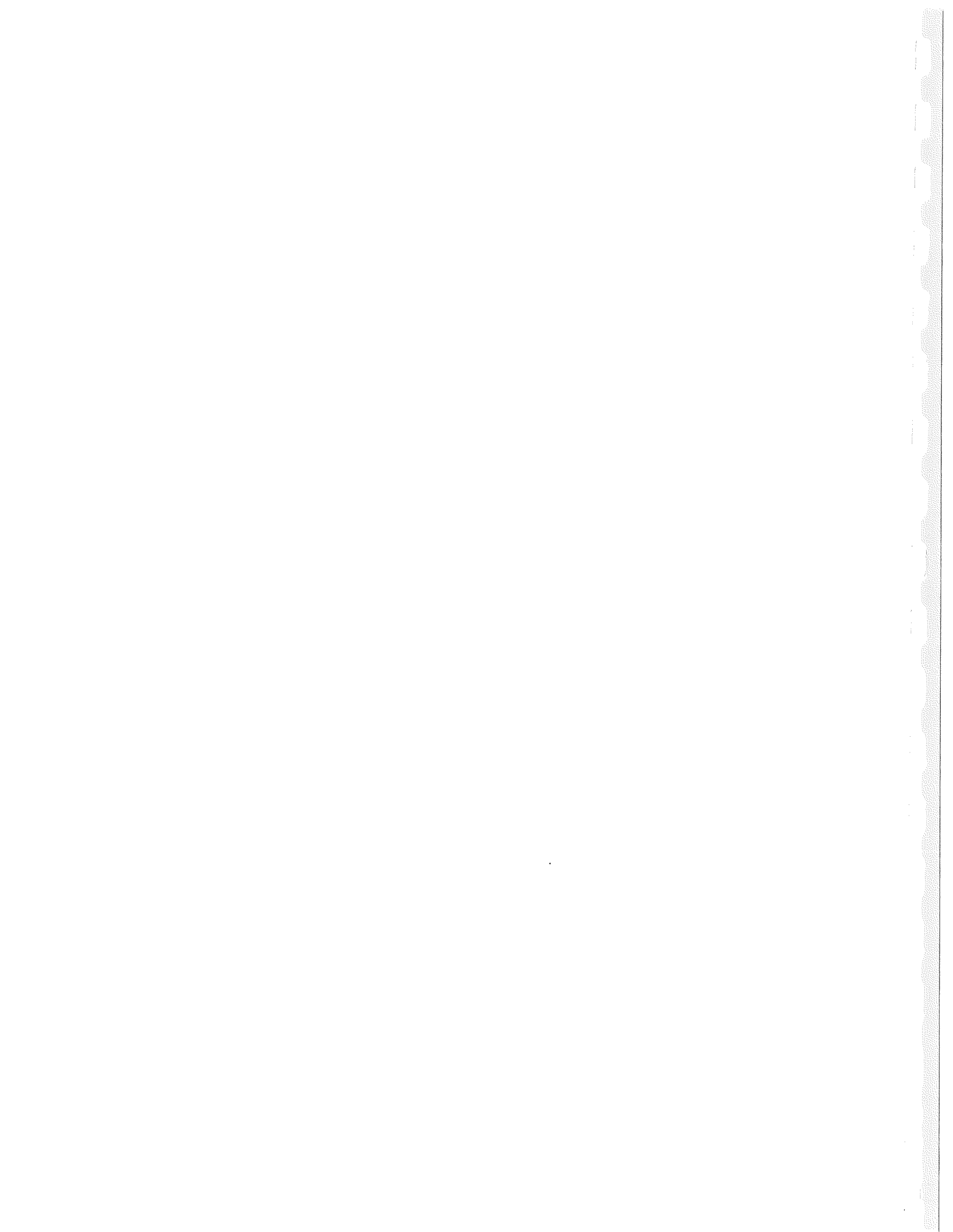


APPENDIX C

San Miguel Ranch MSCP Annexation Agreement



8073

DOC # 2000-0702132

DEC 22, 2000 1:43 PM

RECORDING REQUESTED BY
CITY CLERK WHEN RECORDED MAIL TO:

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00

CITY OF CHULA VISTA
276 4th Avenue
Chula Vista, CA 91910



No transfer tax is due as this is a conveyance to a public agency of less than a fee interest for which no cash consideration has been paid or received.

NNP - Trimark San Miguel Ranch, LLC
Developer

Benefits the City

(Space Above For Recorder's Use Only)

**ANNEXATION AGREEMENT CONCERNING
THE CONSERVATION AND BIOLOGICAL MITIGATION
PROGRAM FOR THE IMPLEMENTATION OF SAN MIGUEL RANCH
SECTIONAL PLANNING AREA PLAN AND TENTATIVE TRACT MAP
BY AND AMONG
THE CITY OF CHULA VISTA
THE COUNTY OF SAN DIEGO
THE UNITED STATES FISH & WILDLIFE SERVICE
THE CALIFORNIA DEPARTMENT OF FISH & GAME
AND
NNP-TRIMARK SAN MIGUEL RANCH, LLC**

This Annexation Agreement Concerning the Conservation and Biological Mitigation Program for the Implementation of the San Miguel Ranch Sectional Planning Area Plan and Tentative Tract Map ("Biological Annexation Agreement" or "Agreement") is made and entered into as of the 19th day of December 2000, by and among the City of Chula Vista ("CITY"), the County of San Diego, a political subdivision of the State of California ("COUNTY"), the United States Fish & Wildlife Service ("USFWS"), an agency of the Department of the Interior of the United States of America, the California Department of Fish & Game ("CDFG"), a subdivision of the California Resources Agency of the State of California, and NNP-Trimark San Miguel Ranch, LLC, a Delaware limited liability company ("TRIMARK") (herein collectively referred to as the "Parties"), and defines the Parties' responsibilities, obligations and Incidental Take and other authorizations and provides a common understanding of actions that will be undertaken for the conservation of the Covered Species Subject to Incidental Take and their habitats during the construction, development and operation of the approximately 743-acre mixed residential and commercial project known as the San Miguel Ranch, presently located within COUNTY and within the sphere of influence of CITY, through implementation of the San Miguel Ranch Sectional

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7000
MP*

Planning Area Plan and tentative tract map (including all necessary off-site grading shown in the tentative tract map).

