring, fencing, sign and trail maintenance, and invasive species control on CITY-owned lands post Permit expiration (See Post-Permit Costs, Appendix C in the Plan). Through these conservation easements, the PVPLC has committed to perpetual stewardship. Implementation of these and other activities may require a Federal and state permit, as necessary, after the Permits expire if take of Covered Species is anticipated.

14.4 Effect of Inadequate Funding. If funding becomes inadequate to implement the Plan during the 40-year Permit term, the Wildlife Agencies shall assess the impact of the funding deficiency on the scope and validity of the Permits. Except in cases of withdrawal by Permittee or permit revocation by the Wildlife Agencies, the Parties agree to meet and confer to develop a strategy to address the funding shortfall, and to undertake all practicable efforts to maintain the level of conservation and Take authorization afforded by the Permits until the funding situation can be remedied.

If circumstances warrant suspension or revocation of the HCP Permit and/or the NCCP Permit, in whole or in part, the applicable Wildlife Agencies shall meet and confer with the Permittee within thirty (30) days of such determination to identify potential actions that may be available to forestall the suspension or revocation of a Permit(s). If the Permittee elects to institute measures to cure the funding shortfall, implementation of such measures shall begin no later than ninety (90) days from the date of the meeting with the Wildlife Agencies. Notwithstanding suspension or revocation of either Permit, the Permittee

remains responsible for any outstanding mitigation and minimization measures for Take that occurred under the Plan prior to suspension or revocation.

15.0 CHANGED CIRCUMSTANCES

As provided in 50 C.F.R. § 17.3 the term Changed Circumstances, means changes in circumstances affecting a species or the geographic area covered by the NCCP/HCP that can reasonably be anticipated by the CITY and/or its designated Preserve Habitat Manager, USFWS, and CDFW and that can be planned for in the NCCP/HCP. The provisions in Section 6.9.2 of the NCCP/HCP address all reasonably foreseeable Changed Circumstances and describe a comprehensive program for identifying and responding to Changed Circumstances. Changed Circumstances provided for under the NCCP/HCP are not considered additional measures and therefore are not subject to the limitations on additional measures set forth in the No Surprises Rule.

15.1 CITY-Initiated Response to Changed Circumstances. The CITY, in coordination with PVPLC, shall immediately provide written notification within seven (7) working days to the Wildlife Agencies upon learning that any of the Changed Circumstances listed in Section 6.9 of the Plan has occurred. Within thirty (30) working days, the CITY shall modify its activities and shall require affected third persons under its direct control to modify their activities in accordance with Section 6.9 of the Plan, as appropriate, to the extent necessary to minimize and mitigate the effects of the Changed Circumstances. The CITY and/or PVPLC shall report to the Wildlife Agencies on its actions within thirty (30) days. Such modifications shall be initiated without awaiting notice from the Wildlife Agencies.

15.2 Wildlife Agency-Initiated Response to Changed Circumstances. If USFWS or CDFW determines that Changed Circumstances have occurred and that the CITY and/or PVPLC has not responded in accordance with Section 6.10 of the Plan, the Wildlife Agencies shall so notify the CITY and, as appropriate, direct the CITY to make the required changes. Within thirty (30) working days after receiving such notice, the CITY, will make the required changes and report to the Wildlife Agencies on its action. The Wildlife Agencies may extend the period of time in which to implement the CITY's planned responses upon the CITY's showing of good cause and secured commitment.

16.0 REGULATORY ASSURANCES

16.1 Assurances under the ESA.

16.1.1 No Surprises. Pursuant to the No Surprises Rule at 50 C.F.R. §§ 17.22(b)(5) and 17.32(b)(5), and provided that the Permittees are properly implementing the Plan, the USFWS shall not require the Permittees to provide additional land, water or other natural resources, or financial compensation or additional restrictions on the use of land, water, or other natural resources beyond the level provided for under the Plan, this Agreement and the section 10(a)(1)(B) Permit with respect to Covered Projects and Covered Activities without the consent of the Permittees. Adaptive Management

modifications and plan responses to Changed Circumstances are provided for under the Plan and are not subject to the mitigation assurances in the No Surprises Rule.

The regulatory assurances provided to the City by the No Surprises Rule are contained in 50 C.F.R. §§ 17.22(b)(5) and 17.32(b)(5) and are changes in circumstances affecting a species or geographic area covered by the Plan that could not reasonably have been anticipated by the City, PVPLC, or Wildlife Agencies, at the time of the Plan's negotiation and development, and that result in a substantial and adverse change in the status of a Covered Species.

16.1.2 Unforeseen Circumstances. As provided in 50 C.F.R. § 17.3, the term "Unforeseen Circumstances" shall mean changes in circumstances affecting a species or geographic area covered by the Plan that could not reasonably have been anticipated by the CITY, PVPLC, or Wildlife Agencies, at the time of the Plan's negotiation and development, and that result in a substantial and adverse change in the status of a Covered Species as described in Section 6.10.1 of the Plan and Section 10.3 of this Agreement.

16.2 Assurances Under the NCCP Act. Provided the CITY and PVPLC are implementing the Plan, the Permits, and this Agreement, CDFW shall not require additional land, water or financial compensation or additional restrictions on the use of land, water, or other natural resources for the life of the NCCP permit without the consent of CITY, unless CDFW determines that continued implementation of the Plan would jeopardize the continued existence of a Covered Species. Adaptive Management modifications and Plan responses to Changed Circumstances are provided for under the Plan. Accordingly, the resources identified to support such modifications and planned responses, together with the other resources commitments of the Permittees reflected in the Plan, constitute the extent of the obligations of the Permittees pursuant to the NCCP Act assurances.

16.3 Process to Respond to Unforeseen Circumstances. If the USFWS, CDFW, or the Permittees believe that an Unforeseen Circumstance exists, it shall immediately provide written notice of its proposed finding of Unforeseen Circumstances to the Parties. Within thirty (30) days of such notice, USFWS in coordination with CDFW shall clearly document the basis for the proposed finding regarding the existence of Unforeseen Circumstances pursuant to the requirements of 50 C.F.R. §§ 17.22(b)(5)(iii)(C) and 17.32(b)(5)(iii)(C). Within fifteen (15) days of receiving such notice, the Permittees and the Wildlife Agencies shall meet and confer to consider the facts cited in the notice and potential changes to the Plan or management and operation of the Preserve lands. Pursuant to 50 C.F.R. §§ 17.22(b)(5)(iii)(C) and 17.32(b)(5)(iii)(C), USFWS in coordination with CDFW shall make an Unforeseen Circumstances finding based on the best available scientific information, after considering any responses submitted by the CITY and PVPLC pursuant to this section and as described in Section 6.9 of the Plan, and the USFWS in coordination with CDFW shall have the burden of demonstrating that Unforeseen Circumstances exist.

16.4 Interim Obligations Upon a Finding of Unforeseen Circumstances. If USFWS in coordination with CDFW makes a finding of Unforeseen Circumstances, during the period necessary to determine the nature and extent of additional measures required and available, if any, to address the unforeseen circumstances, the CITY and PVPLC shall avoid contributing to appreciably reducing the likelihood of the survival and recovery of the affected Covered Species and the CITY shall accordingly exercise its enforcement authorities as provided by law over third parties under the CITY's jurisdiction and control that are carrying out Covered Activities.

17.0 PERMIT TERM

17.1 Effective Date. This Agreement shall be effective upon issuance of the Permits.

17.2 Permit Term. This Agreement, the Plan, and the Permits will remain in effect for an initial term of 40 years from issuance of the original Permits.

17.3 Extension of the Permits. Upon agreement of the Parties and compliance with all applicable laws, the Permits may be extended beyond the initial term in accordance with regulations of the Wildlife Agencies in force on the date of such extension.

17.4 Withdrawal by the CITY. After written notice to the Wildlife Agencies, the CITY, as the Permittee, may unilaterally withdraw from the Plan provided it has complied with all mitigation obligations incurred under the requirements of the Plan and the associated Permits. As a condition of withdrawal, the Permittees will remain obligated to ensure implementation of all existing and outstanding minimization, mitigation, and conservation measures required under the Permits for any Take that the Permittee itself caused and Take by Private Projects (third parties under the CITY's jurisdiction and control) or Third-Party Participants for which the Permittee authorized Take prior to withdrawal. Withdrawal of the CITY and/or PVPLC will be deemed to constitute surrender of the Take Permits. Pursuant to 50 C.F.R. §§ 17.22(b)(7) and 17.32(b)(7), notwithstanding surrender of the Federal Permit, the Federal Permit shall be cancelled only upon a determination by USFWS that all outstanding minimization and mitigation measures required for Take that occurred under the Permit have been satisfied.

18.0 PLAN AMENDMENTS

18.1 Minor Amendments. Minor Amendments may be proposed to the Plan or this Agreement pursuant to Section 6.8 of the Plan by providing notice to all other Parties. Minor changes to the NCCP/HCP that do not result in coverage for new activities or impacts to the Covered Species or their habitats may be made through the Minor Amendment process. The CITY shall provide written notice of any proposed Minor Amendment to the Wildlife Agencies at least sixty (60) days prior to scheduling the action and/or project for any public hearing, and disclose the amendment in the appropriate CITY CEQA documentation. Such notice shall include a statement of the reason for the proposed Minor Amendment and an analysis of its environmental effects, including its effects on

operations under the Plan and on the Covered Species. The Wildlife Agencies shall use their reasonable efforts to complete their reviews of the proposed Minor Amendment within sixty (60) days of receipt of a complete request from the CITY. With the exception of equivalency findings which are addressed separately in Section 18.1 D of this Agreement, the proposed Minor Amendment by the CITY will only become effective upon the written approval of the Wildlife Agencies. If the Wildlife Agencies do not concur in writing that the proposed modification may be processed as Minor Amendment, the CITY must propose the modification as a Major Amendment in accordance with applicable Federal and State laws and regulations. The Wildlife Agencies will not propose or approve Minor Amendments to the Plan or this Agreement if they determine, that such Minor Amendments would result in: 1) operations under the Plan that are significantly different from those analyzed under NEPA, CEQA, ESA, and the NCCP Act in connection with the original Plan; 2) adverse effects on the environment that are new or significantly different from those analyzed in connection with the original Plan; or 3) additional Take not analyzed in connection with the original Plan. Minor Amendments to the Plan and this Agreement processed pursuant to the Plan and this Agreement may generally include, but are not limited to, the following:

- A. Corrections of typographic, grammatical, and similar editing errors in the Plan documents, Agreement, or Permits that do not change the intended meaning. Annual Reports shall include a summary of clerical changes made to the Plan in the preceding calendar year;
- B. Correction of any maps or exhibits to correct errors in mapping or to reflect previously approved changes in the Plan, Agreement, or Permits. Annual Reports shall include a summary of corrections to maps or exhibits made to the Plan in the preceding calendar year;
- C. Minor changes to survey, monitoring, or reporting protocols. Annual Reports shall include a summary of changes made to survey, monitoring, or reporting protocols in the preceding calendar year; and
- D. Preserve boundary adjustments with equivalency findings as described in Section 6.8 of the Plan, which may apply to projects where: 1) new biological information is obtained through site-specific studies; 2) unforeseen engineering design opportunities or constraints not of the CITY's or applicants making are identified during the siting or design of projects that require modification of the Preserve boundary; 3) a landowner requests that a portion of or all of his or her property be included within the Preserve boundary; and 4) minor changes to Plan maps to show actual precise boundaries of conserved habitat, and which do not reduce the acreage or quality of the habitat. All Preserve boundary line adjustments must be disclosed in the appropriate CITY CEQA document, require advance written approval from the Wildlife Agencies, and must be accounted for in the CITY's Annual Report. The CITY will provide written notice of the proposed Preserve boundary adjustment and equivalency

findings to the Wildlife Agencies at least sixty (60) days prior to scheduling the project for any public hearing consistent with Section 6.8.1 of the Plan. Adjustments to the Preserve boundary can be made by Minor Amendment to the NCCP/HCP, if the adjustment will result in equal or higher acreage and biological value to the Preserve. The determination of biological value of the proposed change is made by the City and must have the prior written concurrence of the Wildlife Agencies. If necessary, the CITY will meet and confer with the Wildlife Agencies prior to scheduling the project for any public hearing to resolve any issues.

18.1.1 Additions to the Preserve. The CITY may make additions to the approved Preserve as addressed in Section 4.4 of the Plan without a Major Amendment by providing the Wildlife Agencies with the following: 1) A letter from the CITY agreeing to the addition and specifying the status of the property (e.g., CITY parkland, HOA property); 2) An accurate map of the area to be added, showing the total acreage and current vegetation coverage; and 3) An assessment provided by the CITY and PVPLC demonstrating that adequate funding is available for managing the new preserve lands in perpetuity. PVPLC shall coordinate with the CITY and Wildlife Agencies for approval of each property proposed for inclusion into the Preserve.

18.2 Major Amendments. Major Amendments to the Plan or this Agreement are those that require an amendment of the Permits in accordance with all legal requirements, including but not limited to ESA, NEPA, the NCCP Act, and CEQA, and the Wildlife Agencies' Permit regulations. Any habitat losses that propose to exceed the maximum habitat loss acreages noted for each Covered CITY Project/Activities or Private Project can only be approved through an amendment. Such amendments must be approved in writing by the Wildlife Agencies and the CITY. Coordination with the Wildlife Agencies is required for a Major Amendment, and the Wildlife Agencies must be notified as soon as the local jurisdiction confirms that an amendment is warranted. The CITY will provide written notice of any proposed Major Amendment to the Wildlife Agencies at least sixty (60) days prior to scheduling the action and/or project for any public hearing. Such notice will include a copy of any required application for the proposed amendment, a statement of the reason for the amendment and an analysis of its environmental effects, if any, including any effects on Covered Species. As described in Section 6.8.2 of the Plan, Major Amendments include, but are not limited to: 1) An annexation of land that requires Take Authorizations for development, and is not covered by an existing NCCP/HCP and associated Take Authorizations, or a substantive variation in design or implementation from an existing NCCP/HCP; 2) Land excluded from a Plan at the time of approval, and therefore not covered by Take Authorizations, but is later planned for development purposes; 3) A substantive deviation in the proposed mitigation for Covered Projects or Activities described in Section 5.3 of the Plan, including but not limited to deviations in the identified area and dimensions of potentially dedicated Preserve that is not equivalent to the proposed Plan mitigation as determined by the Wildlife Agencies removal of lands from conserved areas; 4) An increase in habitat impacts from any Covered Activity described in Section 5.0 of the Plan; 5) Major changes in conservation levels or Preserve design; 6) Removal of lands from conserved areas; 7) Reconfiguration of the Preserve

system resulting in a decrease of acreage or quality of habitat as determined by the Wildlife Agencies; 8) Additions to the list of Covered Species under the Permits (consistent with Section 6.8.4 of the Plan); or 9) Substantial changes to the implementing regulations upon which this NCCP/HCP is based on including CEQA, the General Plan, local zoning ordinances, etc.

18.2.1 Process for Adding Species to Covered Species List. Consistent with Section 6.8.4 of the Plan, if a species not on the Covered Species list is proposed for listing pursuant to the ESA or CESA or a listed species not on the Covered Species list is discovered in the NCCP/HCP Plan Area, the Wildlife Agencies will determine whether Additional Conservation Measures, beyond those prescribed by the NCCP/HCP, are necessary to adequately protect the species. If no such measures are necessary, the species will be added to the Permits, following application by the CITY for a Major Amendment. If the conservation measures already contained in the Plan are not sufficient to meet Permit issuance standards under ESA and the NCCP Act, then upon written request by the CITY, the USFWS and CDFW will use their reasonable efforts to provide technical assistance to the CITY to identify Additional Conservation Measures necessary to add such species to the list of Covered Species. In developing Additional Conservation Measures, the Parties will first look to habitat management practices and enhancement opportunities within the Preserve using existing management resources, provided the redirection of such resources would not adversely affect any Covered Species.

If these options are not adequate to meet the species' conservation requirements, the Wildlife Agencies will provide technical assistance to the CITY in developing additional measures necessary to add the species to the Covered Species list. If conservation measures necessary to add the species to the Covered Species list are identified when or after the species is proposed for listing, the CITY (or other Third-Party Participants) and the PVPLC shall follow the planned response to Changed Circumstances identified in Section 6.10.2 of the Plan, but will not be required to approve or implement these conservation measures until such time as the species is listed.

18.3 Annexations. For annexations where no take authorization is required because the lands do not contain Covered Species or habitat, the CITY shall ensure that the proposed annexations are consistent with the NCCP/HCP requirements and that the project design will not result in impacts to the Preserve. Proposed annexation projects shall be reviewed and approved by the CITY. No consultation with the Wildlife Agencies is required for this process and such lands and project shall not be covered under the CITY's existing take authorizations.

In the case of annexations of land that require take authorizations of Covered Species, one of the following processes shall be required depending on whether the lands to be annexed are covered by an existing, operative NCCP/HCP and Federal and State Permits: 1) A Major Amendment to the Plan and amendment of the Take authorizations to cover the annexed lands; 2) If the lands proposed for annexation are covered by another approved NCCP/HCP and Federal and State Permits, transfer of that portion of the take authorizations applicable to the annexation lands to the CITY and PVPLC accompanied by

a written commitment by the CITY and PVPLC to fund and implement the same or equivalent take avoidance, minimization, and mitigation measures applicable to the lands to be annexed under the original take authorizations. This process could also apply to de-annexation from another jurisdiction that has an existing, operative NCCP/HCP and Federal and State Permits; 3) If the lands to be annexed will require take authorizations for any species that is not covered under the original plan or under the CITY's Permits, then a Major Amendment to the CITY's NCCP/HCP and Permits shall be required.

19.0 ENVIRONMENTAL REVIEW

19.1 Federal Law - NEPA. Issuance of a section 10(a)(1)(B) Permit to the CITY by USFWS is an action subject to NEPA. USFWS is the lead agency for the Plan under NEPA. The Plan has been evaluated pursuant to NEPA. An Environmental Assessment has been prepared pursuant to NEPA.

19.2 State Law - CEQA. Implementation and approval of the Plan by CDFW is an action subject to CEQA. The CITY is the lead agency for the Plan under CEQA. The Plan has been evaluated pursuant to CEQA. The CITY has prepared an Environmental Impact Report (EIR/SCH#2003071008) and related addendums in accordance with CEQA requirements. CDFW is a responsible CEQA agency for purposes of approving and permitting or "authorizing" the Plan under the NCCP Act.

20.0 SUSPENSION OR REVOCATION OF PERMITS

20.1 Federal Permit

20.1.1 Federal Permit Suspension: The USFWS may suspend the Federal Permit, in whole or in part, for cause in accordance with the laws and regulations in force at the time of such suspension. (See 50 C.F.R. §§ 13.27-13.29, 17.22(b) and 17.32(b)). However, except where the USFWS determines emergency action is necessary to avoid irreparable harm to a Covered Species, it will not suspend the Federal Permit without first requesting the Permittee to take appropriate remedial actions, if any such actions are available, and providing the Permittee with written notice of the facts or conduct which may warrant the suspension, and an adequate and reasonable opportunity, including, where appropriate, use of the voluntary dispute resolution process outlined in Section 22 of this Agreement, to demonstrate why suspension is not warranted.

20.1.2 Reinstate of Suspended Federal Permit: In the event the USFWS suspends the Federal Permit, in whole or in part, as soon as practicable, and if possible within ten (10) days after such suspension, the USFWS shall confer with the Permittee concerning actions, if any, that would allow the suspension to be lifted. After conferring with the Permittee, the USFWS shall identify reasonable specific actions, if any, necessary to effectively redress the suspension. In making this determination the USFWS will consider the requirements of the ESA, regulations issued thereunder, the conservation needs of the Covered Species, the terms of the Federal Permit and any comments or recommendations received from the Permittee. As soon as practicable, and if possible

within thirty (30) days after the conference, the USFWS shall send the Permittee written notice of any available, reasonable actions necessary to effectively redress the suspension. Upon Permittee's timely and acceptable performance of such actions, the USFWS will promptly reinstate the Federal Permit. It is the general intent of the Parties that in the event of a total or partial suspension of the Federal Permit, and provided such action is appropriate in light of the circumstances that resulted in the suspension, the Parties will act expeditiously and cooperatively to reinstate the Federal Permit.

20.1.3 Surrender or Revocation of the Federal Permit: Permittee may withdraw from the Federal Permit as provided in Section 22 by surrendering the Federal Permit to the USFWS in accordance with the regulations of the USFWS in force on the date of such surrender. (These regulations are currently codified at 50 C.F.R. §§ 17.22(b)(7) and 17.32(b)(7) and by their express terms apply in place of 50 C.F.R. § 13.26 to the extent of any conflict). In addition, the USFWS may revoke the Federal Permit for cause. (These regulations are currently codified at 50 C.F.R. §§ 13.28, 17.22(b)(8) and 17.32(b)(8)). Upon surrender or revocation of the Federal Permit, no further Take shall be authorized under the Permit. Notwithstanding surrender of the Federal Permit by Permittee or revocation of the Federal Permit by the USFWS, the Permittees will remain obligated to fulfill any existing and outstanding minimization and mitigation measures required under the Plan, this Agreement, and the Federal Permit for any Take that occurred prior to surrender or revocation. A surrendered Federal Permit shall be deemed cancelled only upon a determination by the USFWS that such minimization and mitigation measures have been implemented.

20.1.4 Responsibility of the United States: Nothing contained in this Agreement is intended to or shall be construed as a waiver of the sovereign immunity of the United States, or is intended to or shall be construed to, limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

20.2 The State Permit

20.2.1 Permit Suspension. In the event of any material violation of the Permit by the CITY or PVPLC, as determined by CDFW, the CDFW may suspend the NCCP Permit in whole or in part, provided, however, that it may not suspend the NCCP Permit without first: 1) requesting that the CITY or PVPLC take appropriate remedial actions; and 2) providing the CITY or PVPLC with written notice of the facts or conduct which may warrant the suspension and an adequate and reasonable opportunity for the CITY or PVPLC to demonstrate why suspension is not warranted or to take steps necessary to cure the violation.

20.2.2 Reinstatement of Suspended Permit. In the event the CDFW suspends the Permit in whole or in part, as soon as possible but no later than ten (10) working days after such suspension, the CDFW shall meet and confer with the CITY or PVPLC concerning how the violation or breach that led to the suspension can be remedied. At the conclusion of any such conference, the CDFW shall identify specific actions, if

available, that are necessary to effectively redress the violation or breach. In making this determination the CDFW shall consider the requirements of the NCCP Act, regulations issued thereunder, the conservation needs of the Covered Species, the terms of the Permit and of this Agreement, and any comments or recommendations received during the meet and confer process. As soon as possible, but no later than thirty (30) working days after the conference, the CDFW shall send the CITY or PVPLC written notice of the actions, if available, that are necessary to effectively redress the violation or breach. Upon full performance of such necessary actions, the CDFW shall immediately reinstate the Permit or suspended portions thereof. It is the intent of the Parties that in the event of any suspension of the Permit all Parties shall act expeditiously and cooperatively to reinstate the Permit.

20.2.3 Permit Revocation or Termination.

- a. The CDFW may only revoke or terminate the Permit for a violation of the Permit or material breach of this Agreement by the CITY or PVPLC, and only if the CDFW determines in writing that: 1) such violation or breach cannot be effectively redressed by other remedies or enforcement action; or 2) revocation or termination is required to avoid jeopardizing the continued existence of a Covered Species and/or to fulfill a legal obligation of the CDFW under the NCCP Act.
- b. The CDFW agrees that it will not revoke or terminate the Permit without first: 1) requesting that the CITY or PVPLC take appropriate remedial action, and 2) providing the CITY or PVPLC with notice in writing of the facts or conduct which warrant the revocation or termination and the opportunity [not less than sixty (60) working days] to demonstrate or achieve compliance with the NCCP Act, the Permit, and this Agreement.

20.2.4 Responsibility of the State of California. Nothing contained in this Agreement is intended to limit the authority of the State of California to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under CESA, the NCCP Act, the NPPA, or other provisions of the California Fish and Game Code, or other applicable law.

21.0 TERMINATION OF PERMIT

Upon ninety (90) working days written notice to USFWS and CDFW, the CITY and/or PVPLC may surrender the Permits and unilaterally withdraw from this Agreement. Consistent with the requirements of 50 C.F.R. §§ 17.32(b)(7) and 17.22(b)(7), the CITY shall provide written evidence to the Wildlife Agencies that the CITY has complied with all Take minimization and mitigation obligations incurred under the Permits in full compliance with the Plan and this Agreement up to the date of withdrawal.

Notwithstanding surrender of the Permits, the CITY shall remain obligated to minimize and fully mitigate for all Take that occurred under the Permits up to the date of when the Permits were surrendered. Such mitigation obligations includes the on-going duty to carry out all of its long-term management and monitoring obligations assumed under the Plan, the Permits, and this Agreement with respect to habitat conserved/managed, or required to be conserved/managed, under the Plan, including lands conserved or required to be conserved under the PHMP, prior to the CITY's surrender of the Permits and withdrawal from the Agreement.

On and after the date of the CITY's surrender of the Permits and withdrawal from this Agreement, no additional Take under the Permits shall be authorized, except for Take resulting from Covered Activities that were approved by the CITY prior to surrender of the Permits in conformance with the Plan and Permits and for which all minimization and mitigation obligations have been satisfied or are assured. In particular, Take associated with land development Covered Activities, approved by the CITY, and for which mitigation has been assured as provided in Sections 4.0 and 5.0 of the Plan shall continue to be authorized under the terms of the Permits provided the CITY continues to carry out its obligations under this Agreement, the Plan, and the Permits with respect to such Take.

In accordance with 50 C.F.R. §§ 17.22(b)(7) and 17.32(b)(7), USFWS shall cancel the Federal Permit only upon its written determination that all Take authorized under the surrendered Permit has been minimized and mitigated in accordance with the terms of the Plan, this Agreement, and the Permit.

22.0 DISPUTE RESOLUTION

The Parties recognize that disputes concerning implementation of, compliance with, or termination of this Agreement, the Plan, and the Permits may arise from time to time. The Parties agree to work together in good faith to resolve such disputes, using the informal dispute resolution procedures set forth in this section, or such other procedures upon which the Parties may later agree. However, if at any time any Party determines that circumstances so warrant, it may seek any available remedy without waiting to complete informal dispute resolution.

22.1 Dispute Resolution Process. Unless the Parties agree upon another dispute resolution process, or unless an aggrieved Party has initiated administrative proceedings or suit in federal court as provided in this section, the Parties may use the following process to attempt to resolve disputes:

- A. The aggrieved Party will notify the other Parties of the provision that may have been violated, the basis for contending that a violation has occurred, and the remedies it proposes to correct the alleged violation.
- B. The Party alleged to be in violation will have thirty (30) days, or such other time as may be agreed, to respond. During this time it may seek clarification of the information provided in the initial notice. The aggrieved Party will

use its best efforts to provide any information then available to it that may be responsive to such inquiries.

- C. Within thirty (30) days after such response was provided or was due, representatives of the Parties having authority to resolve the dispute will meet and negotiate in good faith toward a solution satisfactory to all Parties, or will establish a specific process and timetable to seek such a solution.
- D. If any issues cannot be resolved through such negotiations, the Parties will consider non-binding mediation and other alternative dispute resolution processes and, if a dispute resolution process is agreed upon, will make good faith efforts to resolve all remaining issues through that process.

23.0 MISCELLANEOUS PROVISIONS

23.1 Incorporation of the NCCP/HCP. The Plan and each of its provisions are intended to be and by this reference are incorporated herein. Notwithstanding such incorporation, it is acknowledged by the parties that the Plan was drafted by the Permittee (CITY) and submitted to the USFWS and CDFW in support of applications for Federal and State Permits. Characterizations, analyses, and representations in the Plan, and in particular, characterizations, analyses and representations in the Plan of Federal or State laws, regulations and policies, represent the views of the Permittee and shall not control the administration of the Permits by the USFWS and CDFW in accordance with Federal and State laws, regulations and policies. In the event of any inconsistency between the Plan and this IA, the provisions of the IA control. Similarly, in the event of any inconsistency between the HCP or IA and the Federal and State Permits, the Permits control.

23.2 Changes in Environmental Laws. It is acknowledged by the Parties that through acceptance of the Permits, the Permittees commit to perform substantial avoidance, minimization, mitigation, conservation, and management measures as set forth in the Plan and this Agreement. If there is a change in, or an addition to, any Federal or state law governing or regulating the impacts of Covered Projects or Covered Activities on Covered Species, including, but not limited to, the ESA, NEPA, NCCP Act, CESA, and CEQA, the Wildlife Agencies, to the extent consistent with governing law, shall give due consideration to the measures required under the Plan in applying the new laws and regulations to the Permittees.

23.3 Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the Federal and State Permits, NCCPA, the ESA and other applicable Federal and State law. In particular nothing in this Agreement limits or is intended to limit the authority of the USFWS to seek penalties or otherwise fulfill its enforcement or other responsibilities under the ESA or CDFW under the NCCP Act or other applicable law. Moreover, nothing in this Agreement is intended to limit or diminish the legal obligations and responsibilities of the USFWS as an agency of the Federal government or of CDFW as an agency of the State of California. Nothing in this Agreement

shall limit the right or obligation of any Federal agency to engage in consultation required under section 7 of ESA or other Federal law.

23.4 Reference to Regulations. Any reference in this Agreement, the Plan, or the Permit to any regulation or rule of USFWS shall be deemed to be a reference to such regulation or rule in existence at the time the action is taken. Any reference in this Agreement, the Plan, or the State Permit to any regulation or rule of CDFW shall be deemed to be in reference to such regulation or rule in existence at the time the action is taken.

23.5 Applicable Laws. All activities undertaken pursuant to this Agreement, the Plan, or the Permits must be in compliance with all applicable State and Federal laws and regulations.

23.6 Independent State and Federal Permits. The State and Federal Permits are independent such that revocation of the State Permit or of the Federal Permit does not automatically cause revocation of the other Permit.

23.7 Successors and Assigns. Any Assignment or other transfer of the Permits, including this Agreement, shall be governed by USFWS's and CDFW's applicable regulations at the time of the intended transfer.

23.8 Notice. All notices, demands, or communications from one Party to another may be personally delivered, or sent by facsimile, electronic mail, U.S. Mail, or recognized overnight delivery service, to the addresses in this section and shall be effective at the time of receipt of the personal delivery, or the receipt of the facsimile, electronic mail, or overnight delivery, or five (5) days after deposit in the U.S. Mail; provided, however, that any communication described in this Agreement that requires a response within a limited period of time must be sent by certified mail to initiate that time period. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. Notices shall be transmitted so that they are received within the specified deadlines. Any Party may change the address to which such notices, demands, or other communications may be sent by giving the other Parties written notice of such change.

CITY: City Manager
 Office of the City Manager
 30940 Hawthorne Boulevard
 Rancho Palos Verdes, California 90275
 Telephone: (310) 377-0360
 Fax: (310) 544-5291

CDFW: South Coast Regional Manager
 California Department of Fish and Wildlife
 3883 Ruffin Road
 San Diego, California 92123
 Telephone: (858) 467-4201

Fax: (858) 467-4299

USFWS: Field Supervisor
Carlsbad Fish and Wildlife Office
U.S. Fish and Wildlife Service
2177 Salk Avenue, Suite 250
Carlsbad, California 92008
Telephone: (760) 431-9440
Fax: (760) 431-5901

PVPLC: President of the Board
Palos Verdes Peninsula Land Conservancy
916 Silver Spur, Suite 207
Palos Verdes Peninsula, California 90274
Telephone: (310) 541-7613
Fax: (310) 541-7623

23.9 Entire Agreement. This Agreement, together with the Plan, shall be incorporated as terms and conditions of the Permits.

23.10 Availability of Federal and State Appropriations. Implementation of this Agreement and the Plan by the USFWS is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the USFWS will not be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of the agency affirmatively acts to commit to such expenditures as evidenced in writing.

Implementation of this Agreement and the Plan by CDFW is subject to the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the Treasury of the State of California. The Parties acknowledge and agree that CDFW will not be required under this Agreement to expend any state appropriated funds unless and until an authorized official of that agency affirmatively acts to commit such expenditure as evidenced in writing.

23.11 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.

23.12 No Third-Party Beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA, CESA, the NCCP Act, or other Federal or State law, this Agreement shall not create any right or interest in any third-party, including any member of the public, as a third-party beneficiary hereof, nor shall it authorize any third party to maintain a suit at law or equity regarding this Agreement. The duties, obligations,

and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing Federal or State law.

23.13 Due Authorization. The CITY warrants that its signatory is authorized to execute this Agreement on behalf of the CITY.

23.14 Counterparts. This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each member. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all members do not appear on the same page.

23.15 Agreement is not an Enforceable Contract. Notwithstanding any language to the contrary in this Agreement, this Agreement is not intended to create and shall not be construed to create an enforceable contract between Permittees and the USFWS under law with regard to the Permit, and neither the USFWS nor Permittees shall be liable in damages to each other or to any other third party for any performance or failure to perform any obligation identified in this Agreement. The sole purpose of this Agreement as between the USFWS and Permittees is to clarify the provisions of the Plan and the processes the Parties intend to follow to ensure successful implementation of the Plan in accordance with the Federal Permit and applicable federal law. Notwithstanding the foregoing, the USFWS intends to follow the provisions of this Agreement in administering the Permit, and Permittee intends to follow the provisions of this Agreement in implementing the Plan. This Agreement will be incorporated by reference into the Federal Permit.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement to be in effect as of the Effective Date.

Date: _____, 2020 Rancho Palos Verdes

By _____
Mayor

Date: _____, 2020 California Department of Fish and Wildlife

By _____
Deputy Director
Habitat Conservation Division

Date: _____, 2020 United States Fish and Wildlife Service,
Region 8

By _____
Assistant Regional Director

Date: _____, 2020 Palos Verdes Peninsula Land Conservancy

By _____
President of the Board

EXHIBIT A

Model Certificate of Inclusion

The United States Fish and Wildlife Service and the California Department of Fish and Wildlife have issued Permits pursuant to the Federal Endangered Species Act and the California Natural Community Conservation Planning Act (collectively, “Permits”) authorizing “Take” of certain species in accordance with the terms and conditions of the Permits, the City of Rancho Palos Verdes’ NCCP/HCP, and the associated Implementing Agreement. Through execution of this Certificate of Inclusion, you, [insert entity name] agree to implement all applicable terms and conditions of the Permits, which include the City of Rancho Palos Verdes’ (City) NCCP/HCP, and the associated Implementing Agreement and to submit to the direct legal control of the City for purposes of the City’s enforcement of all applicable terms and conditions of the Permits, against you with regard to the Take of certain species resulting from the [insert Covered Project or Covered Activity as applicable] identified below.

As the owner/operator of the property depicted on Exhibit "1", attached hereto and incorporated herein by this reference, you are extended the protection of the Permits for the proposed activities as set forth in Exhibit "2", with respect to any Take of species covered by the City of Rancho Palos Verdes' NCCP/HCP. In the event that you use the property depicted on Exhibit "1" for other purposes without the express consent of the Permittee, or fail to follow the applicable requirements of the Permits, Take Authorization under the Permits will automatically cease. Such Authorization is provided as described in the Permits, including the City of Rancho Palos Verdes' NCCP/HCP, and the Implementing Agreement. By signing this Certificate of Inclusion, you signify your election to receive Take Authorization under the Permits in accordance with the terms and conditions thereof. Further, by signing this Certificate of Inclusion you agree to provide reasonable access to the property depicted on Exhibit 1 to the City, the United States Fish and Wildlife Service pursuant to 50 C.F.R. § 13.21(e)(2) and the California Department of Fish and Wildlife as necessary to monitor your compliance with the applicable terms of the Permits, the NCCP/HCP and the Implementing Agreement.

Coverage under the Permits will become effective upon receipt of the executed Certificate of Inclusion by City of Rancho Palos Verdes. In the event that the subject property is sold or leased, the buyer or lessee must be informed of these provisions and execute a new Certificate of Inclusion.

Address

Phone

Signature

Title (if any)

City of Rancho Palos Verdes R

EXHIBIT B

City Interim Resource Protection Ordinance

Chapter 17.41 - COASTAL SAGE SCRUB CONSERVATION AND MANAGEMENT

Sections:

17.41.010 - Short title.

This chapter shall be known and may be cited as the "Rancho Palos Verdes Coastal Sage Scrub Conservation Ordinance."

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.020 - Purpose and intent.

This chapter establishes policies, regulations, and standards necessary to ensure that the city will continue to realize the benefits provided by its natural environment. The city council finds and declares that it is necessary to adopt this chapter to promote the public health, safety and general welfare by providing requirements and procedures that reduce adverse impacts on threatened or endangered species, which could be directly created or indirectly induced by the unregulated removal of CSS habitat and other vegetation that is occupied by threatened or endangered species, regardless of whether such removal occurs in connection with proposed and existing developments. Coastal sage scrub habitat has been designated by the United States Fish and Wildlife Service as critical habitat essential for the continued survival of, among other species, the coastal California gnatcatcher. Therefore, this chapter establishes a regulatory process for approval of weed abatement and other activities undertaken on properties that are greater than two acres in size and contain CSS habitat to ensure that such activity does not jeopardize the continued viability of any endangered or threatened species due to the removal of, or impact to, occupied habitat.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.030 - Application of chapter.

This chapter shall apply to all properties in the city that contain CSS habitat, as depicted on the city's most current NCCP map, including any areas subsequently annexed by the city, unless state or federal law prescribes otherwise. Nothing in this chapter shall be construed to authorize the removal of any plant, including without limitation CSS, which would constitute a violation of any other applicable state or federal law or regulation, including without limitation, the Endangered Species Act.

Nothing in this chapter shall be construed to authorize the removal of any plant, including without limitation CSS, which would constitute a violation of any other applicable state or federal law or regulation, including without limitation, the Endangered Species Act.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.040 - Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly requires otherwise:

- A. "City" means the city of Rancho Palos Verdes.
- B. "City council" means the city council of the city of Rancho Palos Verdes.
- C. "Coastal sage scrub or coastal sage scrub plant community (CSS)" means a vegetation community composed of relatively low-growing summer deciduous and succulent plants. Coastal sage scrub is the more general name for vegetation communities known as maritime succulent scrub, Diegan (or Riversidian) sage scrub, southern coastal bluff scrub, inland sage scrub, alluvial fan scrub, and mixtures of vegetation communities containing coastal sage elements and providing suitable gnatcatcher habitat. Characteristic plants of this community include, but are not limited to, California sagebrush (*Artemisia californica*), ash-leaf buckwheat (*Eriogonum cinereum*), California sunflower (*Encelia californica*), coyote brush (*Baccharis pilularis*), California buckwheat (*Eriogonum fasciculatum*), lemonadeberry (*Rhus integrifolia*), purple sage (*Salvia leucophylla*), black sage (*Salvia mellifera*), prickly pear and cholla cactus.
- D. "Department of Fish and Game" means the California Department of Fish and Game.
- E. "Director" means the Director of Planning, Building and Code Enforcement or Community Development Director for the city of Rancho Palos Verdes.
- F. "Exotic Woodland vegetation" means a vegetation category identified in the city's NCCP that consists of nonnative trees and shrubs. Some of the introduced species may exist as ornamental vegetation that is used in landscaping and some are invasive and have dispersed into grassland and native habitats. Exotic species include everblooming acacia (*Acacia longifolia*), Sydney golden wattle (*Acacia cyclops*), Peruvian pepper tree (*Schinus molle*), Brazilian pepper tree (*Schinus terebinthifolia*), black locust, (*Robinia pseudoacacia*), myoporum (*Myoporum laetum*), gum tree (*Eucalyptus* spp.) and pines (*Pinus* spp.).
- G. "Fish and Wildlife Service (FWS)" means the United States Fish and Wildlife Service.
- H. "Gnatcatcher" means the coastal California gnatcatcher (*Polioptila californica*), a small insectivorous songbird that inhabits almost exclusively the coastal sage scrub plant community, although it is found in other plant communities. The gnatcatcher has been listed as a threatened species under the federal endangered species act. The continued existence of the gnatcatcher is threatened by habitat loss and fragmentation occurring in conjunction with urban and agricultural development.
- I. "Habitat modification" means altering, clearing, cutting, destroying, relocating, or removing any coastal sage scrub, or any other act, which causes, or may be reasonably expected to cause the reduction in habitat value of a plant that makes up the coastal sage scrub plant community, including weed abatement activities. "Habitat modification or removal," includes, but is not limited to, damaging the

plant or root systems by machinery, storage of materials, or soil compaction, excessive pruning, weed abatement, paving with concrete, asphalt, or other impervious material, in the immediate vicinity of the coastal sage scrub, or in a manner which may reasonably be expected to kill a coastal sage scrub plant community, using herbicides to control or kill coastal sage scrub vegetation, or excessive or inadequate irrigation.

J. "Natural communities conservation plan" or "NCCP" means a plan for the conservation of natural communities using an ecosystem approach prepared pursuant to the State of California's Natural Communities Conservation Planning Act.

K. "Weed abatement" means, for the purposes of this chapter only, the removal of vegetation by any means, on any property in the city that is greater than two acres in size and contains CSS habitat, as depicted on the city's most current NCCP map, but excluding tree trimming and removal or maintenance of "exotic woodland" vegetation that does not constitute or contain CSS and is not occupied by an endangered or threatened species.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.050 - Prohibited conduct.

It is unlawful for any person, firm, business, corporation, or any other entity to perform habitat modification work on any CSS habitat, or perform weed abatement on any property greater than two acres in size that is within the geographical limits of the city and contains CSS habitat, as depicted on the city's most current NCCP map, without first complying with the provisions of this chapter.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.060 - Exemptions.

The provisions of this chapter shall not apply to any of the following activities, provided that the requirements of this chapter are satisfied:

A. Removal of CSS or any other form of habitat modification or weed abatement for the purpose of fire protection, such as the establishment of fuel modification zones and fire breaks, thinning or brush clearing, provided:

1. Such actions follow a regulation, a written plan or a written order that is issued or required by the Los Angeles County Fire Department or by another governmental entity; or
2. Such actions have been taken on a regular basis [at least once every three (3) years] since June 23, 1997, within an area no larger than what is depicted on the city's official aerial maps on file with the city dated June 23, 1997, as having been cleared previously.

B. Removal of CSS or any other form of habitat modification required by any written local, county, state, or federally mandated health and safety order; provided such

removal or clearing of vegetation follows a regulation, written plan or written order approved and required by the applicable city, state or federal government.