RECITALS

- A. WHEREAS, TRIMARK is the owner of certain real property consisting of approximately 738 acres, located in the COUNTY and within the sphere of influence of the CITY, which together with an adjoining and related five-acre area is known as San Miguel Ranch and depicted in Exhibit A hereto ("San Miguel Ranch");
- B. WHEREAS, approximately 1,852 acres of a former portion of San Miguel Ranch has been preserved as permanent open space as depicted in Exhibit B hereto (these 1,852 acres are herein referred to as "San Miguel North");
- C. WHEREAS, this Agreement concerns and affects San Miguel Ranch;
- D. WHEREAS, San Miguel Ranch is included within the area encompassed by the COUNTY's Subarea Plan ("County Subarea Plan") for the regional San Diego Multiple Species Conservation Program ("MSCP") in which the Incidental Take of Covered Species Subject to Incidental Take is authorized under the Section 10(a) Permit issued by USFWS and/or the CESA/NCCP Authorization issued by CDFG (hereafter collectively referred to as the "Take Authorizations") to the COUNTY in accordance with the MSCP, County Subarea Plan and County Implementation Agreement ("County IA"), provided that certain biological mitigation is provided;
- E. WHEREAS, the MSCP describes a cooperative federal, state and local program of conservation for a number of sensitive species of plants and animals, and is a product of lengthy study and negotiation by USFWS, CDFG, COUNTY and other interested persons, jurisdictions and entities, and represents coordination of private development and conservation interests with federal, state and local governments;
- F. WHEREAS, COUNTY is participating in the development and implementation of the MSCP to meet the requirements of the federal Endangered Species Act of 1973, as amended ("ESA"), the California Endangered Species Act ("CESA"), the National Environmental Policy Act ("NEPA"), the California Environmental Quality Act ("CEQA"), and the California Natural Community Conservation Planning Act of 1991 ("NCCP Act") and to minimize potential obstacles to public and private development in the greater San Diego area posed by the current system of project-by-project review under the ESA and CESA;
- G. WHEREAS, consistent with the NCCP Act, the MSCP is a comprehensive, long-term habitat conservation plan intended to provide for the needs, protection and conservation of the region's wildlife and plant heritage while continuing to allow effective enforcement of public health and safety programs and appropriate development and growth;
- H. WHEREAS, such planning is an effective tool in protecting the region's biodiversity while reducing conflicts between protection of wildlife and plants and the reasonable use of natural resources for economic development;

I. WHEREAS, the MSCP addresses the potential impacts of urban growth, natural habitat loss and species endangerment and creates a plan to mitigate for the potential loss of Covered Species and their habitats due to the direct and indirect impacts of future development of both private and public lands within the MSCP Area;

J. WHEREAS, the MSCP, as implemented through the County Subarea Plan and County IA, establishes the conditions under which COUNTY, for the benefit of itself and of public and private landowners and other land development project proponents within its subarea boundaries, is authorized to allow the incidental taking of Covered Species Subject to Incidental Take in connection with land development and other lawful land uses authorized by the County;

K. WHEREAS, TRIMARK has identified the appropriate biological mitigation for San Miguel Ranch through extensive negotiations with USFWS and CDFG, which mitigation is identified more specifically below;

L. WHEREAS, this Agreement (i) obligates TRIMARK to implement various specific conservation, biological mitigation and take minimization measures set forth in the County Subarea Plan and COUNTY Take Authorizations with respect to San Miguel Ranch, (ii) includes in Section 4 (with the exception of those take minimization measures specified in the COUNTY Take Authorizations) all of the Take mitigation and Take minimization measures required for San Miguel Ranch under the MSCP, the County Subarea Plan and County IA and all of the biological conservation measures provided under CITY's SPA Plan and tentative tract map for the project (and all of the measures otherwise required by the Parties as a condition of transferring the Take Authorizations to CITY), (iii) provides the basis for COUNTY transferring the Take Authorizations to CITY and for the CITY extending Incidental Take authority to TRIMARK in connection with CITY issuing grading permits or other authority to TRIMARK, and (iv) extends Third Party Beneficiary status to TRIMARK in a manner consistent with Section 17 of the County IA and eventually the City IA;

M. WHEREAS, concurrent with the execution of this Agreement, this Agreement is being recorded in the COUNTY recorder's office as required by Section 17.1.A(3) of the County IA and runs with the land and is enforceable against and binding upon TRIMARK and any successor in interest to TRIMARK.

N. WHEREAS, CITY is currently a Non-Participating Local Jurisdiction in the MSCP, but intends to become a Participating Local Jurisdiction in the MSCP and has submitted a Subarea Plan for the CITY ("City Subarea Plan") as part of its applications for Take Authorizations from USFWS and CDFG. On issuance of the Take Authorizations to CITY, the City Subarea Plan will become a component of the regional MSCP;

O. WHEREAS, the MSCP envisions that the biological mitigation and take minimization requirements for San Miguel Ranch under the MSCP would be the same under both the County Subarea Plan and the City Subarea Plan, if and when such subarea plans are adopted;

P. WHEREAS, COUNTY, CITY, USFWS and CDFG intend that the Take Authorizations anticipated to be issued to the CITY in connection with a USFWS and CDFG approved City Subarea Plan will authorize Incidental Take of Covered Species Subject to Incidental Take on San Miguel Ranch in a manner fully consistent with the COUNTY's Take Authorizations, and intend to require the same biological mitigation for San Miguel Ranch for such Incidental Take as required by the COUNTY in its MSCP Subarea Plan and additional conservation as otherwise agreed to by the Parties in this Agreement;