- C. Removal of CSS or any other form of habitat modification performed by the city or by another governmental entity or by a utility in response to an emergency, in order to protect the public health and safety.
- D. Loss of CSS that is the result of a natural event, such as landslide, fire or flood.
- E. Removal of CSS or other non-CSS vegetation pursuant to a validly issued 4(d) permit or 10(a) permit, which shall be provided to the director prior to the commencement of the proposed habitat removal or modification.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.070 - Application to the director.

- A. An owner of a property within the city that is greater than two acres in size and contains CSS habitat, as depicted on the city's most current NCCP map, who wishes to perform the following weed abatement of non-CSS vegetation, which is not exempt from the provisions of this chapter pursuant to Section 17.41.060 of this chapter, first must apply to the director for approval. The party seeking approval pursuant to this section shall submit an application to the director along with the following:
 - 1. A plot plan generally depicting the subject property and the area(s) where the non-CSS vegetation is proposed to be removed, identifying all property lines and the location of any and all CSS on the property and its habitat value;
 - 2. Evidence and documentation establishing whether any vegetation on the site is occupied by endangered or threatened species;
 - 3. A current biological survey identifying those areas of the property that contain CSS and those areas that contain no CSS. The biological survey shall demonstrate to the city's satisfaction that the areas of the property where the work is to be performed are not occupied by threatened or endangered species and that the proposed weed abatement will not "take" a protected species under either the federal or state endangered species acts and will not have an adverse impact on threatened or endangered species located elsewhere on the property or on adjacent properties. The biological survey shall be prepared by a qualified biologist, who has been certified by either the California Department of Fish and Game or the United States Fish and Wildlife Service to perform gnatcatcher surveys, and shall be prepared during the six (6) month period preceding the date when the proposed vegetation removal is to commence; and
 - 4. A payment of one thousand five hundred dollars to establish a trust deposit to pay for the city's review of the submitted biological survey by the city's consulting biologist.

B. Upon receipt of an application to perform weed abatement on non-CSS vegetation pursuant to subsection A of this section, the director shall forward the submitted biological survey to the city's consulting biologist for review. The director shall review the application, the biological survey, the city's consulting biologist's report on the submitted biological study and the accompanying material. Within thirty (30) calendar days after receiving the application, the director shall take one of the following actions:

1. If the information provided to the director is incomplete, the director shall so notify the property owner and shall not continue processing the request until a complete request is submitted;
2. If the information provided by the property owner demonstrates to the satisfaction of the director that the proposed weed abatement complies with the provisions of this section, the director shall prepare environmental review documents pursuant to the provisions of the California Environmental Quality Act ("CEQA"). If any interested party submits substantial evidence that the project may cause a significant effect on the environment, the director shall require the preparation of an Environmental Impact Report ("EIR") pursuant to the requirements of CEQA. If there is no substantial evidence of a potential significant effect on the environment, then the director shall prepare a negative declaration or mitigated negative declaration, unless the director determines that the proposed action is exempt from the provisions of CEQA. The director shall obtain public comments and comments from other agencies (including DFG and FWS) as required by CEQA. If the EIR, mitigated negative declaration, or negative declaration determines that the proposed action would not cause a significant effect on the environment, or if the certified EIR is accompanied by the approval of a statement of overriding considerations, the director shall issue a written notice to proceed to the property owner and impose any conditions necessary to ensure that the weed abatement is carried out in compliance with this chapter; or
3. If the director determines that the proposed activity does not comply with the provisions of this section, no weed abatement activities shall be conducted unless and until a 4(d) or 10(a) permit is obtained.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.080 - Appeal.

The applicant or any interested person (as defined in Section 17.96.990 of the city's municipal code) may appeal a decision issued by the director pursuant to Section 17.41.070 of this chapter to the city council, pursuant to Chapter 17.80 (Hearing Notice and Appeal Procedures) of this title. The property owner shall not take action to perform any weed abatement activities authorized by the director's decision until the appeal period has been exhausted.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

17.41.090 - Violations and penalties.

A violation of any provision of this chapter is a misdemeanor punishable by a fine of not more than one thousand dollars, or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment. Any person found to have violated any provision of this chapter shall be deemed guilty of a separate and distinct offense for each day, or portion thereof, during which such violation continues, and shall be punishable accordingly. In addition to the foregoing, the city may require revegetation work be performed by the violator, at a ratio to be determined by the director, and may assess a fine in an amount necessary to assure that the CSS that was improperly removed can be replaced and maintained for a minimum period of five years or until the CSS is reestablished and sufficient to cover any other costs incurred by the city in achieving compliance with this chapter. Further, the city shall not accept for processing, or grant approval of, any application for development, use, permit, or other entitlement pursuant to Titles 15, 16 or 17 of the municipal code until such time that the property owner has complied with the provisions of this chapter and other applicable provisions of the municipal code.

(Ord. 420 § 2 (part), 2005: Ord. 419U § 2 (part), 2005)

EXHIBIT C

Species Covered Under the Plan

| Common Name | Scientific Name | Status |
|------------------------------------|---|-----------------------------|
| Aphanisma | <i>Aphanisma blitoides</i> | CNPS List 1B |
| South Coast Saltyscale | <i>Atriplex pacifica</i> | CNPS List 1B |
| Catalina Crossosoma | <i>Crossosoma californicum</i> | CNPS List 1B |
| Island Green Dudleya | <i>Dudleya virens</i> ssp. <i>insularis</i> | CNPS List 1B |
| Santa Catalina Island Desert-thorn | <i>Lycium brevipes</i> var. <i>hassei</i> | CNPS List 1B |
| Woolly Seablite | <i>Suaeda taxifolia</i> | CNPS List 4 |
| Palos Verdes Blue Butterfly | <i>Glauopsyche lygdamus</i> <i>palosverdesensis</i> | FE |
| El Segundo Blue Butterfly | <i>Euphilotes battoides</i> <i>allyni</i> | FE |
| Coastal California Gnatcatcher | <i>Polioptila californica</i> <i>californica</i> | FT, NCCP Focal Species, SSC |
| Cactus Wren | <i>Campylorhynchus brunneicapillus</i> | NCCP Focal Species, SSC |

FE = Federally endangered

FT = Federally threatened

SSC = State Species of Concern

EXHIBIT D

Management Agreement Between the City and PVPLC

PALOS VERDES NATURE PRESERVE MANAGEMENT AGREEMENT

made by

THE CITY OF RANCHO PALOS VERDES

and

THE PALOS VERDES PENINSULA LAND CONSERVANCY

This Management Agreement (the “Agreement”) is made as of November 1, 2011, by and between the City of Rancho Palos Verdes (the “City”) and the Palos Verdes Peninsula Land Conservancy, a California non-profit, public benefit corporation (the “PVPLC”), with reference to the following facts:

A. The City, the PVPLC (as Habitat Manager), the California Department of Fish and Game (“CDFG”), and the United States Fish and Wildlife Service (“USFW”; CDFG and USFW being hereinafter referred to collectively as the “Wildlife Agencies”) are concurrently herewith preparing for the City’s and the Wildlife Agencies’ adoption the Rancho Palos Verdes Natural Community Conservation Plan/Habitat Conservation Plan (the “Plan”). The purpose of the Plan, upon completion and adoption, is to establish the Palos Verdes Nature Preserve (the “Preserve”) within the plan area described in the Plan (the incorporated area of the City of Rancho Palos Verdes) in order to provide mitigation for the future taking of covered species identified in the Plan as the result of projects and activities performed in the Plan area by the City and third parties. Although the Plan was completed in 2004 and approved by the City Council on August 31, 2004, the Plan has not been formally approved by the Wildlife Agencies. The City-approved plan is being updated to reflect changes in land acquisition that have occurred since 2004. Thus, the Plan is presently in a draft form. The City, the PVPLC and the Wildlife Agencies anticipate completion of the Plan and its adoption in 2012.

B. The boundaries of the Preserve are set forth in the Plan, but for the avoidance of doubt, consist of the properties identified on Exhibit A attached to and incorporated in this Agreement by this reference. The Preserve consists of land dedicated to the Preserve by the City and the PVPLC for the purpose of open space conservation, habitat preservation, public use and related activities consistent with the conservation goals of the Plan. The Preserve lands are subject to conservation easements, as required under the Plan.

C. A Public Use Master Plan (the “PUMP”) must be prepared jointly by the City and PVPLC and approved by the City Council and Wildlife Agencies to establish certain rules and criteria for public use of the Preserve, as provided under the Plan.

D. With the approval of the Wildlife Agencies, the City has designated the PVPLC as “Habitat Manager” under the Plan. The Plan delegates various independent and mutual responsibilities for Preserve management to the City and the PVPLC. The Plan anticipates that the City and the PVPLC will enter into a management agreement respecting their rights and obligations.

E. Pending completion and adoption of the Plan in its final form, on December 20, 2005, the City and PVPLC entered into an agreement (amendment No.1 to the pre-existing City/PVPLC Forrestal Management Agreement) (the “Forrestal Agreement”) authorizing the PVPLC to begin management of the properties enrolled in the Preserve, as of that time, in accordance with the management responsibilities of the Plan, as approved by the City on August 31, 2004. As a result, since January 2005, the PVPLC has been compensated by the City to manage the Preserve on the City’s behalf by engaging in various habitat restoration and enhancement activities in the Preserve in anticipation of final completion and adoption of the Plan.

F. On June 19, 2007, an agreement (amendment No.4 to the Forrestal Agreement) was entered into between the City and the PVPLC authorizing the PVPLC to perform habitat maintenance activities at the City-owned “Oceanfront” properties for a cost of \$15,000 per year (adjusted annually by the City for inflation).

G. The property subject to the Forrestal Agreement is now a portion of the larger Preserve. The responsibilities of the PVPLC and the City are more extensive with respect to the Preserve, and so the parties desire to enter into a more comprehensive management agreement replacing the Forrestal Agreement and any other prior management agreements respecting the Preserve. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given such terms in the Plan.

Now, therefore, for good and valuable consideration, the City and the PVPLC agree as follows:

1. Financial Obligations of the Parties Pursuant to the 2004 Plan.

1.1 PVPLC Financial Obligations.

(a) Cash and In Kind Service Contributions. The PVPLC shall provide annual support to the Preserve consisting of (i) at least \$50,000 (2006 baseline payment) in cash expenditures (the “PVPLC Expenditures”), and (ii) in-kind services, in each case to perform or support its performance of the obligations set forth in Exhibit B-1 and Exhibit C referenced in Section 2.3(a) below and incorporated herein by this reference. Commencing as of 2007, the amount of the PVPLC’s Expenditures shall be increased annually for inflation based on the Consumer Price Index (CPI) for Los Angeles County for all consumers for the month of February of each calendar year. In years where there is no inflation increase, the annual contribution shall not be adjusted.

(b) Volunteer Hours. In addition to the PVPLC Expenditures and the PVPLC’s annual in-kind services, the PVPLC shall organize and provide for the benefit of the Preserve, on an annual basis, volunteer service hours in an amount valued at not less than \$50,000. Volunteer services shall be valued using the most comparable current commercial rates as developed by *Independent Sector*, or if such resource ceases publication or is not applicable to the services provided, then a reasonably similar index or valuation source. The volunteer hours shall be used to perform or support the PVPLC’s performance of its responsibilities under the Plan or this

Agreement, which include but may not be limited to the obligations set forth in Exhibit B-1 and Exhibit C referenced in Section 2.3(a) below.

(c) Financial Records. The PVPLC shall provide financial records, as required from time to time under the terms of the Plan, to be included in the annual report to the City and Wildlife Agencies on the status of the Preserve. In addition, the PVPLC shall provide reasonable evidence of the PVPLC Expenditures, the PVPLC's in-kind services and the PVPLC's volunteer service hours required under this Section.

1.2 City Financial Obligations.

(a) Cash Payments. The City shall pay to the PVPLC the annual sum of \$100,000 (2006 baseline payment) in cash (the "Preserve Management Payment"), subject to adjustment as set forth in this Agreement, to assist the PVPLC in performing its obligations set forth in Exhibit B-1 referenced in Section 2.3(a) below, payable quarterly at least thirty (30) days in advance of the quarter when such payment is due. In addition to the Preserve Management Payment, the City shall pay to the PVPLC the annual sum of \$15,000 (2007 baseline payment) cash (the "Oceanfront Estates Management Payment") to perform the habitat and trail maintenance responsibilities listed in Exhibit C on the City's Oceanfront Preserve properties, payable annually at the start of the City's fiscal year. Commencing the year following the baseline payment (which is 2007 for the Preserve Management Payment and 2008 for the Oceanfront Estates Management Payment), each shall each be increased annually for inflation based on the Consumer Price Index (CPI) for Los Angeles County for all consumers for the month of February of each calendar year. In years where there is no inflation increase, the annual contribution shall not be adjusted.

(b) In-Kind Services. In addition to the Preserve Management Payment and the Oceanfront Estates Management Payment, the City shall perform the in-kind services on an annual basis set forth in Exhibit B-2 referenced in Section 2.4(a) below.

1.3 Revision to Inflation Index. If the annual CPI adjustment to the monetary contributions set forth in this Section 1 no longer reflects the costs to perform any of the obligations of the parties set forth in this Agreement, either or both of the parties may request that the Agreement be revised to incorporate a revised formula or index that more accurately reflects the cost to perform the obligation(s). The Wildlife Agencies also shall approve the revised index or formula.

2. Preserve Management.

2.1 Mutual Cooperation and Notification. The PVPLC and the City wish to cooperate in the operation of the Preserve so that each entity can perform its duties to the benefit of the Preserve, the habitat and species that occupy the Preserve, and the general public. The City and the PVPLC recognize that communication is a key element of a successful relationship. To that end, the City and the PVPLC each shall notify the other of special events that it intends to conduct in the Preserve so that the events can be coordinated and do not conflict with each other. The City and the PVPLC shall discuss the scheduling and coordination of upcoming activities, events or tours in the Preserve at the monthly meetings that are attended by City and

PVPLC Staff described in sections 2.3 (a)(iv) and 2.4(a) of this Agreement. In order to promote smooth operation of the Preserve and the activities that are conducted therein, the PVPLC and the City shall make reasonable efforts to notify each other of unusual activities or if special guests will be touring the Preserve, so that such activities or tours can be conducted as smoothly as possible.

2.2 City Authority. Subject to the provisions of the Plan, the City shall have the authority to approve or deny all uses and activities on City-owned land in the Preserve.

2.3 PVPLC Obligations, Rights and Permissive Activities.

(a) **Preserve Management.** The PVPLC is responsible for performing the Preserve management responsibilities required by the Plan as set forth in Exhibit B-1 attached hereto and incorporated herein by reference. The PVPLC is responsible for performing habitat and trail maintenance responsibilities on the City's Oceanfront Estates preserve properties as set forth in Exhibit C attached hereto and incorporated herein by reference. The PVPLC shall at all times cooperate with the City in its performance of such management obligations.

(i) The PVPLC, including all its employees, volunteers and board members, shall have access to the Preserve at any hour during any time of the year, including through the use of motorized vehicles to perform any of the maintenance responsibilities set forth in Exhibit B-1. If said access is to occur when the Preserve is not open to the public pursuant to the City's Municipal Code, notification of said planned access shall be provided to the City at the required monthly City/PVPLC meetings described in section 2.3(a)(iv) of this agreement. The City shall provide to the PVPLC, and, if applicable, the PVPLC shall provide to the City, keys, sensors, remote controllers, pass codes or other entry devices to all gates or other vehicle entry controls at all Preserve entrances from time to time established. The PVPLC shall have the right to use such other motorized machinery in the Preserve as and to the extent reasonably necessary to perform its obligations and the Permissive Activities (hereinafter defined) under this Agreement.

(ii) The PVPLC shall maintain the Del Cerro Donor Recognition Site located in Del Cerro Park, which shall include responsibility for any cleaning, repairs, modifications or additions to that Site, unless the PVPLC and the City agree in writing (as approved by the City Council as and when necessary or desirable) that the City shall be responsible for some aspect of the required maintenance.

(iii) The PVPLC shall maintain any future donor recognition sites or markers it installs in the Preserve either under this Agreement or the PUMP pursuant to permission of the City, unless the PVPLC and the City have agreed in writing (as approved by the City Council as and when necessary or desirable) that the City shall maintain a recognition site or marker constructed by the PVPLC.

(iv) The PVPLC shall meet with representatives of City staff on a monthly basis to discuss, without limitation, the status of management efforts, Preserve operations, trail maintenance/repair projects, priorities for activities in the Preserve, and issues relating to or arising in the context of the PUMP. In addition, at the monthly meetings, the PVPLC shall notify the City of any forthcoming tours, events or activities in the Preserve, including any

Permissive Activities identified in attached Exhibit B-3. Any notification that is given at a monthly meeting is for the purpose of promoting the smooth operation of the Preserve for the mutual benefit of both the City and the PVPLC. Except as provided in paragraph (b) below, failure of the PVPLC to give notice of a Permissive Activity to the City at a monthly meeting shall not be a breach of this Agreement by the PVPLC.

(v) The PVPLC shall participate in the presentation of the Annual Report to the City Council (as defined in and required under the Plan).

(b) Permissive Activities. The PVPLC shall be permitted to undertake certain activities in the Preserve identified on Exhibit B-3 as permissive activities (the “Permissive Activities”), but without any obligation to do so, the undertaking of such Permissive Activities being within the PVPLC’s sole discretion, subject to the approval process set forth in this paragraph (b). The City acknowledges that the Permissive Activities form a material part of the PVPLC’s connection to and responsibilities in the Preserve and its ability to obtain donations and volunteer services as required under this Agreement and otherwise, and are a material inducement to the PVPLC’s agreements herein. The PVPLC shall at all times cooperate with the City in conducting Permissive Activities in the Preserve. All Permissive Activities shall be performed in a manner consistent with the Plan and the PUMP and shall be conducted in accordance with the following:

(i) The PVPLC shall give advance written notice of at least five (5) business days to the City’s Director of Community Development (“Director”) or the Director’s designee of the PVPLC’s desire to undertake a Permissive Activity (the “Permissive Activity Request”). The Permissive Activity Request shall state on its face that it does or does not involve or require any of the following: (A) closing trails to public use temporarily or permanently, (B) Performing any trail maintenance or repair of any unimproved trails on City property, (C) the issuance of City permits, (D) obtaining additional or special insurance, (E) bringing exceptionally large numbers of people (100 or more) into the Preserve, (F) bringing more than two vehicles into the Preserve, or (G) the presence of public safety personnel (e.g., law enforcement, fire, life safety). If the Permissive Activity Request states that it does not involve or require any of the special circumstances identified in (A) through (G), inclusive, then the Director shall have up to five (5) calendar days to notify the PVPLC whether, in the Director’s reasonable discretion, he or she believes the Permissive Activity described in the Permissive Activity Request does involve or require one or more of the foregoing special circumstances, and which special circumstances are involved. If the PVPLC provides written notice to the Director during the period when City Hall is closed between Christmas and New Year’s Day, then the time periods within which the City must respond, shall be extended by five additional business days.

(ii) Any Permissive Activity that is identified by the PVPLC or the City as involving or requiring any of the special circumstances identified above shall not occur or commence for a minimum of fifteen (15) calendar days following the City’s receipt of a Permissive Activity Request from PVPLC. Any Permissive Activity that is identified by PVPLC and the City as not involving or requiring the special circumstances identified above may occur or commence promptly following the PVPLC’s receipt of the City’s written concurrence from the Director within the five business day period that no special circumstances are involved or required.

(iii) The City Manager or his/her designee shall have fifteen (15) days from receipt of the Permissive Activity request that is determined to involve or require special circumstances to review the same and notify the PVPLC of any requirements, conditions or restrictions that shall govern the Permissive Activity, or to notify the PVPLC that the Permissive Activity is not approved. The fifteen day period commences upon notice to the Director from the PVPLC that any of the special circumstances that are set forth in paragraph (i) above are involved with the particular request or from the Director's determination that special circumstances are involved. Given the importance of the Permissive Activities to the PVPLC's mission and responsibilities to the Preserve, the City's failure to notify the PVPLC within such fifteen (15) day period of any requirements, conditions or restrictions, or of disapproval, shall conclusively be deemed the City's approval without requirement, condition or restriction. To the extent that the Permissive Activity is directly related to the PVPLC's habitat monitoring, restoration and maintenance responsibilities under or in furtherance of the Plan, the City may not disapprove the Permissive Activity, but may impose reasonable requirements, conditions and restrictions; provided, however, that this restriction on the City's authority does not apply to trail closures exceeding thirty calendar days in length, which are within City Council's discretion to approve or deny.

(iv) Notwithstanding the foregoing, in the case of any Permissive Activity required or desired in the event of an emergency, the PVPLC shall provide as much advance notice as is reasonably feasible and, if the PVPLC is unable to provide advance notice, shall notify the City of any such emergency action not less than twenty-four (24) hours after the action has been taken.

(v) Regardless of any requirement, condition or restriction imposed by the City, or any lack thereof, all Permissive Activities shall comply with: (A) the City's laws, ordinances, regulations and rules, including, without limitation, those governing departmental review, site and plan review, and permitting, and (B) all applicable laws, ordinances, regulations and rules of any other governmental authority with jurisdiction over such activities. The City shall not be required to include or reference the legal requirements of subparts (A) and (B) of this paragraph when providing its requirements, conditions or restrictions, nor does the fifteen-day notice period described above create any right in the PVPLC to conduct its Permissive Activity immediately at the end of such notice period. The PVPLC is responsible for assuring legal compliance of its Permissive Activities as required under subparts (A) and (B) of this paragraph.

(vi) For purposes of this Section 2.3(b), notices between the City and the PVPLC may be in the form of electronic mail or may be by telephone if confirmed by electronic mail or other writing.

2.4 City Rights and Obligations.

(a) Specific Obligations. In addition to the City's responsibilities as provided herein, in the Plan, and as may from time to time be required as an owner of land enrolled in the Preserve, the City shall perform the work or provide the services set forth in Exhibit B-2 attached hereto and incorporated herein by reference. All such work and services shall be performed in a manner consistent with the Plan and the PUMP. The City shall meet with representatives of the

PVPLC on a monthly basis to discuss status of management efforts and Preserve operations, including, without limitation, issues relating to the PUMP. In addition, at the monthly meetings, the City shall notify the PVPLC of any forthcoming City projects, tours, events or activities in the Preserve. The City shall at all times cooperate with the PVPLC in its performance of such management obligations.

(b) Reservation of Rights and Obligations to City. All powers, rights and obligations not granted or delegated to the PVPLC under this Agreement are expressly reserved to or remain the rights or obligations, as applicable, of the City. The City will conduct its activities in and with respect to the Preserve in accordance with the Plan and will enforce the restrictions and provisions of the PUMP within the Preserve.

2.5 Preserve Naming Opportunities. The City-owned Preserve properties or portions thereof, along with scenic points or trails within the Preserve, may be named after donors who make monetary contributions to the City or PVPLC toward acquisition or management of the Preserve, pursuant to the provisions of Exhibit D, which is attached hereto and incorporated herein by reference. The installation of donor recognition overlooks, vista points, trail markers locations and other sites to recognize such donors is and shall be allowed on the City-owned property in the Preserve, provided the City Council approves the location, size, and signage associated with said recognition sites. The sites identified on Exhibit D have been previously approved as of the date of this Agreement and do not require further approval.

2.6 Habitat Restoration Plan Review Protocol. Pursuant to the Plan, in 2010, and every three years thereafter, the PVPLC is required to prepare a new 3-year Habitat Restoration Plan (the “HRP”) for the purpose of performing habitat restoration somewhere in the Preserve. The following review protocol must be followed for all future HRP’s on City-owned property:

- (a) The PVPLC shall prepare a draft HRP and submit it to the Community Development Director (the “Director”).
- (b) The Director shall distribute the draft HRP to the Public Works Department, Recreation and Parks Department, City Manager’s office and City Geologist for review.
- (c) A meeting shall be held among the four City Department representatives described above and the PVPLC staff to discuss any issues or concerns with the draft HRP.
- (d) Once the applicable City Departments agree to the draft HRP, then the Director shall approve the draft HRP on behalf of the City.
- (e) The PVPLC shall then submit the City-approved draft HRP to the Wildlife Agencies for approval.
- (f) Once approved by the Wildlife Agencies, the PVPLC shall implement the fully approved HRP and shall provide public notice of the proposed habitat restoration work at least thirty (30) days prior to initiating said work to all property owners within 500 feet of the property on which the restoration will be performed (based on a list of property owners the City provides to the PVPLC), and the City shall provide notification to all NCCP listserv subscribers.

2.7 Protocol for the City Review of Habitat Restoration Projects Arising from Grants or Mitigation Projects of Other Jurisdictions. The Plan states that the City and PVPLC will actively pursue public and private funding sources to undertake restoration projects beyond the minimum restoration requirements of the Plan. In addition, it is expected that other jurisdictions will approach the City or PVPLC with funding for habitat restoration projects in the Preserve to meet their own project mitigation requirements. As a result, the following review protocol will be followed for proposed habitat restoration projects in the Preserve stemming from grants or mitigation projects for other jurisdictions:

- (a) At the earliest possible opportunity, the PVPLC shall provide a description of the proposed project/grant to the Director.
- (b) The Director shall review the project/grant for consistency with the Plan and any other applicable City plans and forward the proposal to the City Manager with a recommendation.
- (c) If the City Manager agrees to seek the grant or project, the PVPLC, working in conjunction with appropriate City staff, may pursue the subject grant/project.
- (d) If the grant or project is awarded for a project on City owned land, before the grant/project is implemented, the PVPLC shall submit a habitat restoration plan to the Director, who will then transmit the plan to all the appropriate City Departments and City Geologist for review.
- (e) All appropriate City department representatives and the PVPLC staff shall meet to discuss any issues or concerns with the proposed project.
- (f) Once all City Departments agree to the project, the project shall be approved by the Director. No work will be initiated until the Director provides written approval of the proposed restoration project.
- (g) Once the Director has approved the project, the PVPLC shall implement the approved project and shall provide public notice of the proposed habitat restoration at least thirty (30) days in advance of said work to all property owners within 500 feet of the property on which the restoration will be performed (based on a list of property owners the City provides to the PVPLC), and the City shall provide notice to all NCCP listserv subscribers.
- (h) Once the PVPLC receives the grant/mitigation funding, a fee equal to 1% of the total grant/mitigation funding shall be paid to the City to cover the cost of City staff's administrative costs, as and to the extent permitted by the funding organization.
- (i) The PVPLC will provide the City with monthly updates on the status of all submitted grant applications and projects.

2.8 Community Participation.

(a) PVPLC Community Outreach. The PVPLC will use reasonable efforts to ensure public involvement and participation in the management and periodic evaluation of the Preserve. Such efforts may include, but are not limited to, PVPLC's participation in the Annual Report presentation to the City Council; involving members of the community as "keepers" to provide regular monitoring of the Preserve; soliciting public comments through outreach such as comment boxes, mailings, events and workshops; and inclusion of members of the public on committees that the PVPLC may from time to time establish.

(b) PUMP. In accordance with the Plan, the City and the PVPLC are and shall be jointly responsible for completing the PUMP, as well as completing any amendments or modifications to the PUMP or any replacements or substitutions of the PUMP. Pursuant to the Plan, the PUMP and any subsequent amendments must be approved by the City Council and Wildlife Agencies. The PUMP shall include a process for amendments that includes PVPLC advice on and consent to matters that in the reasonable judgment of the PVPLC impact biological protection, such as open space preservation, habitat preservation and restoration and species protection. In the event the City approves or adopts actions with respect to the PUMP that the PVPLC reasonably believes interfere with the PVPLC's performance of its obligations under the Plan or this Agreement, the PVPLC may submit such matter to one or both of the Wildlife Agencies for mediation under Section 8.1(d) hereof. The decision or direction of the Wildlife Agencies in such matter shall be binding upon the parties. The City and the PVPLC acknowledge and agree that the provisions of the PUMP may directly impact the ability of the PVPLC to perform its obligations under this Agreement and as Habitat Manager under the Plan; therefore, the PVPLC's participation in the PUMP creation and amendment process are a material inducement to the PVPLC's agreements herein.

2.9 Installation/Maintenance of Improvements/Features in the Preserve.

(a) The installation of any structures or features in the Preserve, including but not limited to new or repaired trails, drainage/erosion control devices, vista points, benches, or fencing beyond the individual responsibilities listed in attached Exhibits B-1 and B-2 and beyond those completed pursuant to Section 2.4 of this Agreement shall be decided through the annual PUMP review process. The funding for any such improvements is not covered by the financial obligations listed in Section 1 of this Agreement and thus must be funded by either by the PVPLC, discretionary budget allocations approved by the City Council or the awarding of outside grants to the City or PVPLC.

(b) The PVPLC shall maintain any structures or features it installs in the Preserve, and the City shall maintain any structures or features it installs in the Preserve, such as, but without limitation, kiosks, benches, post and rope or other fencing, drainage/erosion control devices and irrigation, unless the PVPLC and City mutually agree in writing to a different maintenance responsibility.

3. Planning, Monitoring and Reporting.

3.1 PVPLC Obligations. The PVPLC shall provide to the City plans, GIS shape files, documents and reports with respect to species monitoring, predator control and habitat restoration, and habitat manager recommendations, all as, when and to the extent required by the

Plan and the Wildlife Agencies. The PVPLC shall meet with the Wildlife Agencies and the City to review, assess and coordinate Plan implementation (the “Annual Meeting”) according to the meetings requirements of the Plan. The PVPLC has submitted the initial Preserve Habitat Management Plan as required under the Plan.

3.2 City Obligations. The City shall review and provide comment as necessary on all plans prepared by the PVPLC that are required by the Plan to be submitted to the City. The City shall transmit all completed reports to the Wildlife Agencies as required by the Plan. The City shall provide the Habitat Tracking Report using the Habittrak system or equivalent system acceptable to the Wildlife Agencies as required by the Plan. The City shall coordinate the Annual Meeting.

4. Term. This Agreement shall become effective on the date it is fully executed by both the City and the PVPLC (the “Effective Date”). At such time as the Plan is approved by the Wildlife Agencies and adopted by the City Council, this Agreement shall become, without the necessity of further approval, execution or ratification, the management agreement anticipated or required under the Plan and shall expire on the same date as Plan expiration, unless earlier terminated or replaced by mutual agreement of the City and PVPLC or unless terminated pursuant to the provisions of Section 8.1 (d) of this Agreement. In the event the Wildlife Agencies and the City conclude in writing that they will not or are not able to complete the Plan, the City shall so notify the PVPLC and this Agreement shall terminate on that date which is the 180th day following the date of the City’s notice to PVPLC.

5. Insurance.

5.1 PVPLC Insurance. The PVPLC, at its own cost and expense, shall at all times during the effectiveness of this Agreement obtain and maintain the following insurance policies and coverages with the following limits, and shall furnish the City with evidence of such insurance from one or more insurers that are admitted to do business in the State of California with a minimum rating of A-VII by A.M. Best Company:

- (a) general liability insurance in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence;
- (b) automobile liability insurance as required by law covering any motor vehicle that is used by the PVPLC in connection with this Agreement, but in no event less than Five Hundred Thousand Dollars (\$500,000) Combined Single Limit per occurrence;
- (c) worker’s compensation/employer’s liability insurance as and to the extent required by the provisions of sections 3700 *et seq.* of the California Labor Code (which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code); and
- (d) employer’s liability insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000).

5.2 City Insurance. The City, at its own cost and expense, shall at all times during the effectiveness of this Agreement self-insure under a joint powers insurance authority or other

available municipal insurance program, insuring against casualty, injury or death to persons, and damage to or destruction of property caused by the City's actions in connection with the Preserve.

5.3 Additional Insureds. The PVPLC and the City each shall obtain, to the extent available and to the extent commercially reasonable under their respective insurance programs, additional insured endorsements issued by their respective liability insurer and/or joint powers authority which name the other contracting party as an additional insured. Additionally, in the event the PVPLC hires contractors or third parties to perform work on City-owned properties in the Preserve, in accordance with the provisions of this Agreement, the PVPLC shall require such contractors to provide insurance in the amounts set forth in Paragraph 5.1, and such insurance policies shall name the City and the PVPLC as additional insureds.

5.4 Combined Coverage. Any insurance required hereunder may be combined with insurance obtained for other activities of the insured.

5.5 Notice of Change in Insurance. Each party shall use its commercially reasonable efforts to cause all insurance required under this Agreement to expressly provide that such insurance shall not be cancelled or materially reduced in coverage or limits except after thirty (30) days written notice is provided by receipted delivery to the party named as an additional insured.

5.6 Default. Cancellation, lapse or reduction of insurance below the minimums required in this Section shall constitute a default under this Agreement, entitling the non-defaulting party to, at its discretion, exercise its remedies under Section 8.1(d) of this Agreement.

5.7 Waiver of Subrogation. With respect to property damage, each party waives its rights of recovery against the other for any claim to the extent that the applicable insurance policies so permit, and the party obtaining such insurance shall use commercially reasonable efforts to obtain a waiver of subrogation endorsement or similar endorsement.

6. Hazardous Materials.

6.1 Definitions. The term "Hazardous Materials" shall mean any chemical, substance, material, or waste or component thereof which is now or hereafter listed, defined or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction over Hazardous Materials, or which would trigger any employee or community right-to-know requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. Without limiting the generality of the foregoing, "Hazardous Materials" shall include, but be not limited to: (a) hazardous, toxic or radioactive substances as defined in California Health and Safety Code section 25316, as amended from time to time, or a related defined term in any successor or companion statutes, and (b) crude oil or byproducts of crude oil, other than crude oil which exists on the Preserve as a natural formation.

6.2 Use of Hazardous Materials. Neither the PVPLC nor the City may use, store, maintain, handle, release, discharge, dispose, generate or transport (collectively, as a verb or noun, “Use”) within the Preserve any Hazardous Materials other than those types and quantities of substances customarily used in connection with the activities or services contemplated under the terms of this Agreement. Each party shall give reasonably prompt written notice to the other of the types and quantities of Hazardous Materials each intends to Use in the Preserve. Any permitted Use of Hazardous Materials in the Preserve shall be strictly in accordance with applicable laws and manufacturer’s instructions. If any applicable law or the Preserve’s trash removal contractor requires that permitted Hazardous Materials or their containers be disposed of separately from ordinary municipal solid waste, the party who Used such Hazardous Material shall make arrangements at its own expense for such disposal directly with a licensed disposal company at a lawful disposal site. If the PVPLC makes such arrangements for separate disposal of Hazardous Materials it Used, then it shall promptly provide the City with a copy of all uniform hazardous waste manifests or other documentation regarding the Use of such Hazardous Material. Upon the expiration or earlier termination of this Agreement, PVPLC shall promptly cause the complete and lawful removal of any unused permitted Hazardous Materials which it stored on the Preserve.

6.3 Compliance with Hazardous Materials Laws. Each party hereby warrants and represents to the other that it shall comply with all federal, state, and local laws and regulations concerning the Use (including temporary storage) of Hazardous Materials at and in the Preserve.

6.4 Cleanup of Hazardous Materials—Third Party Release. If Hazardous Materials are discovered in soils or groundwater of the Preserve, and neither party released, discharged, or disposed of the Hazardous Material, then as between the City and the PVPLC, the City shall have the obligation to monitor, investigate and/or remediate the Hazardous Material if it is located on a City-owned property, and any such monitoring, investigation and/or remediation is required. Nothing herein shall be deemed to prevent the City from seeking any and all appropriate redress from any person or entity responsible for the release, discharge or disposal of such Hazardous Materials. Likewise, if Hazardous Materials are discovered in soils or groundwater of the Preserve, and neither party released, discharged, or disposed of the Hazardous Material, then as between the City and the PVPLC, the PVPLC shall have the obligation to monitor, investigate and/or remediate the Hazardous Material if it is located on a PVPLC-owned property, and any such monitoring, investigation and/or remediation is required. Nothing herein shall be deemed to prevent the PVPLC from seeking any and all appropriate redress from any person or entity responsible for the release, discharge or disposal of such Hazardous Materials.

6.5 Cleanup of Hazardous Materials—City or PVPLC Release. If any Hazardous Material is released, discharged, or disposed of by either party or by their officers, agents, contractors, employees or assigns, on, in, under or about the Preserve during the term of this Agreement in contravention of law or this Agreement, then the responsible party shall immediately and in compliance with all applicable laws, regulations or orders, clean up and remove the Hazardous Material from the Preserve or any affected real property, and clean or replace any affected personal property.

6.6 PVPLC's Indemnity of City. The PVPLC agrees to indemnify, defend and hold harmless the City, its agents, officers, and employees from or against all liability, expenses, including defense costs, legal fees and response costs imposed by law, and claims for damages of any nature whatsoever which arise out of the Use or presence of Hazardous Materials on the Preserve caused by authorized or unauthorized action of the PVPLC staff, officers, or its contractors. If the City believes that a claim falling within the provisions of this indemnification clause have been made against it, then it shall within ninety (90) days tender written notice of any such claim and any supporting materials to the PVPLC. The City shall cooperate fully in all regards with respect to the PVPLC's defense of any claim against the City.

6.7 City's Indemnity of PVPLC. The City agrees to indemnify, defend and hold harmless the PVPLC, its agents, officers, and employees from or against all liability, expenses, including defense costs, legal fees and response costs imposed by law, and claims for damages of any nature whatsoever which arise out of the Use or presence of Hazardous Materials on the Preserve caused by authorized or unauthorized action of City staff, or its other assigns, contract parties, vendors or third parties. If the PVPLC believes that a claim falling within the provisions of this indemnification clause have been made against it, then it shall within ninety (90) days tender written notice of any such claim and any supporting materials to the City. The PVPLC shall cooperate fully in all regards with respect to the City's defense of any claim against the PVPLC.

6.8 Survival. Subsections 6.4, 6.5, 6.6 and 6.7 of this Section shall survive the expiration or earlier termination of this Agreement.

7. General Indemnities.

7.1 PVPLC's Indemnity of City. The PVPLC agrees to indemnify, defend, and hold harmless the City and its officers, employees, agents, and assigns from and against all liabilities, expenses, defense costs, legal fees, claims, suits, and judgments for damages (Liabilities) which arise out of an act or omission of the PVPLC or any of its agents, employees or assigns arising from the PVPLC's obligations under this Agreement to the extent not paid by the insurance required and obtained under this Agreement, except for any Liabilities that arise out of the sole negligence or willful misconduct of the City.

7.2 City's Indemnity of PVPLC. City agrees to indemnify, defend, and hold harmless the PVPLC and its officers, directors, employees, agents, and assigns from and against all liabilities, expenses, defense costs, legal fees, claims, suits, and judgments for damages (Liabilities) which arise out of an act or omission of the City or any of its agents, employees or assigns arising from the City's obligations under this Agreement to the extent not paid by the insurance required and obtained under this Agreement, except for any Liabilities that arise out of the sole negligence or willful misconduct of the PVPLC. Nothing herein is or shall be construed to be the City's waiver with respect to third party claims of any immunity or defense applicable specifically to incorporated cities in the State of California provided by statute or common law.

8. Default.

8.1 Notice and Cure; Remedies. In the event that either party breaches, defaults or materially fails to comply with any of the provisions contained in this Agreement, the non-

defaulting party shall provide the defaulting party with written notice identifying the alleged default and demanding that the defaulting party cure such breach, default or non-compliance. If the defaulting party does not cure such breach, default or non-compliance within thirty (30) days of the date of the default notice or, in situations where cure reasonably requires longer than 30 days, make reasonable progress toward cure to the satisfaction of the non-defaulting party within thirty (30) calendar days of the date of the default notice, the non-defaulting party may exercise one or more of the following remedies:

(a) Setoff. In the event the default results from the failure of a party to provide its required financial contributions, the non-defaulting party may pay such amounts and set off such payments against amounts the non-defaulting party owes to the defaulting party, whether under this Agreement or otherwise; provided, however, that such setoff may not apply to the non-defaulting party's contributions under this Agreement, which must continue to be made notwithstanding the occurrence of a default.

(b) Self-help. After the expiration of the cure period, the non-defaulting party may take such action as is necessary to cure the default and seek to recover all costs relating to such cure from the defaulting party.

(c) Judicial Action. With or without terminating this Agreement, the non-defaulting party may seek from a court of proper jurisdiction (i) a temporary restraining order or injunction to prevent the continuation of any act in contravention of this Agreement, which may be sought on an ex parte or shortened notice basis, subject to the determination of the court; (ii) a mandamus or specific performance order requiring the defaulting party to take such action as is required under this Agreement to cure the default; (iii) a declaration of the rights of the parties in connection with the default or dispute arising therefrom; or (iv) damages from the defaulting party.

(d) Termination. In the event that the default results in non-compliance with this Agreement, the non-defaulting party may terminate this Agreement. The non-defaulting party shall submit the request for termination in writing to the other party and to the Wildlife Agencies. Any such submittal made by the City must include a provision for continued compliance with the terms of the Plan. No termination of this Agreement shall result in termination or revocation of the conservation easements granted to the PVPLC, unless specifically agreed to in writing by City and PVPLC.

8.2 Emergency Corrective Actions. In the event the alleged default constitutes an imminent threat to health or human safety or a material imminent threat to the protection of habitat and species that are required to be protected under the Plan, the non-defaulting party may (but shall not be obligated), with or without notice to the defaulting party and without waiting for the expiration of the defaulting party's cure period, take such action or make such payment as is necessary to remedy the imminent threat or threats, or engage such third parties as may be necessary to accomplish the same, and the defaulting party shall immediately upon demand reimburse the non-defaulting party for all expenses actually incurred or payments actually made in connection with such action, and such expenses or payments shall incur interest from the date of demand at the maximum legal rate permitted by law.

8.3 Conflict Resolution of Certain Matters.

(a) It can be anticipated that from time to time during the term of this Agreement the City and PVPLC may disagree on matters related to their obligations under the Plan, the PUMP and/or this Agreement or regarding issues that are of interest to both parties and that relate to the Plan, the PUMP and/or this Agreement. Therefore, the parties agree to the following conflict resolution process.

(b) If the PVPLC has concerns with any City activities that affect the Preserve and/or Plan, the PVPLC Executive Director shall transmit its concerns directly to the City Manager. Likewise, if the City has concerns with any PVPLC activities that affect the Preserve and/or Plan, the City Manager shall transmit said concerns directly to the PVPLC Executive Director.

(c) If differences of opinion cannot be resolved by the Executive Director and the City Manager within five (5) business days, the concerns shall be discussed by one or more representatives of the PVPLC Board and one or more representatives of the City Council (but not by way of public meeting, workshop or similar public process in which a quorum of Council members are present).

(d) If the PVPLC Board and members of the City Council cannot resolve the concerns within five (5) business days, and the concerns relate to obligations or perceived obligations under the Plan or the PUMP, or to obligations or perceived obligations under this Agreement that do not constitute a present breach of this Agreement or a breach of this Agreement after the giving of notice, the passage of time, or both, either party may request that the one or both of the Wildlife Agencies mediate the concerns.