Q. WHEREAS, CITY contemplates annexing portions of lands currently within the COUNTY, including San Miguel Ranch, in the near term;

R. WHEREAS, Section 4 of this Agreement meets and exceeds the biological measures, Take minimization measures and conservation goals of the MSCP and County Subarea plan;

S. WHEREAS, CITY has acknowledged in the July 11, 1996 draft Chula Vista Subarea Plan that the preservation of the 1,852-acre San Miguel North constitutes a significant and extraordinary benefit to the residents of the CITY and the region;

T. WHEREAS, CITY approved a Sectional Planning Area ("SPA") Plan for San Miguel Ranch and certified an Environmental Impact Report for the same in October 1999 and approved a tentative tract map for San Miguel Ranch in February 2000;

U. WHEREAS, TRIMARK desires to implement the approved SPA Plan and the approved tentative tract map for the 743-acre project;

V. WHEREAS, TRIMARK desires to secure Incidental Take authorization for all portions of San Miguel Ranch prior to USFWS and CDFG approval of the City Subarea Plan and issuance of Take Authorizations to CITY under the City Subarea Plan;

W. WHEREAS, it is to the benefit of all Parties that the biological mitigation for the Incidental Take of Covered Species Subject to Incidental Take on San Miguel Ranch become binding on TRIMARK at the earliest possible date.

X. WHEREAS, Section 9.19 of the County IA provides that "In the event land within the County's jurisdiction is annexed to another jurisdiction, an agreement shall be reached between the County, the annexing jurisdiction, USFWS, and CDFG, as part of the annexation process, to ensure that any development of the annexed lands proceeds in accordance with the conservation goals of the MSCP (and, if the annexing jurisdiction is a Participating Local Jurisdiction, the goals of the Jurisdiction's Subarea Plan) and sets forth the resulting responsibilities pursuant to the MSCP agreement and the MSCP as it relates to the annexed land."

Y. WHEREAS, TRIMARK submitted a complete annexation application to LAFCO to annex San Miguel Ranch into the CITY which was approved in April 2000, and as a condition of approval of the annexation, LAFCO has required that an annexation agreement such as this Agreement be executed by the Parties.

Z. WHEREAS, CDFG granted Incidental Take authority to COUNTY under the Natural Community Conservation Planning Act ("NCCP Act");

AA. WHEREAS, CDFG has the authority, consistent with California Code of Regulations Title XIV, § 783.6 among other authority, to approve a transfer of COUNTY's Incidental Take authority under COUNTY's CESA/NCCP Authorization, as such relates to San Miguel Ranch, to CITY;

BB. WHEREAS, pursuant to 50 C.F.R. § 13.25(b), USFWS may approve the partial transfer of COUNTY's ITP to CITY, as such Incidental Take permit authority relates to San Miguel Ranch, provided that USFWS determines that the provisions of § 13.25(b)(1), (2) and (3) are satisfied;

CC. WHEREAS, under the NCCP, MSCP, County Subarea Plan and County IA and in accordance with 50 C.F.R. § 13.25, COUNTY may transfer to CITY authorization for the Incidental Take of Covered Species Subject to Incidental Take prior to CITY adoption and approval of a MSCP Subarea Plan;

NOW, THEREFORE, the Parties enter into this Agreement: (1) to assure that the same biological mitigation, conservation and take minimization measures are imposed upon TRIMARK, and any successors and assigns, by both COUNTY and CITY pursuant to their respective MSCP Subarea Plans through Section 4 of this Agreement and the transferred COUNTY Take Authorizations, as such apply to San Miguel Ranch, (2) to transfer the Take Authorizations, as they apply to San Miguel Ranch, from COUNTY to CITY, for Covered Species Subject to Incidental Take, (3) to enable TRIMARK and its successors and assigns to incidentally Take Covered Species Subject to Incidental Take on San Miguel Ranch in accordance with both the approved development and the conservation activities thereon by extension of CITY's Incidental Take authority to TRIMARK, and (4) to provide TRIMARK with Third Party Beneficiary status under the County IA and, upon approval of the City Subarea Plan by USFWS and CDFG, and issuance of an ITP by USFWS, and issuance of a Section 2835 Take authorization by CDFG, under the City IA.

AGREEMENT

SECTION 1. DEFINITIONS

A. "CESA/NCCP Authorization" means any authorization issued in accordance with the County IA by CDFG under the NCCP Act, CESA, or both.

B. "City IA" means the Implementing Agreement between CITY, USFWS and CDFG executed in connection with the approval of the City Subarea Plan.

C. "Covered Species" means those species within the MSCP Area which will be adequately conserved by the MSCP when the MSCP is implemented through the Subarea Plans

or which will be adequately conserved through the permitting process pursuant to Section 404 of the federal Clean Water Act, 33 U.S.C. § 1344. These species are listed in Exhibit C.

D. "Covered Species Subject to Incidental Take" means those species qualifying as Covered Species Subject to Incidental Take under the County IA and COUNTY Take Authorizations and, upon USFWS and CDFG approval of the City Subarea Plan and issuance of an ITP by USFWS and issuance of an NCCP Take authorization from CDFG to CITY, those species qualifying as Covered Species Subject to Incidental Take under the City IA and ITP.

E. "CWA" means the federal Clean Water Act, also known as the federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended.

F. "Effective Date" means that first date upon which: (1) this Agreement is entered into by the Parties, (2) this Agreement is recorded with the San Diego County Recorder's Office, and (3) a judge has approved a settlement agreement in Case No. 99CV1454-L (LAB), filed in the United States District Court, Southern District of California between the United States of America, acting through the Department of Justice, and the California Native Plant Society ("CNPS") and all other plaintiffs. Notwithstanding the foregoing, the Parties understand and agree that this Agreement will not be deemed effective until the CITY and COUNTY have reviewed said settlement agreement and are satisfied with the terms and provisions of said settlement agreement.