(e) If either or both of the Wildlife Agencies agree to mediate, then the Wildlife Agencies or Agency, as applicable, will appoint a representative from its or their departments who will set a time convenient to both parties (but in no event later than thirty (30) days following the date of the Wildlife Agencies' written notification of agreement to mediate), to hear and work with the parties to reach a resolution of the concerns. The Wildlife Agencies' direction shall be final and binding on the parties.

(f) If the concerns relate to performance or non-performance of obligations or perceived obligations under this Agreement that constitute a present breach of this Agreement or a breach of this Agreement after the giving of notice, the passage of time, or both, then the concerns shall be resolved as provided in Section 8 of this Agreement.

(g) The PVPLC and the City agree that they shall not, and that none of its or their board members, Council members or staff members shall, issue any public statement, letter or similar communication, or speak in any public forum, regarding the foregoing concerns unless and until the process of staff-to-staff communication in subsection (c) above and board-to-Council communication in subsection (d) above have been implemented and have not resulted in a mutually agreeable resolution.

(h) The foregoing subsection (g) does not apply to contacts between individual board members and/or staff members of the PVPLC and individual Council members and/or staff members of the City.

9. Compliance with Laws. The parties shall throughout the term of this Agreement conduct their activities and operations in material compliance with all laws, ordinances, regulations and orders of any governmental or quasi-governmental authority with jurisdiction over the Preserve or the respective parties.

10. Assignment and Subletting and Bankruptcy. Neither party may (i) lease or sublease the Preserve or any portion thereof, except as expressly provided in the Plan and PUMP, or (ii) allow the same to be used by any other person or organization for any other use than specified in the Plan and PUMP. Neither party may assign this Agreement, nor transfer, assign, or in any manner convey any of the rights or privileges herein granted without the express written approval of the other party and the Wildlife Agencies. Neither this Agreement nor the rights herein granted shall be assignable by any process or proceeding in any court, by operation of law, by attachment or execution, by proceedings in voluntary or involuntary insolvency or bankruptcy, or by voluntary or involuntary receivership proceedings. Notwithstanding the foregoing, the PVPLC's rights and obligations under this Agreement may be assigned to an entity that satisfies the requirements of this Agreement (including the nonprofit, tax-exempt status) if such assignment is part of merger or acquisition of the PVPLC into such other entity, in each case subject to the approval of the Wildlife Agencies and the City Council and such other entity's agreement to assume the PVPLC's obligations under this Agreement and the Plan.

11. Inspection of PVPLC Work. The City may at any time enter the Preserve and inspect the PVPLC's work in the Preserve and ascertain compliance by the PVPLC with the terms and conditions of this Agreement.

12. Nonprofit, Tax-exempt Status. At all times during the term of this Agreement, the PVPLC shall keep current its status as a nonprofit, tax-exempt, 501(c)(3) corporation in the State of California or its equivalent from time to time available for non-profit land trusts, as well as similar California state non-profit charitable entity status. In the event the PVPLC loses such status, the PVPLC shall promptly notify the City in writing. The PVPLC shall have sixty (60) days from the effective date of such loss of status to appeal the status determination or to commence cure and restoration of such loss of status. Loss of such status and the PVPLC's failure to appeal or commence cure within such sixty (60) day period and thereafter to diligently pursue such appeal and/or cure to completion shall constitute a material breach of contract for which the City may immediately terminate this Agreement.

13. No Ownership or Possessory Interest; Property Taxes. This Agreement does not create any ownership or possessory interest in City-owned properties in the Preserve by the PVPLC, and does not create any ownership or possessory interest in PVPLC-owned properties in the Preserve by the City. The PVPLC shall, at all times during the term of this Agreement, maintain a status to the greatest extent permissible under the laws and regulations of the State of California or the County of Los Angeles that would exempt it from any property tax, possessory interest tax, or similar tax, should it be determined to have an interest in the Preserve that would otherwise be a taxable interest. If at any time the PVPLC is determined to have a taxable

ownership or possessory interest in the Preserve, the PVPLC shall pay all such taxes before delinquency.

14. Financial Records and Reports.

14.1 Maintenance of Financial Records. The PVPLC shall maintain a system of accurate internal financial records and controls for PVPLC operations at the Preserve in accordance with generally accepted accounting principles (“GAAP”) or such other system that may be adopted in financial and accounting practices as substitute for GAAP. The PVPLC shall maintain each year’s financial records for a period not less than seven (7) years following the year for which the records are maintained. The City shall have the right to inspect the PVPLC’s records pertaining to the Preserve and the PVPLC’s obligations under this Agreement at the location where such records are maintained during normal business hours following not less than seventy-two (72) hours advance written notice to the PVPLC, provided that such inspection right shall be no more than one (1) time per calendar year unless a default notice has been delivered to the PVPLC pursuant to the terms of this Agreement.

14.2 Delivery of Financial Statements. When they become available following the end of the PVPLC’s fiscal year, the PVPLC shall provide the City with the audited financial statements of its operations for the immediately previous fiscal year. For purposes of this Agreement, “financial statements” shall mean and shall be limited to the following: Statement of Activities; Statement of Financial Position; and Statement of Functional Expenses for the Preserve as a functional area. Financial statements shall be submitted to the City at the address identified herein for notice purposes.

14.3 Restricted Funds. Any funds that are specifically designated by the donor for use only in connection with programs or activities conducted on the Preserve shall be designated in the accounts of the PVPLC as “restricted funds” for the Preserve, and the PVPLC shall not use or allocate any restricted funds for the Preserve for purposes that are unrelated to the PVPLC’s satisfaction of its obligations under this Agreement. Conversely, any funds that are specifically designated by the donor for use only in connection with programs or activities conducted on other sites or properties the PVPLC owns, maintains a conservation easement, or manages shall be designated in the accounts of the PVPLC as “restricted funds” for such other sites and properties, and the PVPLC shall not be obligated or required to use or allocate any such funds restricted for other sites or properties for the Preserve or the PVPLC’s satisfaction of its obligations under this Agreement.

15. **Non-Discrimination.** The Preserve and all authorized services related thereto, as set forth herein, shall be available for use and enjoyment by the public without regard to race, religion, national origin, ancestry, gender, sexual orientation, age, or disability as provided in applicable law and regulation. The PVPLC agrees that in the performance of this Agreement it will not discriminate in its employment practices against any employee or applicant for employment because of the employee’s or applicant’s race, religion, national origin, ancestry, gender, sexual orientation, age, or disability.

16. **Intellectual Property.** Nothing in this Agreement is or shall be deemed to be a license or other agreement, express or implied, allowing either party to use the names, trade names,

fictitious business names, trademarks, service marks, logos, copyrights or patents, whether or not registered, of the other party (the “Intellectual Property”), and each party expressly retains the right to control all of its Intellectual Property and to protect and enjoin its unauthorized use. Absence an express written agreement to the contrary, each party retains sole and exclusive rights over any Intellectual Property that it develops during the term of this Agreement, whether with respect to the Preserve or in furtherance of its obligations hereunder or otherwise, and whether or not any portion of the other party’s required payments hereunder or other funds provided by that party are used in connection with the development of such Intellectual Property.

17. General Provisions.

17.1 Notices.

- (a) The PVPLC and the City shall each use reasonable efforts to keep the other informed in advance of all material activities that are undertaken at the Preserve by them or at their direction, provided that failure to comply with this requirement shall not serve as a basis for default under this Agreement, except as expressly provided in other provisions of this Agreement.
- (b) Each party shall place the other on its distribution lists to receive program schedules, newsletters and other information pertaining to its activities.
- (c) Unless otherwise notified by the City in writing, all submittals by the PVPLC to the City shall be addressed to:

Community Development Director
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
Tel: (310) 544-5228
Fax: (310) 544-5291

- (d) Unless otherwise notified by the PVPLC in writing, all submittals by the City to the PVPLC shall be addressed to:

Executive Director
Palos Verdes Peninsula Land Conservancy
916 Silver Spur, Suite 207
Rolling Hills Estates, CA 90274
Tel: (310) 541-7613
Fax: (310) 541-7623

- (e) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be hand delivered, sent via facsimile, electronic mail, overnight delivery or registered or certified mail, return receipt requested. Notice shall be effective: (i) if hand delivered, when delivered; (ii) if sent via facsimile or electronic mail, on the day of transmission thereof on a proper facsimile machine or computer,

with confirmation receipts evidencing same; (iii) if sent via overnight delivery, on the day of delivery thereof by a reputable overnight courier service, delivery charges prepaid; and (iv) if mailed, on the third (3rd) business day after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, postage prepaid.

17.2 Forbearance Not a Waiver. The acceptance by either party or the forbearance of any act not contemplated by this Agreement or in breach of this Agreement shall not be deemed to be a permanent waiver of such term, covenant, or condition, and shall not constitute approval or a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Agreement.

17.3 Governing Law. This Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of California and applicable federal laws, without reference to choice of laws provisions.

17.4 Entire Agreement; Termination of Prior Agreements. This Agreement constitutes the entire contract between the parties on the subject matter hereof, provided that reference may be made to the Plan where expressly indicated herein. Any verbal agreements are void unless included in this Agreement. This Agreement replaces and supersedes that certain Amended and Restated Agreement—Forrestal Nature Preserve, as amended, that certain Forrestal Management Plan, as amended, and any other plans or agreements between or among the City and the PVPLC relating to any portion of the Preserve, which are hereby deemed terminated in their entirety and of no further force or effect.

17.5 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either party. The paragraph headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way defining, limiting or amplifying the provisions hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or any exhibits thereto.

17.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by a party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

17.8 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

17.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the City and the PVPLC had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

17.10 Time of the Essence. Time is of the essence of this Agreement.

17.11 Waiver of Right to Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY OF ANY DISPUTE ALLEGED AGAINST THE OTHER AND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

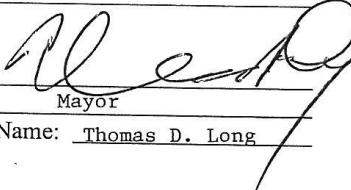
17.12 Amendments. This Agreement shall not be altered, modified or changed except by an amendment approved and signed by both the City and the PVPLC that expressly and prominently states that the effect of the writing is to amend one or more provisions of this Agreement.

17.13 Third Party Beneficiaries. The Wildlife Agencies are and shall be intended third party beneficiaries of this Agreement.

In witness whereof, the undersigned execute and deliver the foregoing Agreement.

“City”

The City of Rancho Palos Verdes, a

By: 
Its: Mayor
Print Name: Thomas D. Long

“PVPLC”

Palos Verdes Peninsula Land Conservancy, a
California non-profit, public benefit
corporation

By: 
Its: President, Board of Directors
Print Name: Kenneth W. Swanson

List of Exhibits

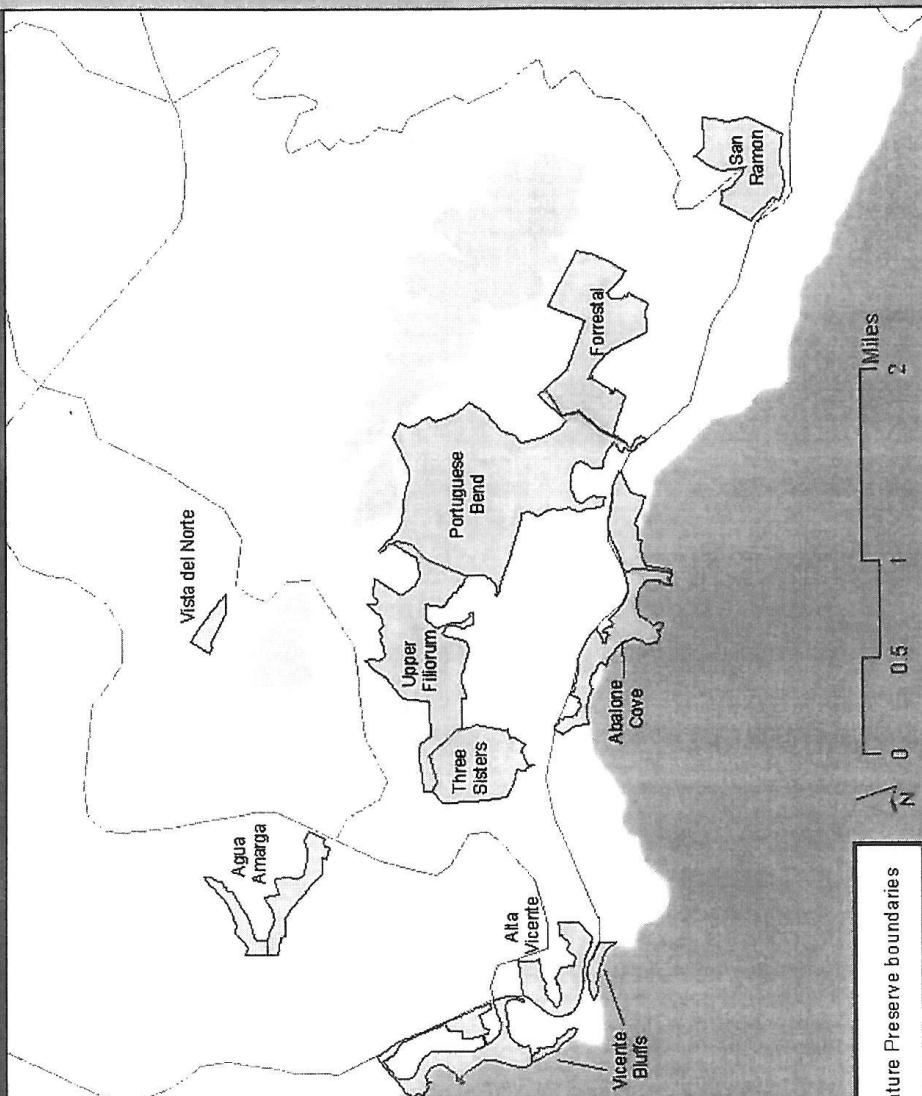
| | |
|-------------|--|
| Exhibit A | Map of Preserve Properties |
| Exhibit B-1 | List of PVPLC Obligations |
| Exhibit B-2 | List of City Obligations |
| Exhibit B-3 | List of PVPLC Permissive Projects |
| Exhibit C | Oceanfront Estates Management Requirements |
| Exhibit D | Donor Recognition Naming Criteria |

EXHIBIT A

Map of Preserve Properties Managed by the PVPLC

Palos Verdes Nature Preserve

Palos Verdes Peninsula Land Conservancy



Palos Verdes Nature Preserve boundaries

Exhibit B-1
PVPLC Obligations

| Contract Obligation | Scope of Work | Interval |
|--|---|----------------------------------|
| Surveys and Reports and Meetings | | |
| Biotic Surveys | Conduct wildlife and botanical surveys for Covered Species, as required by the Plan. | every 3 years |
| Comprehensive Monitoring and Management Report | Conduct/Prepare Updated Covered Species Surveys, Updated Predator Control Plans, and Updated Habitat Restoration/Enhancement Plans for next 15 acres of habitat restoration as required by the Plan. | every 3 years |
| Annual Report | As required by the Plan, submit to the City a Report on Targeted Exotic Removals (covering 5 acres or 20 smaller locations), Restoration Site Monitoring (Years 1-3 and 5), and a Financial audit. In addition, the Report shall include a list of any trail maintenance projects completed during the year. (On overlapping years, the Comprehensive Report will replace the Annual Report). | annual by calendar year |
| Restoration/Enhancement Site Monitoring | Monitor and report on the restoration work underway in the Preserve as required by the Plan. Each site will be monitored and reported on in years one through three, and five. Monitoring should document restoration progress and provide direction and maintenance recommendations. Monitoring will include both horticultural and botanical components. This Report will be included in the Annual Report or Comprehensive Report. | years 1-3 and five for each site |
| Photo Documentation | Photo document restoration areas as required by the Plan. | annual |
| Species Reintroduction Plans | Reintroduce species in the Preserve as required by the Plan. | as needed |
| Monthly Meetings | Meet with City representatives on a monthly basis to discuss Preserve management issues and inform the City of any PVPLC activities under this exhibit that are scheduled in the Preserve. | Monthly |
| Annual Meeting | As required by the Plan, attend and provide input. | annual |
| Habitat Maintenance and Restoration | | |
| Targeted Exotic Plant Control (TERP) | Perform targeted invasive plant control on 5 acres or 20 locations as required by the Plan. Invasive plant control may include both mechanical and chemical methods of control. | annual |
| Habitat Restoration/Enhancement | As required by the Plan, perform habitat restoration/enhancement on 5 acres, includes without limitation site preparation, seed collection, plant material and/or seeds, soil amendments if needed, erosion control if needed, irrigation system if needed, plant installation. | annual |
| Restoration/Enhancement Maintenance | As required by the Plan, perform needed maintenance, including invasive plant control (may be hand removals, mechanical, herbicide or other methods as determined by the PVPLC). | years 1-5 after seeding/planting |
| Public Services, Preserve Safety, Security, Sanitation and Maintenance | | |

Exhibit B-1
PVPLC Obligations

| | | |
|---|--|---|
| Fuel Modification/Brush Management | Conduct fuel modification/brush management on PVPLC owned properties as identified in the Plan. Work may be conducted by mowing, grazing, chopping, crushing, chaining, vegetation thinning and removal, and/or herbicide application. All work is to be conducted in accordance with the requirements and directives of the Weed Abatement Division of the L.A. County Department of Agricultural Commissioner and/or L. A. County Fire Department. | on-going |
| Pre Fuel Modification Surveys | If any fuel modification in the Preserve on PVPLC owned lands is proposed to occur in CSS during the bird breeding/nesting season, conduct surveys to identify nesting locations to minimize impacts. | As needed |
| Trail Signage | Install or replace up to 25 signs per year that provide trail directions and way finding; trail location and identification; donor recognition; trail closures; protection of habitat, species, and geologic and historic features; and education. | as determined necessary by the PVPLC |
| Fencing | Pursuant to the Plan, When deemed necessary by the PVPLC, install fencing to protect any particularly sensitive species or habitats or direct human access away from sensitive resource areas. | on-going |
| Maintenance | Perform any necessary graffiti removal or vandalism repair of PVPLC-owned/installed facilities. | as needed |
| Volunteer Coordination | Coordinate and manage all volunteer efforts utilized by the PVPLC to complete its Preserve management responsibilities. Notify the City of expected volunteer activities utilized by the PVPLC in the Preserve, as part of the monthly meetings between the PVPLC and the City. | as needed |
| Structures in Preserve | Dismantle and remove any existing PVPLC installed and maintained structures from Preserve lands. | as needed determined necessary by the PVPLC |
| Administration and Equipment | | |
| GIS/CAD Management | Provide any Preserve-related, PVPLC-created GIS data layers to the City. | on-going |

Exhibit B-2
City of RPV Obligations

| Surveys and Reports and Meetings | |
|--|---|
| Habitat Tracking Report | As required by the NCCP, the City shall produce an annual accounting of the acreage, type and location of habitat and species conserved, restored, and lost by permitted land uses and other activities. The annual report shall be based on the City's fiscal year (July to June) and shall be transmitted to the Wildlife Agencies by December 31 of each year. |
| Monthly Meetings | City representatives will meet with PVPLC representatives on a monthly basis to discuss Preserve management issues and inform the PVPLC of any City scheduled activities in the Preserve. |
| Annual Meeting | As required by the NCCP, an annual meeting will be held between the City, PVPLC and Wildlife Agencies to review and coordinate implementation of the NCCP. |
| Public Services-Preserve Safety, Security, Sanitation and Maintenance | |
| Pre Fuel Modification Surveys | If any fuel modification in the Preserve on City of RPV owned lands is proposed to occur in CSS during the bird breeding/nesting season, conduct surveys to identify nesting locations to minimize impacts. |
| Fuel Modification/Brush Management | Conduct fuel modification/brush management on City owned properties as identified in the Plan. Work may be conducted by mowing, grazing, chopping, crushing, chaining, vegetation thinning and removal, and/or herbicide application. All work is to be conducted in accordance with the requirements and directives of the Weed Abatement Division of the L.A. County Department of Agricultural Commissioner and/or L. A. County Fire Department. |
| New Trail Construction | Based on the availability of funds and authorization from the City Council, construct any new trails that are identified in the approved Preserve Trails Plan as approved trails but which do not presently exist. In collaboration with the PVPLC, the City will oversee the new trail construction whether performed by paid contractors or volunteers. |
| Access Control | Maintain the City gates, signage and other City barriers that prevent/control unauthorized vehicular access to the Preserve. |

Exhibit B-2
City of RPV Obligations

| | | |
|--|---|---------------------------------|
| Access Protocol | Develop and enforce the NCCP required Preserve "access protocol" directed at utility agencies and the City's Public Works Department in a manner that avoids and minimizes, to the maximum extent possible, environmental damage, particularly damage to NCCP protected habitat and Covered Species. Access protocol should include City or utility or other party giving reasonable advance notice to PVPLC. | on-going |
| Public Safety and Public Use Enforcement | Enforce the City's Municipal Code regulations and any other applicable laws and regulations that apply to public use of the Preserve, including enforcing the closure of unauthorized trails to the public. Enforcement is to be provided by City Staff, Park Rangers or the L.A. County Sheriff. | on-going |
| Trail Maintenance | Perform "routine" and "remedial" maintenance of any "improved" trails in the Preserve that are not already maintained by outside parties through an existing contractual agreement with the City. For purposes of this obligation, "routine maintenance" shall mean regularly scheduled activities such as, but not limited to, litter pick-up, trash and debris removal, weed and dust control, trail sweeping, sign replacement, and tree and shrub trimming; "remedial maintenance" shall mean repairing, replacing, restoring or re-routing trail segments that have been destroyed, damaged or have become significantly deteriorated; and "improved trails" shall mean trails which have been constructed to specified trail width and/or constructed to have a specific trail tread such as concrete, asphalt or decomposed granite. | on-going |
| Access and/or Utility Road Maintenance | Perform "routine" and "remedial" maintenance of any access roads or utility roads in the Preserve that are not already maintained by outside parties through an existing contractual agreement with the City. For purposes of this obligation, "routine maintenance" shall mean regularly scheduled road grading and sweeping. | on-going |
| Structures in Preserve | When determined to be necessary by the City, dismantle and remove existing fencing, unused culverts, drains and piping; abandoned City-owned structures and other unused structures from Preserve lands | As deemed necessary by the City |

Exhibit B-2
City of RPV Obligations

| | | |
|-------------------------------------|---|--|
| Signage | At the City's sole discretion, provide any needed signage such as entry signs/kiosks and warning signs beyond the PVPLC's signage responsibilities. | As determined necessary by the City |
| Sanitation Control | Provide for the collection and disposal of trash/waste as determined by the City. Provide dumpsters as requested by PVPLC for special occasions or habitat needs. | on-going |
| Pet waste Control | Maintain and refill waste bag dispensers. Install new dispensers when and where determined by the City to be necessary. | on-going |
| Portable Toilets | Provide portable toilets on as needed basis as determined by the City. | As determined necessary by the City |
| Storm Drain Maintenance | Maintain any City storm drains on as needed basis as determined by the City. | As determined necessary by the City |
| Utility Services | Maintain any City utilities on an as needed basis as determined by the City. | As determined necessary by the City |
| Third Party Vendors | Notify PVPLC of any volunteer or third party vendor work in Preserve. | per occurrence, prior to work starting |
| Educational Signage | Pursuant to the Plan, City may take the following actions on an as needed basis as determined by the City to educate, provide direction, and promote the sensitive use and enjoyment of the preserve: | |
| | 1. Establish road signs near wildlife corridors to help reduce road kills. | |
| | 2. Include, where appropriate, contact information for law enforcement, and management staff. | |
| Fencing Removal | Pursuant to the Plan, when determined necessary by the City, dismantle and remove any existing fencing inside the Preserve. | |
| Maintenance | Perform any necessary graffiti removal or vandalism repair of city owned/installed facilities. | on-going |
| Administration and Equipment | Maintain GIS layers related to the Preserve and update when necessary. | on-going |
| GIS/CAD Management | Produce an ortho-rectified aerial image of the entire Preserve every 5 years and provide said image to the PVPLC. | every five years |
| Aerial Photo | | |

Exhibit B-3
PVPLC Permissive Activities

| Permissive Activities | Scope of Work/Conditions | Interval |
|---|---|--------------------------------------|
| Close individual trails or areas of the Preserve, or limit uses of individual trails or areas of the Preserve, as reasonably determined by the PVPLC provided the City is notified in advance and the closure is for a period not to exceed 30 calendar days. Any closures that exceed 30 days require City Manager approval. | The criteria used by the PVPLC to determine whether trails or Preserve areas should be closed shall include but not be limited to: (1) protection of people, animals, habitat and geological or historical features; (2) restoration of habitat; (3) trail maintenance; (4) species protection (e.g., during nesting seasons); (5) scientific research; (6) educational programs; (7) fundraising activities of the PVPLC; and (8) other activities within the scope of the PVPLC's obligations hereunder or the PVPLC's non-profit mission | as determined necessary by the PVPLC |
| Maintenance and repair of unimproved trails in accordance with the approved PUMP. | Perform any "trail maintenance" and "trail repair" that it desires on unimproved trails identified in the City's approved Preserve Trails Plan (PTP). The City or PVPLC has no obligation with respect to trail maintenance and trail repair. | as determined necessary by the PVPLC |
| Coordinate, conduct or sponsor educational or scientific activities and research. | "Unimproved trails" shall mean trails which have not been constructed to any specified trail width or grade and/or constructed to have a specific trail tread such as concrete, asphalt or decomposed granite. The PVPLC's scope of work may include but not be limited to the following tasks involving "trail maintenance": litter pick-up, trash and debris removal, weed and dust control, tree and shrub trimming, adjusting width or slope. The PVPLC's scope of work may include the following tasks involving "trail repair": repairing, replacing, restoring or re-routing trail segments that have been destroyed, damaged or have become significantly deteriorated. | on-going |

Exhibit B-3
PVPLC Permissive Activities

| | | |
|--|---|---|
| Fundraising and other special events | | as determined necessary by the PVPLC |
| Eliminate unauthorized trails and remove unauthorized features. | "Unauthorized features" may include earthworks like mounds, jumps and berms and man-made structures like ladders, bridges and walls. | as determined necessary by the PVPLC |
| Implement the designs, recommendations, guidelines, trails plans, signage plans, facilities plans and other provisions of the PUMP | | as determined necessary by the PVPLC |
| Engage in outreach to educate, provide direction, and promote the sensitive use and enjoyment of the Preserve | <p>1. Provide education brochures, interpretive kiosks, signs and other outreach materials to educate the public about the resources and goals of the Plan and Preserve, rules of Preserve use, and the role and mission of the PVPLC.</p> <p>2. Establish signs for identification, access control and education at the periphery of the Preserve.</p> <p>3. Install signs for educational and/or interpretive trails.</p> <p>4. Limit the use and/or language of signs that might attract attention to sensitive species, because such designation may invite disturbance of their habitat.</p> <p>5. Install temporary signs to indicate habitat restoration, erosion-control areas, or other work zones or hazard areas.</p> <p>6. Install barriers and signage to discourage shortcuts between established trails.</p> | <p>as determined necessary by the PVPLC</p> <p>as determined necessary by the PVPLC</p> |

Exhibit B-3
PVPLC Permissive Activities

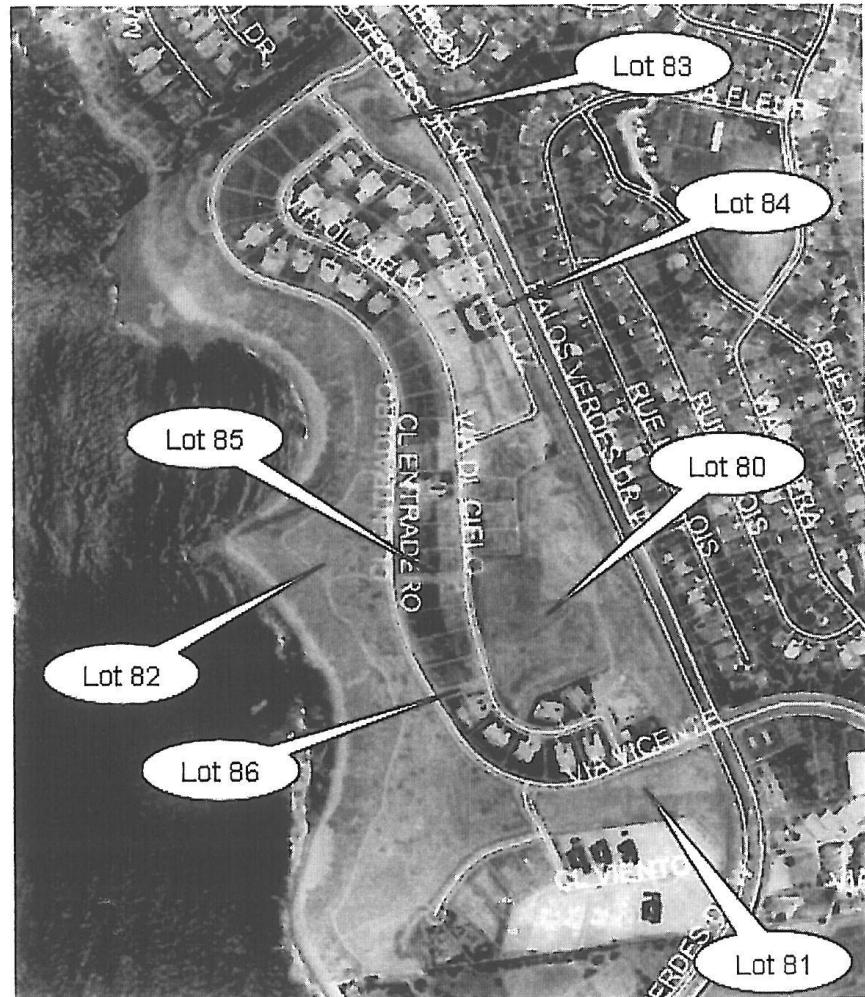
| | | |
|---|--|--------------------------------------|
| Install or replace signs in excess of the 25 signs per year as required under Exhibit B-1 | Trail directions and way finding; trail location and identification; donor recognition; trail closures; protection of habitat, species, and geologic and historic features; and education. | as determined necessary by the PVPLC |
| Design, install any donor recognition sites. | subject to City approval | on-going |

EXHIBIT C

Oceanfront Estates Management Requirements

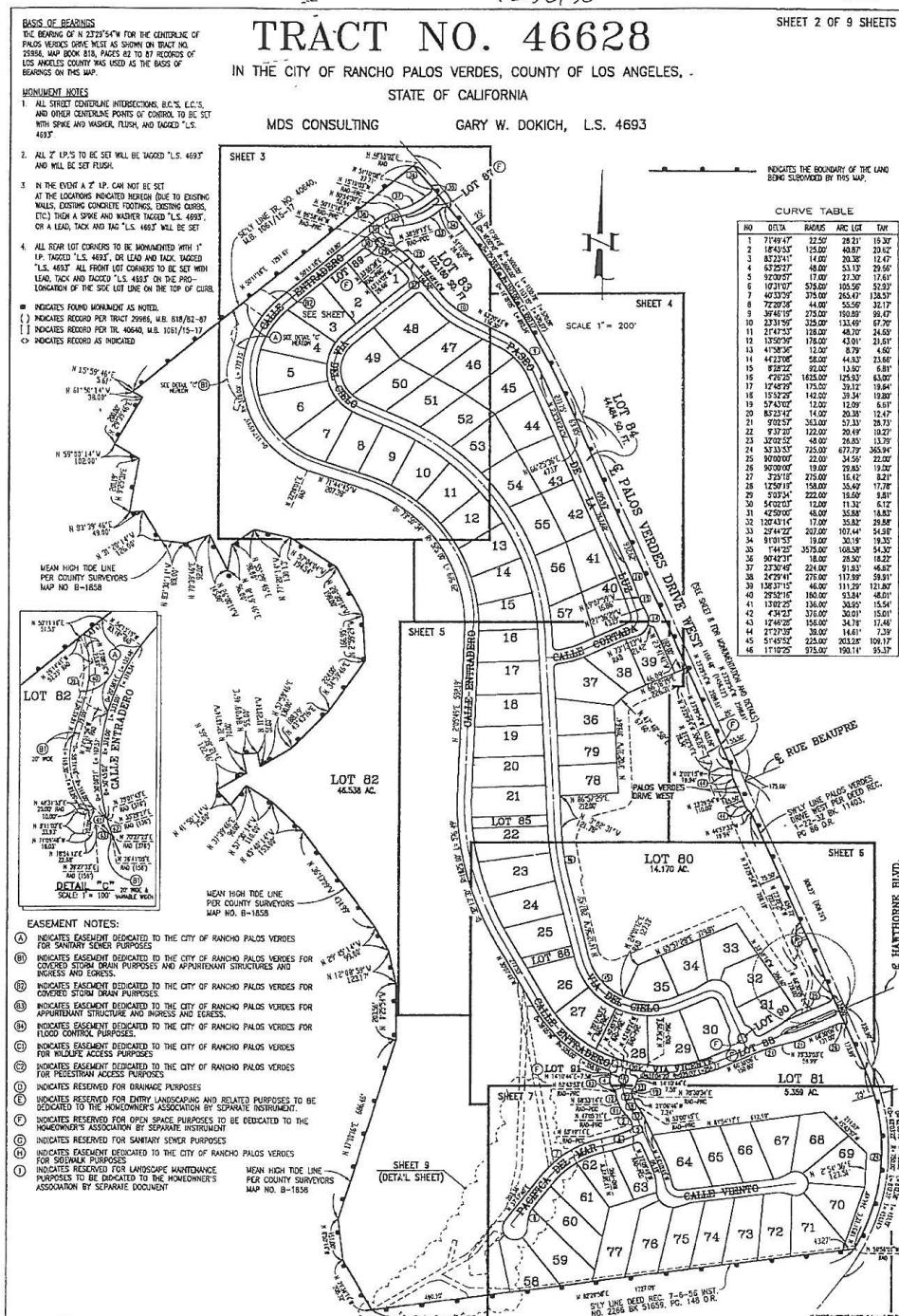
Oceanfront Estates Open Space Lots
Tract Map No. 46628

| Lot | Acres | Use | Maintenance Responsibilities |
|------------|--------------|--|---|
| 80 | 14.17 | Pre-existing and revegetated CSS habitat | Habitat areas by PVPLC; perimeter ornamental landscaping and fencing by homeowners' association |
| 81 | 5.36 | Revegetated CSS habitat and trail | Habitat areas and trails by PVPLC; perimeter ornamental landscaping and fencing by City or homeowners' association |
| 82 | 46.54 | Revegetated CSS habitat and trails, off-street parking lot, sewer pump stations (2) and underground slant drain access point | Habitat areas and trails by PVPLC; other "hard" infrastructure by City; perimeter ornamental landscaping and fencing by City or homeowners' association |
| 83 | 2.80 | Pre-existing and revegetated wetland habitat | Habitat areas by PVPLC; perimeter ornamental landscaping and fencing by homeowners' association |
| 84 | 1.02 | Ornamental slope landscaping | Perimeter ornamental landscaping and fencing by homeowners' association |
| 85 | 0.25 | Pedestrian access corridor | Trail and ornamental landscaping by City; perimeter fencing by homeowners' association |
| 86 | 0.18 | Wildlife access corridor | Ornamental landscaping by City; perimeter fencing by homeowners' association |



Oceanfront Estates Open Space Lots

These are general depictions of the open space lots managed by the PVPLC. The specific areas managed on each lot are noted on recorded Tract Map No. 46628 attached herein.



TRACT NO. 46628

IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

STATE OF CALIFORNIA

MDS CONSULTING

GARY W. DOKICH J.S. 4693

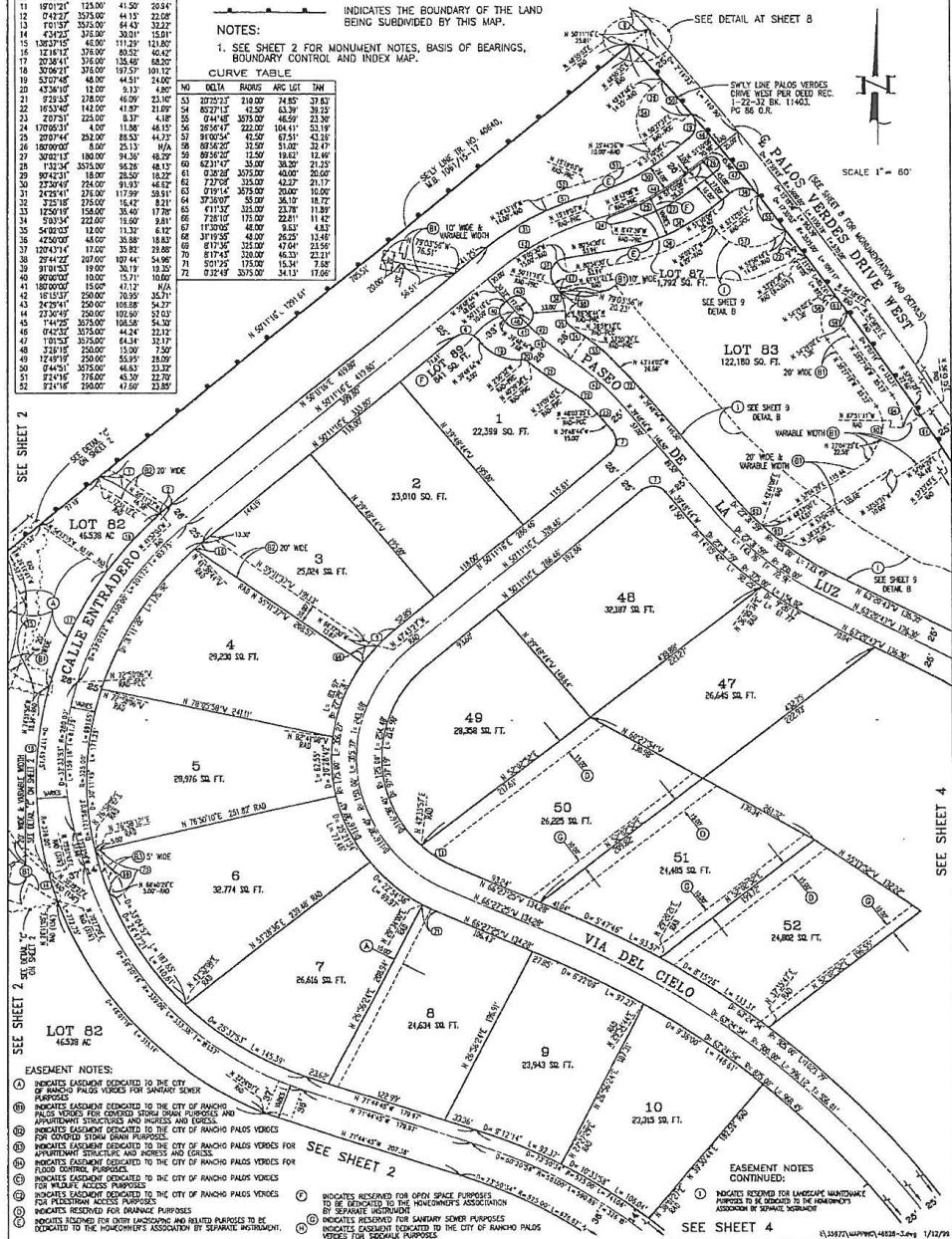
BEING SUBDIVIDED BY THIS MAP.

4. SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS,
BOUNDARY CONTROL AND INDEX MAP.

CURVE TABLE

CURVE TABLE

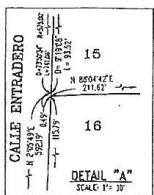
| NO | GLDN | RA045 | RA15 | RA21 | LT | GT |
|----|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 1 | 157 ⁰⁵ | 90. ⁰⁰ | 156. ¹³ | 154. ¹¹ | 154. ¹¹ | 154. ¹¹ |
| 2 | 157 ⁰⁵ | 90. ⁰⁰ | 156. ¹³ | 154. ¹¹ | 154. ¹¹ | 154. ¹¹ |
| 3 | 164 ⁴⁵ | 227. ⁰⁰ | 49. ²³ | 49. ²³ | 49. ²³ | 49. ²³ |
| 4 | 105 ⁴⁵ | 17. ⁰⁰ | 29. ³⁵ | 29. ³⁵ | 29. ³⁵ | 29. ³⁵ |
| 5 | 90 ⁰⁰ | 17. ⁰⁰ | 38. ¹⁷ | 38. ¹⁷ | 38. ¹⁷ | 38. ¹⁷ |
| 6 | 82 ¹⁵ | 360. ⁰⁰ | 348. ¹⁵ | 348. ¹⁵ | 348. ¹⁵ | 348. ¹⁵ |
| 7 | 9 ¹⁵ | 235. ⁰⁰ | 175. ⁰⁰ | 145. ⁰⁰ | 145. ⁰⁰ | 145. ⁰⁰ |
| 8 | 160 ⁰⁰ | 123. ⁰⁰ | 121. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ |
| 9 | 161 ⁰⁰ | 123. ⁰⁰ | 121. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ |
| 10 | 161 ⁰⁰ | 123. ⁰⁰ | 121. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ |
| 11 | 161 ⁰⁰ | 123. ⁰⁰ | 121. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ | 120. ⁰⁰ |
| 12 | 64 ⁴⁷ | 357. ⁰⁰ | 44. ¹⁵ | 12. ⁰⁰ | 12. ⁰⁰ | 12. ⁰⁰ |
| 13 | 20 ⁴⁵ | 357. ⁰⁰ | 44. ¹⁵ | 12. ⁰⁰ | 12. ⁰⁰ | 12. ⁰⁰ |
| 14 | 20 ⁴⁵ | 357. ⁰⁰ | 44. ¹⁵ | 12. ⁰⁰ | 12. ⁰⁰ | 12. ⁰⁰ |
| 15 | 183 ⁴⁷ | 44. ⁰⁰ | 11. ²³ | 11. ²³ | 11. ²³ | 11. ²³ |
| 16 | 183 ⁴⁷ | 44. ⁰⁰ | 11. ²³ | 11. ²³ | 11. ²³ | 11. ²³ |
| 17 | 20 ³⁸ | 315. ⁰⁰ | 133. ⁴⁵ | 50. ⁰⁰ | 50. ⁰⁰ | 50. ⁰⁰ |
| 18 | 20 ³⁸ | 315. ⁰⁰ | 133. ⁴⁵ | 50. ⁰⁰ | 50. ⁰⁰ | 50. ⁰⁰ |
| 19 | 20 ³⁸ | 315. ⁰⁰ | 133. ⁴⁵ | 50. ⁰⁰ | 50. ⁰⁰ | 50. ⁰⁰ |
| 20 | 20 ³⁸ | 315. ⁰⁰ | 133. ⁴⁵ | 50. ⁰⁰ | 50. ⁰⁰ | 50. ⁰⁰ |
| 21 | 21 ²³ | 26. ⁰⁰ | 66. ⁴⁹ | 23. ⁰⁷ | 23. ⁰⁷ | 23. ⁰⁷ |
| 22 | 21 ²³ | 26. ⁰⁰ | 66. ⁴⁹ | 23. ⁰⁷ | 23. ⁰⁷ | 23. ⁰⁷ |
| 23 | 165 ³⁷ | 142. ⁰⁰ |
| 24 | 165 ³⁷ | 142. ⁰⁰ |
| 25 | 170 ⁰⁵ | 11. ⁰⁰ | 46. ¹⁵ | 46. ¹⁵ | 46. ¹⁵ | 46. ¹⁵ |
| 26 | 20 ⁰⁷ | 251. ⁰⁰ | 85. ³³ | 85. ³³ | 85. ³³ | 85. ³³ |
| 27 | 20 ⁰⁷ | 251. ⁰⁰ | 85. ³³ | 85. ³³ | 85. ³³ | 85. ³³ |
| 28 | 30 ²¹ | 180. ⁰⁰ | 94. ³⁵ | 94. ³⁵ | 94. ³⁵ | 94. ³⁵ |
| 29 | 131 ³⁴ | 351. ⁰⁰ | 62. ⁴⁵ | 48. ¹⁵ | 48. ¹⁵ | 48. ¹⁵ |
| 30 | 131 ³⁴ | 351. ⁰⁰ | 62. ⁴⁵ | 48. ¹⁵ | 48. ¹⁵ | 48. ¹⁵ |
| 31 | 22 ²⁰ | 234. ⁰⁰ | 31. ⁰⁷ | 43. ⁶⁷ | 43. ⁶⁷ | 43. ⁶⁷ |
| 32 | 22 ²⁰ | 234. ⁰⁰ | 31. ⁰⁷ | 43. ⁶⁷ | 43. ⁶⁷ | 43. ⁶⁷ |
| 33 | 21 ²⁹ | 251. ⁰⁰ | 17. ⁰⁹ | 58. ⁹¹ | 58. ⁹¹ | 58. ⁹¹ |
| 34 | 21 ²⁹ | 251. ⁰⁰ | 17. ⁰⁹ | 58. ⁹¹ | 58. ⁹¹ | 58. ⁹¹ |
| 35 | 12 ²⁰ | 154. ⁰⁰ | 38. ⁴⁶ | 86. ¹¹ | 86. ¹¹ | 86. ¹¹ |
| 36 | 5 ⁰³ | 222. ⁰⁰ | 16. ⁰⁰ | 86. ⁸¹ | 86. ⁸¹ | 86. ⁸¹ |
| 37 | 5 ⁰³ | 222. ⁰⁰ | 16. ⁰⁰ | 86. ⁸¹ | 86. ⁸¹ | 86. ⁸¹ |
| 38 | 24 ⁵⁷ | 44. ⁰⁰ | 33. ⁸⁰ | 98. ⁴⁰ | 98. ⁴⁰ | 98. ⁴⁰ |
| 39 | 24 ⁵⁷ | 44. ⁰⁰ | 33. ⁸⁰ | 98. ⁴⁰ | 98. ⁴⁰ | 98. ⁴⁰ |
| 40 | 120 ⁴¹ | 17. ⁰⁰ | 28. ²³ | 28. ²³ | 28. ²³ | 28. ²³ |
| 41 | 29 ⁴⁴ | 201. ⁰⁰ | 107. ⁴⁴ | 54. ⁹⁵ | 54. ⁹⁵ | 54. ⁹⁵ |
| 42 | 90 ⁰⁰ | 17. ⁰⁰ | 28. ²³ | 28. ²³ | 28. ²³ | 28. ²³ |
| 43 | 90 ⁰⁰ | 17. ⁰⁰ | 28. ²³ | 28. ²³ | 28. ²³ | 28. ²³ |
| 44 | 15 ⁰⁰ | 41. ⁷² |
| 45 | 4 ²⁹ | 254. ⁰⁰ | 250. ⁸⁸ | 54. ²⁷ | 54. ²⁷ | 54. ²⁷ |
| 46 | 23 ¹⁰ | 250. ⁰⁰ | 192. ⁶⁰ | 54. ²⁷ | 54. ²⁷ | 54. ²⁷ |
| 47 | 6 ⁴² | 244. ⁰⁰ | 144. ²⁴ | 54. ²⁷ | 54. ²⁷ | 54. ²⁷ |
| 48 | 19 ¹³ | 353. ⁰⁰ | 44. ³² | 34. ¹⁷ | 34. ¹⁷ | 34. ¹⁷ |
| 49 | 19 ¹³ | 353. ⁰⁰ | 44. ³² | 34. ¹⁷ | 34. ¹⁷ | 34. ¹⁷ |
| 50 | 12 ⁴⁹ | 250. ⁰⁰ | 55. ⁷⁵ | 34. ¹⁷ | 34. ¹⁷ | 34. ¹⁷ |
| 51 | 6 ⁴⁵ | 357. ⁰⁰ | 46. ⁸³ | 32. ³⁷ | 32. ³⁷ | 32. ³⁷ |
| 52 | 7 ²¹ | 260. ⁰⁰ | 61. ⁸⁰ | 32. ³⁷ | 32. ³⁷ | 32. ³⁷ |



TRACT NO. 46628

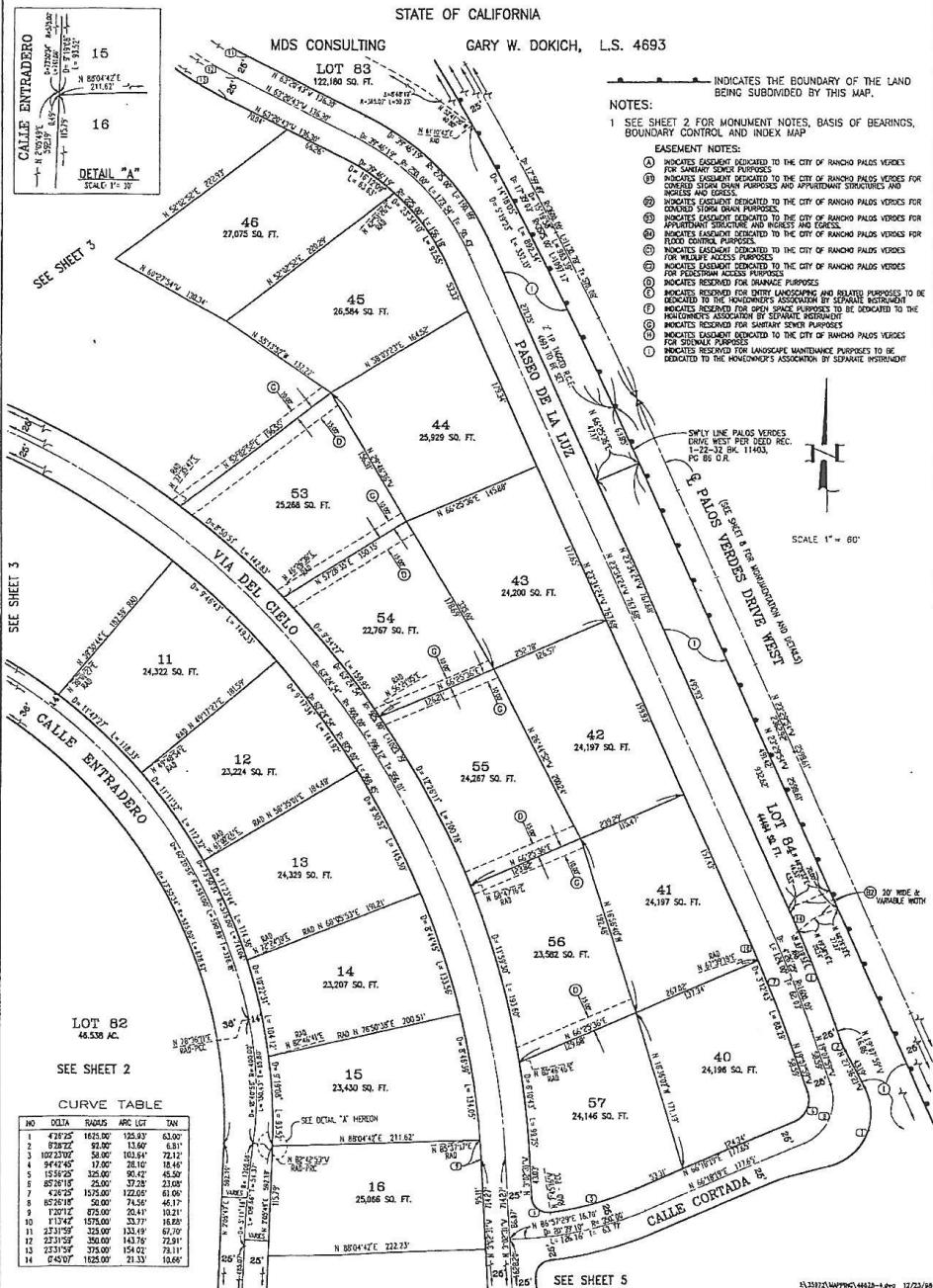
IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES,

STATE OF CALIFORNIA



MDS CONSULTING

GARY W. DOKICH, L.S. 4693



TRACT NO.: 46628

THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

MD CONSULTING

SHEET 7 OF 9 SHEETS

— 1 —

50.00

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20.62%
40.67%
125.00%
155%

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44.0

SEE SHEET 6

104

TRACT NO. 46628

IN THE CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

MDS CONSULTING

GARY W. DOKICH, L.S. 4693

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF
121,725.00 HAS BEEN FILED WITH THE
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES
AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE
LAND SHOWN ON MAP OF TRACT NO / PARCEL MAP NO.
466-28 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD
OF SUPERVISORS OF THE COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA
BY, Mario J. Cadenas
DEPUTY 3-1-97

SCALE 1" = 60'

SEE SHEET 6

SEE SHEET 7

LOT 8

DETAIL "B"

LOT 82

8

8

SEE SHEET 2

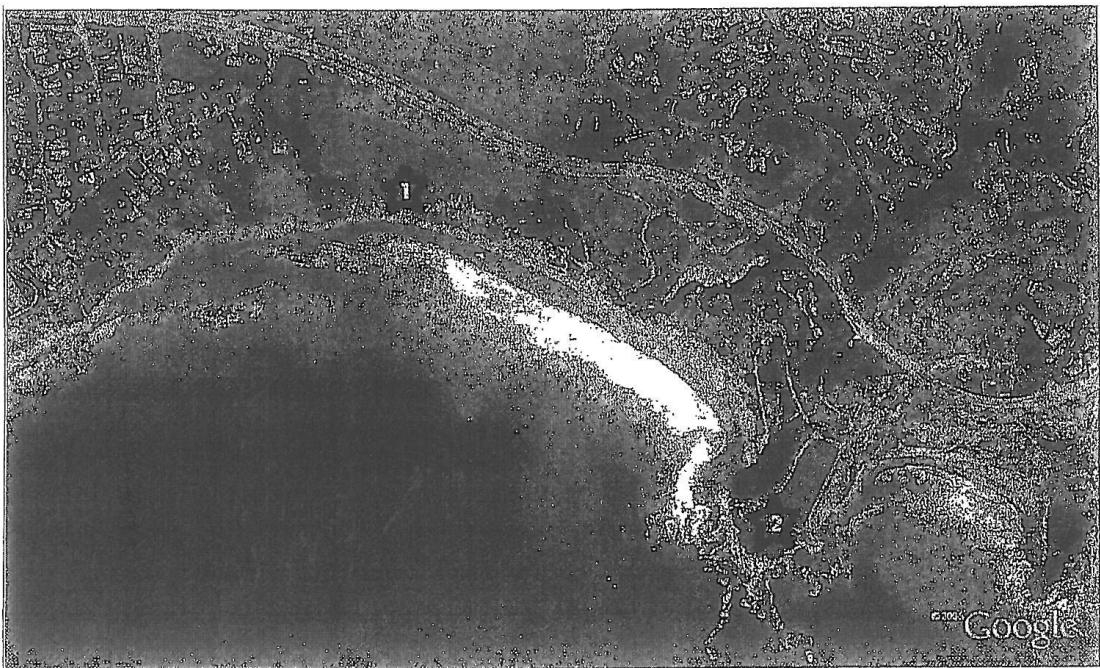
| Curve Table | | | |
|-------------|---------|---------|-------|
| Delta | Radius | Arc Lgt | Tan |
| 35'36"07 | 35'00" | 24'19" | 12.56 |
| 18'20"44 | 55'00" | 17'51" | 3.85 |
| 21'29"52 | 125'00" | 46'39" | 21.72 |
| 21'29"32 | 145'00" | 54'39" | 27.52 |
| 57'17"15 | 55'00" | 56'31" | 31.30 |
| 356'57"35 | 35'00" | 24'11" | 1.21 |
| 549'27"44 | 44'00" | 47'44" | 2.24 |
| 545'02"00 | 44'00" | 42'15" | 22.85 |
| 845'45"44 | 44'00" | 6'73" | 3.37 |
| 525'17"44 | 44'00" | 22'11" | 1.0 |
| 634'35"55 | 375'00" | 43'08" | 21.56 |
| 690'01"55 | 375'00" | 23'11" | 13.60 |
| 15'16"43 | 86'00" | 21'33" | 10.71 |
| 15'16"33 | 90'00" | 21'04" | 10.00 |

DETAIL SHEET

EXHIBIT D

Donor Recognition Naming Criteria and Approved Sites





 Proposed Donor Recognition Site at Abalone Cove

 Proposed Donor Recognition Site at Portuguese Point



★ Proposed Donor Recognition Site overlooking the Education Center



October 8, 2014

Ms. Andrea Vona, Executive Director
Palos Verdes Peninsula Land Conservancy
916 Silver Spur Road, Suite 207
Rolling Hills Estates, CA 90274

Subject: First Amendment to the Palos Verdes Peninsula Land Conservancy
Management Agreement

Dear Ms. Vona:

Andrea
Enclosed is a fully executed copy of the above referred to amendment that was
approved by the City Council at its April 15, 2014 meeting.

Please forward a copy of the insurance policy and certificate of insurance as required
in Section 5 of the original agreement as soon as possible. Insurance policies and
certificates should be sent to:

City of Rancho Palos Verdes
Office of the City Clerk
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

If you have any questions about this agreement, please contact Ara Mihranian in our
Community Development Department at (310) 544-5227.

Yours very truly,

Carla Morreale

Carla Morreale
City Clerk

cc: Ara Mihranian (with attachment)

W:\Contracts\Letters-transmittal for agmts & contracts\2014\Palos Verdes Peninsula Land Conservancy (PVPLC).doc

30940 HAWTHORNE BLVD. / RANCHO PALOS VERDES, CA 90275-5391 / (310) 544-5208 / FAX (310) 544-5291 / WWW.PALOSVERDES.COM/RPV
PRINTED ON RECYCLED PAPER



**First Amendment to the Management Agreement
between the City of Rancho Palos Verdes and
the Palos Verdes Peninsula Land Conservancy**

This agreement is the first amendment ("First Amendment") to the Management Agreement between the City of Rancho Palos Verdes ("City") and the Palos Verdes Peninsula Land Conservancy ("PVPLC"), dated November 1, 2011 ("Agreement"). This First Amendment is effective as of April 16, 2014.

Section 1. Exhibit "A" to the Agreement, which is the Map of the properties within the Palos Verdes Nature Preserve ("Preserve") that are managed by PVPLC on behalf of the City, is hereby amended as follows: 1) to remove the 40-acre Archery Range Property, which corresponds to the removal of that Property from the Preserve, and 2) to reconfigure the Preserve Boundary within Gateway Park, which corresponds to the addition of 7 acres to the Preserve.

Section 2. Except as expressly amended by this First Amendment, all of the other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first above written.

Dated: 9/8/14

PALOS VERDES PENINSULA LAND
CONSERVANCY

By: Andrea Vona
Printed Name: Andrea Vona
Title: Executive Director

By: Jerry V. Duhovic
Printed Name: Jerry V. Duhovic
Title: Mayor

[Signatures continued on next page.]

CITY OF RANCHO PALOS VERDES
("CITY")

By: 
Mayor

ATTEST:

By: 
Carla Morealle
City Clerk

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MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

FROM: JOEL ROJAS, AICP, COMMUNITY DEVELOPMENT DIRECTOR *JP*

DATE: APRIL 15, 2014

SUBJECT: RPV / PVPLC MANAGEMENT AGREEMENT AMENDMENT NO. 1 (SUPPORTS 2014 CITY COUNCIL GOAL – TRAIL SYSTEM ENHANCEMENT)

REVIEWED: CAROLYNN PETRU, ACTING CITY MANAGER *CP*

Project Manager: Ara Mihranian, AICP, Deputy Community Development Director *AM*

RECOMMENDATION

Approve Amendment No. 1 to the RPV / PVPLC Management Agreement to amend Exhibit A, the Map of the Preserve Properties that are Managed by the PVPLC, to reflect the removal of the Archery Range Property from the Preserve and the addition of 7 acres to the Preserve resulting from the reconfiguration of the boundary limits of Gateway Park as approved by the City Council at its April 1, 2014 meeting.

BACKGROUND

At its April 1, 2014 meeting, the City Council agreed to enroll the recently acquired 58-acre Malaga Canyon property into the Preserve, remove the 40-acre Archery Range Property from the Preserve, and reconfigure the Preserve boundary with Gateway Park resulting in an additional 7 acres added to the Preserve. In addition, the Council, via the adopted motion, directed Staff to come back with an amendment to the Management Agreement between the City and the PVPLC to reflect these changes to the Preserve. This evening, the Council is being asked to approve Amendment No. 1 to the RPV / PVPLC Management Agreement amending the map of the Preserve properties managed by the PVPLC.

DISCUSSION

On November 1, 2011, the City Council approved the Management Agreement between the City and the PVPLC that describes the Preserve management responsibilities for both

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entities. Attached to and incorporated as part of the Management Agreement, as Exhibit A, is the Map of the Preserve Properties Managed by the PVPLC. Pursuant to the Council's action at its April 1st meeting, the Map of the Preserve properties has been amended to reflect the following changes (see attachment):

1. The removal of the 40-acre Archery Range Property from the Preserve; and,
2. The reconfiguration of the Preserve boundary with Gateway Park which adds 7 acres to the Preserve.

ADDITIONAL INFORMATION

Management of the Malaga Canyon Property

As noted earlier, the Council agreed to enroll the recently City acquired 58-acre Malaga Canyon open space property into the City's Palos Verdes Nature Preserve at the April 1st meeting. However, because the PVPLC highlighted the importance of having a conservation easement recorded over the property prior to the lands being enrolled in the Preserve and commencing management, the attached Exhibit is not being modified to include Malaga Canyon at this time. Discussions continue between the City and the PVPLC on the final wording of the conservation easement. Once there is an agreement on the final conservation easement language it will be brought to the City Council for approval.

At that time, Exhibit A to the Management Agreement will be updated to include the Malaga Canyon Property. Staff anticipates this being completed within the next few months.

Clarification of Trail Maintenance Responsibilities

At the April 1st meeting, Councilman Knight suggested that the trail maintenance section of the Management Agreement be clarified. Staff intends to make this clarification to the Management Agreement at the time the Council is asked to amend the PUMP's Preserve Trails Plan (PTP) to include the Malaga Canyon property.

FISCAL IMPACTS

As reported in April 1st Staff Report, Staff anticipates a small fiscal impact resulting from the removal of the Archery Range Property from the Preserve since trail signage and maintenance on the property would become the responsibility of the City. Staff estimates this cost to be \$500. Staff does not anticipate any fiscal impact from the reconfiguration of the Preserve boundary with Gateway Park.

CONCLUSION

Based on the information provided herein, Staff recommends that the City Council approve Amendment No. 1 to the RPV / PVPLC Management Agreement amending Exhibit A, Map of the Preserve Properties Managed by the PVPLC, to reflect the removal of the Archery Range Property from the Preserve and to add 7 acres to the Preserve resulting from the reconfiguration of the boundary limits of Gateway Park.

ATTACHMENTS

- Amendment No. 1 to the RPV / PVPLC Management Agreement
 - Exhibit A - Map of the Preserve Properties Managed by the PVPLC

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**First Amendment to the Management Agreement
between the City of Rancho Palos Verdes and
the Palos Verdes Peninsula Land Conservancy**

This agreement is the first amendment ("First Amendment") to the Management Agreement between the City of Rancho Palos Verdes ("City") and the Palos Verdes Peninsula Land Conservancy ("PVPLC"), dated November 1, 2011 ("Agreement"). This First Amendment is effective as of April 16, 2014.

Section 1. Exhibit "A" to the Agreement, which is the Map of the properties within the Palos Verdes Nature Preserve ("Preserve") that are managed by PVPLC on behalf of the City, is hereby amended as follows: 1) to remove the 40-acre Archery Range Property, which corresponds to the removal of that Property from the Preserve, and 2) to reconfigure the Preserve Boundary within Gateway Park, which corresponds to the addition of 7 acres to the Preserve.

Section 2. Except as expressly amended by this First Amendment, all of the other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first above written.