G. "Incidental Take" means both the Take of a Covered Species incidental to and not the purpose of the carrying out of an otherwise lawful activity, as defined in the ESA, and its implementing regulations and the Take of a Covered Species pursuant to a CESA/NCCP Authorization.

H. "ITP" means an incidental take permit under Section 10(a)(1)(B) of the federal Endangered Species Act.

I. "MSCP" means the Multiple Species Conservation Program Plan, a comprehensive habitat conservation planning program which addresses multiple species habitat needs and the preservation of native vegetation for an approximate 900-square mile area in southwestern San Diego County, California.

J. "MSCP Plan Area" consists of approximately 900 square miles in southwestern San Diego County, referred to in the MSCP as the "MSCP Study Area." The MSCP Plan Area is depicted on Exhibit A of the County IA.

K. "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 regulations promulgated pursuant to that Act.

L. "Participating Local Jurisdiction" means any of the local governments identified in Exhibit B of the County IA which prepares and receives USFWS and CDFG approval

of a Subarea Plan, which receives an ITP from USFWS, an NCCP Take authorization from CDFG, and which enters into an Implementing Agreement with the USFWS and CDFG.

M. "County Subarea Plan" means the Multi-Species Conservation Program County of San Diego Subarea Plan Adopted October 22, 1997 prepared by COUNTY to implement the MSCP within its jurisdictional boundaries and reviewed and approved by the USFWS and CDFG.

N. "Take" and "Taking" shall have the meanings provided by the ESA, CESA and the NCCP Act.

All other defined terms not defined herein shall have the meaning provided by the County IA.

SECTION 2. PURPOSES

The purposes of this Agreement are:

A. Consistent with the goals of the MSCP identified in Section 1.3 of the County IA, to assist with the conservation of biodiversity within the MSCP Plan Area and achieve certainty in the land development process for TRIMARK and any of its successors and assigns.

B. To comply with Section 9.19 of the County IA.

C. To ensure that COUNTY's and CITY's biological mitigation requirements for the San Miguel Ranch are the same, as anticipated and provided for in the MSCP, the County Subarea Plan, the City Subarea Plan (not yet approved) and this Agreement.

D. To ensure that a local jurisdiction exists to enforce, and will enforce, the requirements of the MSCP and the County Subarea Plan for the San Miguel Ranch property, as such are fully reflected in Section 4 of this Agreement and the transferred COUNTY Take Authorizations (shown in Exhibit D hereto), as such apply to San Miguel Ranch, with respect to the physical development of the San Miguel Ranch at all times in the future; provided, however, that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, CITY and COUNTY shall not be responsible for ensuring or enforcing the conservation, maintenance, management or monitoring of areas described in Exhibit 1 hereto, or enforcing or ensuring the COUNTY Take Authorizations with respect to such areas, which are to be managed by the National Wildlife Refuge System or other federal or State agency.

E. To transfer the Take Authorizations, as such relate to San Miguel Ranch for all necessary on-site and off-site grading shown in the tentative tract map referenced in Recital T herein, from COUNTY to CITY, thereby enabling CITY to extend such Incidental Take authority to TRIMARK upon issuance of a CITY grading permit to TRIMARK.

F. To ensure a seamless transition in the performance of biological mitigation obligations and conservation measures and use of Incidental Take authorization regardless of whether Incidental Take authorization is being derived from the COUNTY's Take Authorizations, as transferred to CITY under this Agreement, or the CITY's Take Authorizations, should such latter authorizations be issued to CITY by USFWS and CDFG in conjunction with an approval of the City Subarea Plan.

G. To ensure that TRIMARK shall be a Third Party Beneficiary: (1) under the County IA upon the execution of this Agreement and the recordation of same with the San Diego County Recorder's office, and (2) under the City IA should the USFWS and CDFG approve the City Subarea Plan and issue Take Authorizations to CITY.

H. To ensure that the assurances, protections and rights provided by USFWS and CDFG to COUNTY with respect to San Miguel Ranch pursuant to the County IA, which are incorporated by reference into the COUNTY Take Authorizations, are provided to CITY with respect to San Miguel Ranch through transfer of the COUNTY Take Authorizations, as such apply to San Miguel Ranch, from COUNTY to CITY.

I. To ensure that TRIMARK implements all of the mitigation and conservation measures which are its obligation to implement under Section 4 of this Agreement and to ensure that all Parties adhere to their obligations under this Agreement.

J. To ensure that development of the San Miguel Ranch proceeds in accordance with the conservation goals of the MSCP, the COUNTY's Subarea Plan, this Agreement and any future City Subarea Plan.

SECTION 3. REPRESENTATIONS AND WARRANTIES

A. COUNTY.

(i) COUNTY is a "Participating Local Jurisdiction" as defined in the County IA.

(ii) COUNTY has authority to transfer the Take Authorizations, as they apply to San Miguel Ranch, to CITY for Incidental Take of Covered Species Subject to Incidental Take so as to enable CITY to extend such Incidental Take authority to TRIMARK and authorize TRIMARK to incidentally take the Covered Species Subject to Incidental Take pursuant to, and in compliance with, the ESA, CESA and NCCP Act for purposes of implementing the SPA Plan and tentative tract map referenced in Recital T hereto, subject to and in accordance with the terms of the COUNTY's Take Authorizations, County Subarea Plan, County IA and this Agreement.

(iii) Upon (a) the Effective Date of this Agreement, and (b) the recordation of this Agreement, TRIMARK shall be deemed a Third Party Beneficiary under the County IA, and the benefits of Third Party Beneficiary status under Section 17 of the County IA shall extend to TRIMARK, and remain in effect unless, prior to the extension of Incidental Take authority from the CITY to TRIMARK concurrent with CITY's issuance of a grading permit to TRIMARK, TRIMARK alters the project in a manner that increases or substantially alters impacts to biological

resources on, or fails to maintain the biological values of, the land committed for biological mitigation pursuant to this Agreement while TRIMARK owns fee title in such land committed for biological mitigation. If the project is altered in this manner, the Third Party Beneficiary status is automatically extinguished, and the subsequent creation of Third Party Beneficiary status will require biological review and imposition of mitigation for the increased or altered impacts. However, Third Party Beneficiary status shall not be extinguished as a result of impacts to biological values resulting from natural or other causes beyond TRIMARK's control, as determined by the USFWS and CDFG, including fire, flood, storm, and earth movement, or from any prudent action taken by the Third Party Beneficiary to prevent, abate, or mitigate significant injury to the land within San Miguel Ranch resulting from such causes. COUNTY acknowledges that (1) any plant salvage operations approved by CITY and not inconsistent with this Agreement, or (2) any activity within jurisdictional "waters of the United States," as defined by the CWA, which has been approved by CITY and authorized under the CWA, will not result in TRIMARK's loss of Third Party Beneficiary status.

(iv) The portions of San Miguel Ranch covered by the COUNTY's Take Authorizations (and under the terms of the County Subarea Plan and County IA) are shown in Exhibit E hereto.

(v) The biological mitigation and take minimization measures and the conservation goals of the MSCP imposed on TRIMARK and San Miguel Ranch under the MSCP, the County Subarea Plan, the County IA, and COUNTY Take Authorizations are entirely encompassed in Section 4 of this Agreement (including Exhibit 1 thereto, which is incorporated by reference) and the COUNTY Take Authorizations, as such apply to San Miguel Ranch, and COUNTY will look to CITY to enforce only these obligations under Section 4 of this Agreement and the transferred COUNTY Take Authorizations (as such apply to San Miguel Ranch) provided, however, that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, CITY shall not be responsible for enforcing Section 4 or the COUNTY Take Authorizations in those areas owned or managed by the National Wildlife Refuge System or other federal or State agency. CITY has no obligation to enforce any other provision of the County Subarea Plan not otherwise set forth in this Agreement.

(vi) As to those mitigation, minimization and conservation provisions of Section 4 concerning San Miguel Ranch for which TRIMARK has responsibility, COUNTY shall cede and assign its enforcement obligations to CITY as to TRIMARK and its successors and assigns, upon execution of this Agreement. This Subparagraph (vi) shall not apply to those responsibilities or obligations which are that of the National Wildlife Refuge System or other federal or State agency.

(vii) COUNTY agrees that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, neither CITY nor TRIMARK shall be responsible for ensuring that the conservation areas described in Exhibit 1 of Section 4 (Items A(i)-(v)) are properly managed by the National Wildlife Refuge, its employees, agents or subcontractors.

B. CITY.

(i) CITY approved a SPA Plan for San Miguel Ranch in October 1999 (Resolution No. 19631) and approved and certified a Subsequent EIR for the SPA Plan and Tentative Maps in 1999 and 2000, respectively, which imposes biological mitigation measures consistent with, and not exceeding, the mitigation agreed to in Section 4 of this Agreement.

(ii) CITY accepts the transfer of the COUNTY Take Authorizations, as such pertain to the San Miguel Ranch, for Incidental Take of Covered Species Subject to Incidental Take and shall extend such Incidental Take authority to TRIMARK for all 743 acres of San Miguel Ranch concurrent with issuance of grading permits for the San Miguel Ranch provided that no clearing, grading or grubbing activities may be commenced by TRIMARK until and unless TRIMARK is in compliance with Section 6(A) of this Agreement and its mitigation obligations (or has provided the necessary assurances thereof) under Section 4 of this Agreement, as determined by the CITY and USFWS. In this respect CITY and USFWS acknowledge that some elements of the obligations in Section 4 are designed to be implemented subsequent to initial grading. CITY also shall extend Incidental Take authority to TRIMARK through written authorization for activities that may not require a grading permit, such as plant salvage operations, if such activities are necessary to implement the SPA Plan and tentative tract map referenced in Recital T.

(iii) CITY will not impose or require or seek to impose or require any additional biological mitigation measures, take minimization measures, land restrictions, biological avoidances measures or monetary compensation on or from TRIMARK as long as: (1) no such measures are required by CDFG or USFWS to be implemented by the CITY with respect to San Miguel Ranch, or (2) the SPA Plan or tentative tract map for San Miguel Ranch referred to in Recital T of this Agreement is not revised so as to create more significant negative impacts to biological resources such that CITY finds that additional biological mitigation for such impacts is required.

(iv) CITY, as a condition of USFWS and CDFG approving the transfer of the Take Authorizations from COUNTY to CITY, acknowledges that TRIMARK is required to implement a number of the provisions of Section 4 of this Agreement and comply with the transferred Take Authorizations (as such apply to San Miguel Ranch). CITY agrees to exercise its enforcement authority with respect to TRIMARK, and its successors and assigns, in accordance with the provisions of this Agreement and the transferred COUNTY Take Authorizations; provided, however, that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, CITY shall not be responsible for enforcing Section 4 or COUNTY Take Authorization in those areas owned or managed by the National Wildlife Refuge System or other federal or State agency.

(v) CITY agrees to assure funding for implementation of the take mitigation, minimization and conservation measures imposed on TRIMARK under Section 4 of this Agreement and, as applicable, the transferred COUNTY Take Authorizations by enforcing against

TRIMARK the funding obligations set forth in Paragraphs A(vi) and B(v) of Exhibit 1 of this Agreement.

(vi) CITY shall diligently review and, if necessary, provide TRIMARK comments on any biological maintenance or management plans concerning San Miguel Ranch.