Dated: _____

PALOS VERDES PENINSULA LAND
CONSERVANCY

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

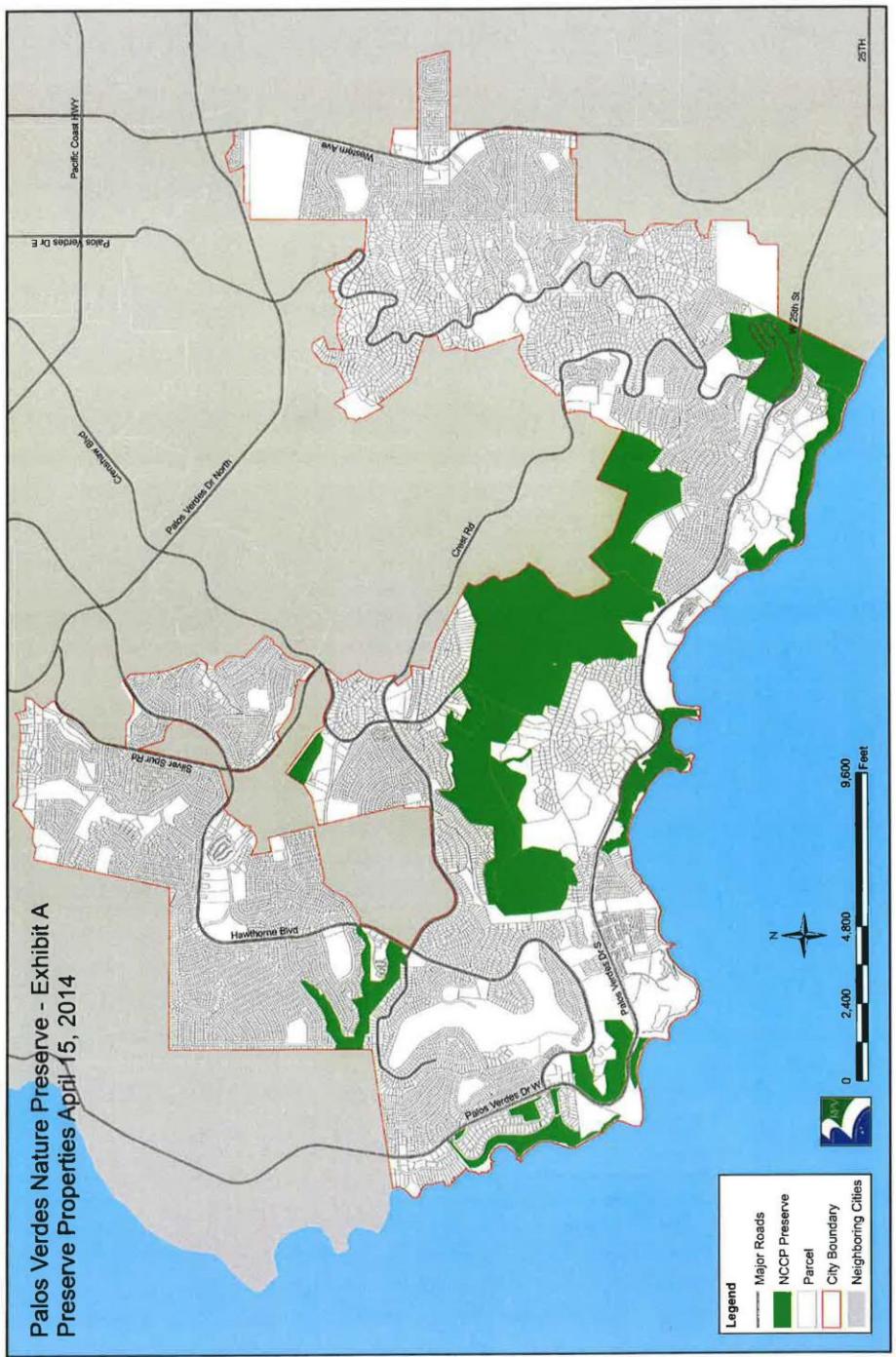
[Signatures continued on next page.]

CITY OF RANCHO PALOS VERDES
("CITY")

By: _____
Mayor

ATTEST:

By: _____
City Clerk



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Palos Verdes Nature Preserve - Exhibit A
Preserve Properties April 15, 2014

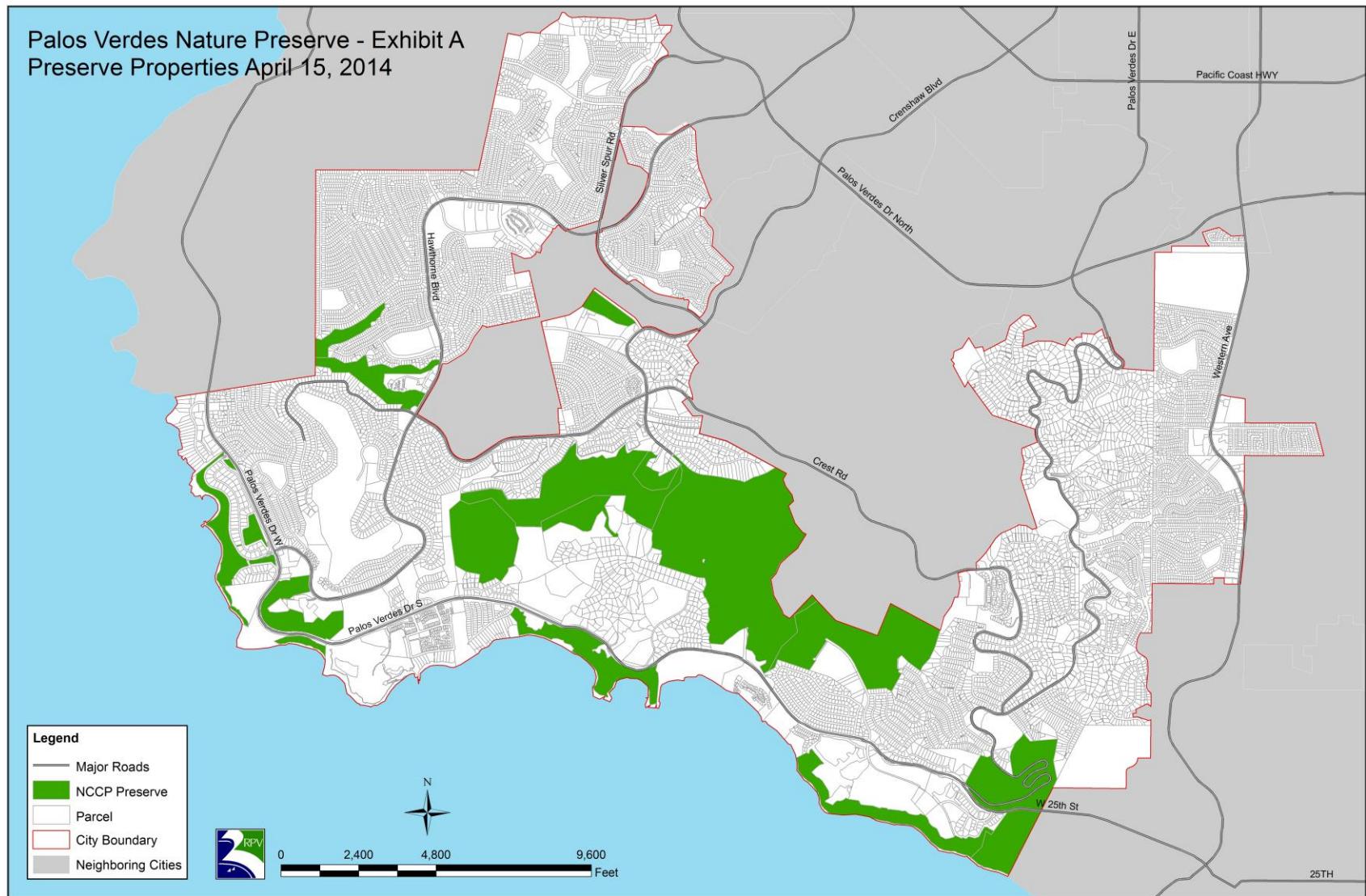


EXHIBIT E

Conservation Easement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Palos Verdes Peninsula Land Conservancy
916 Silver Spur Road, Suite 207
Rolling Hills Estates, California 90274
Attn: Ms. Adrienne Mohan

[Space Above For Recorder's Use Only]

APN:
Recording
Fee: Exempt pursuant to California
Government Code Section 27383

CONSERVATION EASEMENT DEED

(Including Third-Party Beneficiaries)

THIS CONSERVATION EASEMENT DEED REPLACES AND SUPERSEDES IN ITS ENTIRETY THAT CERTAIN [CONSERVATION EASEMENT DEED] RECORDED AS INSTRUMENT NO. _____ IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY]

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

R E C I T A L S

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

(“CSS”) - habitat. Individually and collectively these wildlife and habitat values comprise the “Conservation Values” of the Property.

- C. The Property is part of the Habitat Reserve required to be preserved and managed in perpetuity by Federal Endangered Species Act Incidental Take Permit TE-_____ and State of California _____ permit _____ (collectively “Permits”) according to the Verdes Natural Community Conservation Plan and Habitat Conservation Plan dated _____, 2018 (“NCCP/HCP”) and the [NCCP/HCP Implementation Agreement] (“IA”) dated _____, the terms of which are incorporated by reference in this Conservation Easement. Grantor, Grantee, CDFW, and USFWS each has a copy of the NCCP/HCP, the IA, and the Permits.
- D. Grantee is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is qualified to do business in California, which has as its primary purpose the preservation of land in its natural, scenic, and open space condition.
- E. CDFW has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.
- F. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.*, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of Federal law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural, restored or enhanced condition consistent with the habitat protection requirements of the NCCP/HCP, IA, and Permits and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, activities involving the preservation, restoration and enhancement of native species and their habitats.

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

- (a) To preserve and protect the Conservation Values of the Property;

(b) To enter the Property at any reasonable time in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees or Wildlife Agencies or its designees, provided that neither Grantee nor Wildlife Agencies shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

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

(d) To require that all mineral, air and water rights as Grantee deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use on the Property consistent with the purposes of this Conservation Easement; and

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. All Inconsistent Rights Extinguished. All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. Prohibited Uses. Except (and only to the extent) the use or activity is a Reserved Right under Section 6, any activity on or use of the Property not authorized in this Conservation Easement is prohibited if that activity or use is inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third- parties, are expressly prohibited:

(a) Unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement.

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

(c) Agricultural activity of any kind, except that grazing for vegetation management is permitted if done in accordance with a Wildlife Agencies-approved grazing or management plan for the Property;

(d) Recreational activities except such passive recreational activities as are consistent with the purposes of this Conservation Easement and the NCCP/HCP (e.g., horse riding, hiking, bicycling, wildlife viewing);

(e) Commercial, industrial, residential or institutional uses;

- (f) Any legal or de facto division, subdivision or partitioning of the Property;
- (g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind, except signs for access control or education that will not impair or interfere with the Conservation Values and are consistent with the purposes of this Conservation Easement;
- (h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- (i) Planting, introduction or dispersal of non-native or exotic plant or animal species;
- (j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Property;
- (k) Altering the surface or general topography of the Property, including building of new roads, paving or otherwise covering the Property with concrete, asphalt or any other impervious material;
- (l) Removing, destroying, or cutting of native trees, shrubs or other vegetation, except as required by law for: (1) fire breaks, (2) maintenance of recreational trails or roads that are otherwise permitted under this Conservation Easement, or (3) prevention or treatment of disease;
- (m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- (n) Without the prior written consent of Grantee, which Grantee may withhold for any reason, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property.

5. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee, CDFW and USFWS under Section 2 of this Conservation Easement.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of this Conservation Easement. Grantor specifically reserves the right to conduct the following activities and uses on the Property:

(a) The Covered City Projects proposed to take place on the Property, as described in Sections 5.1 and 5.2 (including its subsections) and Table 5-1 of the NCCP/HCP, and Other Covered Projects/Activities on the Property described in Sections 5.1 and 5.4 (including its subsections) of the NCCP/HCP are permitted by this Conservation Easement during the term of the NCCP/HCP, so long as such activities and any restoration required in connection with the activities is carried out in accordance with all applicable requirements of the NCCP/HCP. No additional Covered Projects/Activities will be permitted or undertaken on the Property which are not now described in Sections 5.1, 5.2, and 5.4 (including their subsections).

(b) Following the expiration of the NCCP/HCP, all of the Projects and Activities Covered by the NCCP/HCP that are expected to occur beyond the life of the NCCP/HCP are listed in attached Exhibit 2. The Covered Projects and Activities listed in Exhibit 2 will be allowed so long as such activities are carried out in accordance with the long-term management and monitoring plan described in Section 8.2 of the NCCP/HCP, or if the Covered Projects and Activities will result in take, in accordance with incidental take permits issued by the Wildlife Agencies. No additional projects are permitted without the express consent of the Wildlife Agencies and the Conservancy, such consent not to be unreasonably withheld where the proposed project is determined by the Wildlife Agencies and the Conservancy to be both necessary for public safety and is designed reasonably to avoid impacts upon habitat and species, and following compliance with all applicable Federal and state laws, including the Federal and state endangered species acts and California Natural Community Conservation Planning Act.

7. Adaptive Management. The NCCP/HCP allows for Adaptive Management of the Property, recognizing that Adaptive Management is a key element of implementing effective conservation programs. ‘Adaptive management’ means to use the results of new information gathered through the monitoring program of the plan and from other sources to adjust management strategies and practices to assist in providing for the conservation of covered species.” (Fish & Game Code, § 2805, subd. (a).) Adaptive Management combines data from monitoring species and natural systems with new information from management and targeted studies to continually assess the effectiveness and adjust conservation actions. Adaptive Management may include re-prioritizing monitoring efforts as well as corrective actions where (a) resources are threatened by land uses in and adjacent to the Property, (b) current management activities are not adequate or effective, or (c) enforcement needs are identified. Actions that are part of Adaptive Management of the Property in accordance with the NCCP/HCP, including but not limited to monitoring and corrective actions, are consistent with the purposes of, and expressly permitted by, this Conservation Easement.

8. Grantee’s Remedies. CDFW and USFWS, as third-party beneficiaries of this Conservation Easement, shall each have the same rights as Grantee under this section to enforce the terms of this Conservation Easement. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. At the time of giving any such notice, Grantee shall also give a copy of the notice to CDFW and to USFWS. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, ex parte as necessary, by

temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; for other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 7 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

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

8.1. Fees and Costs; Damages. All costs incurred by Grantee, CDFW or USFWS, where it is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor. Pursuant to Civil Code Section 815.7, subdivision (d), the court may award to the prevailing party in any action authorized by that section, the costs of litigation, including reasonable attorney's fees.

8.2. Discretion of Grantee and Third-Party Beneficiaries. Enforcement of the terms of this Conservation Easement by Grantee, CDFW or USFWS shall be at the discretion of the enforcing party, and any forbearance by Grantee, CDFW or USFWS to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights (or any rights of CDFW or USFWS as a third-party beneficiary) under this Conservation Easement. No delay or omission by Grantee, CDFW or USFWS in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

8.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee, CDFW or USFWS to bring any action against Grantor for any injury to or change in the Property resulting from any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth

movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or the Property resulting from such causes.

8.4. Rights of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW and USFWS. These rights are in addition to, and do not limit, the rights of enforcement under the NCCP/HCP and IA.

9. Fence Installation and Maintenance. Grantor may install and maintain fencing that is approved in writing by Grantee, CDFW, and USFWS to protect the Conservation Values of the Property, including but not limited to wildlife corridors.

10. Access. Public access to the Property for passive recreational purposes and to promote understanding and appreciation of natural resources in accordance with Section 5.4.2 of the NCCP/HCP and a Public Use Management Plan approved in writing by Grantee, CDFW, and USFWS, is permitted.

11. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither CDFW nor USFWS shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third-parties from risks relating to conditions on the Property. Grantor and Grantee each remains solely responsible for obtaining any applicable governmental permits and approvals required of it for any activity or use permitted by this Conservation Easement, including those from CDFW and USFWS each acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable Federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

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

11.2. Hold Harmless.

(a) Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (individually or, collectively, "Grantee Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments ("Claim(s)"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to Grantee's Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of Grantee or any of Grantee Indemnified Parties; and (2) the obligations specified in Sections 5, 11, and 11.1.

(b) Grantor shall hold harmless, protect and indemnify CDFW and USFWS (“Third-Party Beneficiaries”) and their respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (individually or collectively, “Third-Party Beneficiary Indemnified Parties”) from and against any and all Claims arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, and (ii) the existence or administration of this Conservation Easement. Provided, however, that this indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence or willful misconduct of that Third-Party Beneficiary Indemnified Party/ies. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section 11.2 (b) applies then, at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

11.3. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor and Grantee shall notify CDFW and USFWS in writing at least ninety (90) days prior to the initiation of proceedings to extinguish the Conservation Easement.

11.4. Condemnation. This Conservation Easement is a “conservation easement” as defined in Code of Civil Procedure Section 1240.055 (a) (1) and constitutes “property appropriated to public use” as defined in Code of Civil Procedure Section 1240.055 (a) (3). CDFW and USFWS is each a public entity that imposed conditions on approval or permitting of a project that were satisfied by this Conservation Easement, as described in Code of Civil Procedure Section 1240.055 (a) (3). A person authorized to acquire property for public use by eminent domain shall exercise the power of eminent domain to acquire the Property only as provided in Code of Civil Procedure Section 1240.055. The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680, notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

12. Transfer of Conservation Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization approved in advance in writing by Grantor, CDFW and USFWS that is authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the transferee to record the assignment in the county where the Property is located.

13. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee, CDFW and USFWS of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee, CDFW or USFWS shall have the right to prevent any transfer in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee, CDFW or USFWS to perform any act provided in this

section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

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

| | |
|-----------------|--|
| To Grantor: | City of Rancho Palos Verdes 30940 Hawthorne Boulevard Rancho Palos Verdes, California 90275 Attn: City Manager Facsimile: (310) 377-9868 |
| To Grantee: | Palos Verdes Land Conservancy 916 Silver Spur Road, Suite 207 Rolling Hills Estates, California 90274 Attn: Executive Director |
| To CDFW: | California Department of Fish and Wildlife South Coast Region 3883 Ruffin Road San Diego, California 92123 Attn: Regional Manager |
| With a copy to: | California Department of Fish and Wildlife Office of the General Counsel 1416 Ninth Street, 12th Floor Sacramento, California 95814-2090 Attn: General Counsel |
| To USFWS: | Carlsbad Fish and Wildlife Office 2177 Salk Avenue, Suite 250 Carlsbad, California 92008 Telephone: (760) 431-9440 Fax: (760) 431-5901 Attn: Field Supervisor |

or to such other address as Grantor, Grantee, CDFW or USFWS may designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) business days after deposit into the United States mail.

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

16. Additional Provisions.

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

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

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

(d) Entire Agreement. This instrument, including the documents incorporated by reference in it, sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 15.

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

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

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

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

(i) No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

Without limiting the obligations of Grantor under Section 11.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee Indemnified Parties (as defined in Section 11.2) from and against any and all Claims (as defined in Section 11.2) arising from or connected with any Hazardous Materials or underground storage tanks

present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to the Grantee Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

Without limiting the obligations of Grantor under Section 11.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Third-Party Beneficiary Indemnified Parties (as defined in Section 11.2) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim then, at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, Grantor shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all charges of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to CDFW or USFWS any of the following:

(1) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, “CERCLA”); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor’s or Grantee’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property. The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*;

hereinafter “RCRA”); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq.*; hereinafter “HTA”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter “HCL”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter “HSA”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other Federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee, CDFW, and USFWS that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws. Grantee represents, warrants and covenants to Grantor, CDFW, and USFWS that activities upon and use of the Property by Grantee, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) **Warranty.** Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee, CDFW and USFWS.

(k) **Additional Easements.** Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), or grant, transfer, abandon or relinquish (each a “**Transfer**”) any mineral, air or water right, or any water associated with the Property, without first obtaining the written consent of Grantee, CDFW and USFWS. Grantee, CDFW or USFWS may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 16(k) shall not limit the provisions of Section 3(d) or 4(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 13. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee, CDFW and USFWS.

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

(m) **Third-Party Beneficiaries.** Grantor and Grantee acknowledge that CDFW and USFWS (each a “**Third-Party Beneficiary**” and together, the “**Third-Party Beneficiaries**”) are third party beneficiaries of this Conservation Easement with the right of access to the Property and the right to enforce all obligations of Grantor and all other rights and remedies of Grantee under this Conservation Easement.

(n) **No Merger.** The doctrine of merger is not intended, and shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, CDFW and USFWS otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall promptly be recorded against the Property by Grantee, or its successor in interest, in favor of a third party approved in writing CDFW

and FWS to ensure that the mitigation obligations required under the agency approvals and permits identified in Recital C which include conservation of the Property in perpetuity through execution and recordation of a conservation easement or equivalent legal mechanism, and the purposes of Cal. Civil Code Section 815, are fulfilled. Until such replacement conservation easement or equivalent legal mechanism is executed and recorded, Grantee or its successor in interest shall continue to protect the Property in accordance with the terms of the original Conservation Easement. Any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Easement Area, which shall run with the land according to California law and otherwise exist in perpetuity.

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

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

By: _____
Mayor of the City of Rancho Palos Verdes

ATTEST:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

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

By: _____
President, Board of Directors

By: _____
Vice President, Board of Directors

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

On _____, 2018, before me, _____, a
Notary Public in and for the State of California, personally appeared
_____, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

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

On _____, 2018, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

EXHIBIT 1
LEGAL DESCRIPTION OF PROPERTY