C. TRIMARK

(i) TRIMARK has the full right, power and authority to convey, or cause to be conveyed, the fee simple title to the lands described in Paragraphs A(i)-(v) of Exhibit 1 of this Agreement in accordance with the terms of this Agreement.

(ii) TRIMARK, as a condition of USFWS and CDFG approving the transfer of the Take Authorizations from COUNTY to CITY, shall fully implement its obligations under the provisions of Section 4 of this Agreement; provided that CITY extends the Incidental Take authority to TRIMARK for San Miguel Ranch and that TRIMARK is not prevented from completing its grading of San Miguel Ranch by virtue of litigation initiated by a third party. If TRIMARK is prevented from completing this grading by virtue of such litigation, TRIMARK shall only be required to provide the mitigation, minimization and conservation measures required of it under Section 4 to a level commensurate with the Incidental Take on San Miguel Ranch that has already occurred including Take caused by TRIMARK's activities other than grading, and TRIMARK's remaining mitigation, minimization and conservation obligations shall be suspended until such time as TRIMARK is able to resume its grading activities.

(iii) TRIMARK acknowledges that CITY has authority to enforce all of the conservation measures required of TRIMARK in Section 4 of this Agreement and the COUNTY Take Authorizations, as such relate to San Miguel Ranch, upon CITY's extension of its Incidental Take authority to TRIMARK under the Take Authorizations transferred from COUNTY to CITY in accordance with the terms of this Agreement.

(iv) TRIMARK agrees to fully fund the biological conservation measures which are its responsibility to fund under Section 4 of this Agreement through the mechanisms set forth in that Section.

(v) Notwithstanding any provisions of this Agreement, and despite the assurances provided to TRIMARK by USFWS, CDFG, and COUNTY as a Third Party Beneficiary under the County IA and the assurances provided to CITY pursuant to Section 3(D) (vii) and (E) (vii) of this Agreement, if the CITY is required to provide additional conversation, biological mitigation or take minimization measures for the development of San Miguel Ranch as a result of the approval of the City Subarea Plan, TRIMARK shall bear the cost of such additional biological measures; provided that this covenant shall not apply if CITY seeks to require such additional biological measures other than through the City Subarea Plan approval. CITY shall consult with TRIMARK prior to imposing any new additional measures on TRIMARK.

D. CDFG

- (i) CDFG agrees that this Agreement complies with the requirements of Section 9.19 of the County IA.
- (ii) CDFG acknowledges that COUNTY has the authority to transfer to CITY, COUNTY's Take Authorizations, as such relate to San Miguel Ranch and the implementation of the approved SPA Plan and approved tentative tract map.
- (iii) CDFG acknowledges that CITY may extend Incidental Take authority to TRIMARK under the COUNTY's CESA/NCCP Authorization to implement the approved SPA Plan and tentative tract map upon CITY's issuance of a grading permit to TRIMARK. CDFG acknowledges that CITY may extend Incidental Take authority to TRIMARK under the COUNTY's CESA/NCCP Authorization in connection with CITY's approval of activities which do not require a grading permit, such as certain plant salvage operations, if such activities are necessary to implement the SPA Plan and tentative tract map referenced in Recital T.
- (iv) CDFG acknowledges that TRIMARK shall become a Third Party Beneficiary to the County IA upon satisfaction of the conditions of Section 3(A)(iii) of this Agreement and that TRIMARK shall be deemed a Third Party Beneficiary under the City IA upon execution of the same by CDFG; provided that TRIMARK is in compliance with Section 4 of this Agreement.
- (v) CDFG shall not alter or require City to alter or seek to alter or seek to require City to alter the conservation mitigation or impact minimization obligations imposed on TRIMARK pursuant to Section 4 of this Agreement and the COUNTY's transferred Take Authorizations, consistent with TRIMARK having obtained, and continuing to maintain, Third Party Beneficiary status through this Agreement and the transferred COUNTY Take Authorizations.
- (vi) The biological mitigation and Take minimization measures and the conservation goals of the MSCP imposed on TRIMARK and San Miguel Ranch under the MSCP, the County Subarea Plan, the County IA and the COUNTY Take Authorizations are entirely encompassed in Section 4 of this Agreement and the COUNTY Take Authorizations (as such apply to San Miguel Ranch), and CDFG will look to CITY to enforce only those obligations under this Agreement and the transferred COUNTY Take Authorizations; provided, however, that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, CITY shall not be responsible for enforcing Section 4 or the COUNTY Take Authorization in those areas owned or managed by the National Wildlife Refuge System or other federal or State agency. CITY has no obligation to enforce any other provision of the County Subarea Plan not otherwise set forth in this Agreement and the transferred COUNTY Take Authorizations.
- (vii) CDFG agrees that the assurances, protections and rights provided by CDFG to COUNTY with respect to San Miguel Ranch pursuant to the County IA and which are incorporated by reference into the COUNTY Take Authorizations will be provided to CITY with

respect to San Miguel Ranch through transfer of the COUNTY Take Authorizations, as they apply to San Miguel Ranch, from COUNTY to CITY.

(viii) CDFG agrees that, except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, neither CITY, COUNTY nor TRIMARK shall be responsible for ensuring that the conservation areas described in Exhibit 1 (Items A(i)-(v)) are properly conserved, maintained, managed or monitored by the National Wildlife Refuge, its employees, agents or subcontractors and CITY shall not be responsible for enforcing Section 4 as against any entity other than TRIMARK.

(ix) CDFG acknowledges that after approval of the City Subarea Plan by CDFG and USFWS and issuance of Take Authorizations to CITY that cover San Miguel Ranch, CITY shall only be required to enforce its Subarea Plan and Section 4 of this Agreement and the Take Authorizations issued to CITY in conjunction with its Subarea Plan against TRIMARK.

(x) CDFG agrees that the provisions of this Agreement ensure that funding will be available to implement the biological conservation and mitigation measures required of TRIMARK described in Section 4 herein and the COUNTY Take Authorizations transferred to CITY.

(xi) CDFG shall review and provide TRIMARK and CITY with comments on any biological maintenance or management plans concerning San Miguel Ranch which require CDFG review, and shall use its reasonable efforts to do so without delay and in an expedited fashion.

E. USFWS

(i) USFWS agrees that this Agreement complies with the requirements of Section 9.19 of the County IA;

(ii) USFWS acknowledges that COUNTY has the authority to transfer to CITY, COUNTY's Take Authorizations, as such relate to San Miguel Ranch and the implementation of the approved SPA Plan and approved tentative tract map.

(iii) USFWS acknowledges that CITY may extend Incidental Take authority to TRIMARK under the COUNTY's MSCP ITP to implement the approved SPA Plan and tentative tract map upon CITY's issuance of a grading permit to TRIMARK. USFWS acknowledges that CITY may extend Incidental Take authority to TRIMARK under the COUNTY's MSCP ITP in connection with CITY's approval of activities which do not require a grading permit, such as certain plant salvage operations, if such activities are necessary to implement the SPA Plan and tentative tract map referenced in Recital T.

(iv) USFWS acknowledges that TRIMARK shall become a Third Party Beneficiary to the County IA upon satisfaction of the conditions of Section 3(A)(iii) of this

Agreement and that TRIMARK shall be deemed a Third Party Beneficiary under the City IA upon execution of the same by USFWS; provided that TRIMARK is in compliance with Section 4 of this Agreement.

(v) USFWS shall not alter or require CITY to alter or seek to alter or seek to require CITY to alter the conservation, mitigation or impact minimization obligations imposed on TRIMARK pursuant to Section 4 of this Agreement and the COUNTY's transferred Take Authorizations, consistent with TRIMARK having obtained, and continuing to maintain, Third Party Beneficiary status through this Agreement and the transferred COUNTY Take Authorizations.

(vi) The biological mitigation and Take minimization measures and the conservation goals of the MSCP imposed on TRIMARK and San Miguel Ranch under the MSCP, the County Subarea Plan, the County IA and the COUNTY Take Authorizations are entirely encompassed in Section 4 of this Agreement and the COUNTY Take Authorizations (as such apply to San Miguel Ranch), and USFWS will look to CITY only to enforce those obligations under this Agreement and the transferred COUNTY Take Authorizations; provided, however, that except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, CITY shall not be responsible for enforcing Section 4 or the COUNTY Take Authorization in those areas owned or managed by the National Wildlife Refuge System or other federal or State agency. CITY has no obligation to enforce any other provision of the County Subarea Plan not otherwise set forth in this Agreement and the transferred COUNTY Take Authorizations.

(vii) USFWS agrees that the assurances, protections and rights provided by USFWS to COUNTY with respect to San Miguel Ranch pursuant to the County IA and which are incorporated by reference into the COUNTY Take Authorizations will be provided to CITY with respect to San Miguel Ranch through transfer of the COUNTY Take Authorizations, as they apply to San Miguel Ranch, from COUNTY to CITY.

(viii) USFWS agrees that, except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, neither CITY, COUNTY nor TRIMARK shall be responsible for ensuring that the conservation areas described in Exhibit 1 of Section 4 (Items A(i)-(v)) are properly conserved, maintained, managed or monitored by the National Wildlife Refuge, its employees, agents or subcontractors and CITY shall not be responsible for enforcing Section 4 or the COUNTY's Take Authorizations as against any entity other than TRIMARK.

(ix) USFWS acknowledges that after approval of the City Subarea Plan by CDFG and USFWS and issuance of Take Authorizations to CITY that cover San Miguel Ranch, CITY shall only be required to enforce its Subarea Plan and Section 4 of this Agreement and the Take Authorizations issued to CITY in conjunction with its Subarea Plan against TRIMARK.

(x) USFWS agrees that the provisions of this Agreement ensure that funding will be available to implement the biological conservation and mitigation measures required

of TRIMARK described in Section 4 herein and the COUNTY Take Authorizations transferred to CITY.

(xi) USFWS shall review and provide TRIMARK and CITY with comments on any biological maintenance or management plans concerning San Miguel Ranch which require USFWS review, and shall use its reasonable efforts to do so without delay and in an expedited fashion.

(xii) USFWS shall use its reasonable efforts to expedite the review of the City of Chula Vista's ITP application, including the IA, and intends to place the notice of availability of a habitat conservation plan and receipt of an application for an ITP for the City of Chula Vista, San Diego County, California in the *Federal Register* by March 1, 2001, and anticipates a permit decision by July 1, 2001.

(xiii) USFWS agrees that Conditions E and K of the "Special Terms and Conditions" of the ITP issued to COUNTY (PRT-840414) shall not apply to CITY as part of the transferred COUNTY Take Authorizations. USFWS acknowledges that equivalent protections to these two Special Conditions are provided by this Agreement.

(xiv) As soon as practicable after the Effective Date, USFWS shall ensure that \$165,000 of funds held by the National Fish and Wildlife Foundation ("NFWF") in Account No. 2400-6220 are immediately made available for the management and monitoring by USFWS of the Otay tarplant populations located in the open space areas referenced in Paragraphs A(ii)-(v) of Exhibit 1 to this Agreement.

(xv) Subsequent to the Effective Date, except for the construction and maintenance of the two trails identified in Paragraph A(ii) and (iv) of Exhibit 1 hereto and the construction (but not the maintenance) of the associated fencing for such trails, USFWS shall undertake the maintenance, management and monitoring of the species and habitats within the open space areas referenced in Paragraphs A(i)-(v) of Exhibit 1 in a manner consistent with the conservation goals of the MSCP and the County Subarea Plan, as explained more fully in Section 4 of this Agreement.

SECTION 4. BIOLOGICAL CONSERVATION, MITIGATION AND IMPACT MINIMIZATION MEASURES

A. TRIMARK shall implement the conservation, mitigation and impact minimization measures set forth in Exhibit 1 attached hereto and fully incorporated herein by this reference. All Parties recognize that the level of conservation TRIMARK is undertaking pursuant to this Agreement exceeds the requirements of the County Subarea Plan and the requirements of the City Subarea Plan. As part of this Agreement and as set forth in more detail in the Donation of Lands Agreement and Option to Purchase Agreement referenced in Paragraphs A(iv) and (v) of Exhibit 1 of this Agreement, TRIMARK is receiving certain rights to sell mitigation "credits," and USFWS and CDFG are making "best efforts" commitments to obtain funding to purchase 5.174

acres of land within San Miguel Ranch to compensate TRIMARK at fair market value for its conservation of those lands and the corresponding loss of otherwise developable residential lots.

B. Subsequent to the Effective Date, USFWS shall prepare a management plan for the species and habitats within the open space areas referenced in Paragraphs A(i)-(v) of Exhibit 1 to Section 4, consistent with the National Wildlife Refuge System Administration Act of 1966, Refuge Recreation Act of 1962, the ESA, and Executive Order 12996 (Management and General Public Use of the National Wildlife Refuge System). USFWS shall prepare a Comprehensive Management Plan and step down refuge management plan. The USFWS has determined that management in accordance with these statutes and the Executive Order is consistent with the conservation goals of the MSCP and the County Subarea Plan. Accordingly, the USFWS shall manage the areas referenced in Paragraph A(i)-(v) in accordance with the Comprehensive Management Plan and step down refuge management plan and shall include in its annual budget requests sufficient funds to fulfill those obligations consistent with the MSCP and the County Subarea Plan. Notwithstanding anything to the contrary in this Agreement, CITY shall not be required to enforce any of the plans referenced in this Section 4(B).

C. This Agreement supersedes the provisions of the San Miguel Ranch SPA Plan Environmental Impact Report/Mitigation, Monitoring and Reporting Program, and other related CITY project approvals, with respect to TRIMARK's obligation to prepare and CITY's obligation to approve (1) a management plan for the Otay tarplant preserves, and (2) an area-specific management plan for natural open space areas on San Miguel Ranch. Unless superseded by this Agreement, TRIMARK will comply with all of the provisions of the San Miguel Ranch SPA Plan Environmental Impact Report/Mitigation, Monitoring and Reporting Program and other CITY conditions of approval.

SECTION 5. TRANSFER OF TAKE AUTHORIZATION FROM COUNTY TO CITY

A. USFWS recognizes that this Agreement qualifies as a "joint submission" of CITY and COUNTY under 50 C.F.R. § 13.25.

B. On the Effective Date, USFWS shall provide CITY with a new ITP identifying CITY as the permittee of the transferred portion of the COUNTY's ITP relating to San Miguel Ranch. The ITP issued to CITY will be in the form attached hereto at Exhibit E, except that CITY shall be identified as the "permittee", a new permit number will be provided and Conditions E and K of the "Special Terms and Conditions" of the COUNTY ITP shall not be included.

C. COUNTY hereby transfers the Take Authorizations issued to COUNTY for the San Miguel Ranch property to CITY.

D. CDFG approves the transfer of the Take Authorizations issued to COUNTY under the NCCP Act for the San Miguel Ranch property to CITY.

E. CDFG acknowledges and confirms that CITY, having received the Take Authorizations described in this Agreement from COUNTY, may extend the Incidental Take

authority to TRIMARK subsequent to the execution of this Agreement by all Parties and subject to Section 8 of this Agreement.

SECTION 6. TAKE AUTHORIZATION FROM CITY

A. Concurrent with any issuance of a grading permit to TRIMARK for the area of San Miguel Ranch east of the proposed location of State Route 125, CITY shall extend Incidental Take authority to TRIMARK for all 743 acres of San Miguel Ranch provided that TRIMARK is in compliance with all of its obligations under Section 4 of this Agreement and the requirements of the transferred COUNTY Take Authorizations. TRIMARK shall not utilize the Incidental Take authority under this Section 6(A) unless TRIMARK has first obtained a grading permit for such activity from CITY, or CITY provides other authorization to TRIMARK for activities on San Miguel Ranch which could result in Incidental Take of Covered Species. CITY shall not unreasonably withhold authorization to TRIMARK: (1) to salvage or relocate sensitive plant species on San Miguel Ranch, or (2) to conduct activities within "waters of the United States," as defined by the CWA, if such latter activities are authorized under the CWA and approved by CITY.

B. Upon approval of the City Subarea Plan by CITY, USFWS and CDFG and the related issuance of Take Authorizations to CITY by USFWS and CDFG: (1) CITY shall automatically extend to TRIMARK and TRIMARK shall accept the Incidental Take authority for the Covered Species Subject to Incidental Take from CITY for all 743 acres of San Miguel Ranch, pursuant to the City Subarea Plan, City IA and CITY Take Authorization, and (2) CITY shall be deemed to have extended Third Party Beneficiary status to TRIMARK under the City IA at such time, provided that TRIMARK is in compliance with all of its obligations under Section 4 of this Agreement and the requirements of the transferred COUNTY Take Authorizations. At such time, TRIMARK's Incidental Take authority derivative of the COUNTY's Take Authorizations shall not be relied upon further for subsequent Incidental Take activities.

C. TRIMARK's obligations, covenants and responsibilities under this Agreement shall not be in effect until CITY issues the grading permit to TRIMARK for those portions of San Miguel Ranch east of the proposed alignment for State Route 125 and extends the Incidental Take authority for all 743 acres of San Miguel Ranch to TRIMARK. Unless waived by TRIMARK in writing, if CITY has not issued such a grading permit(s) and accompanying Incidental Take authority to TRIMARK by December 22, 2000, TRIMARK shall have no obligation or responsibility to perform under this Agreement.

SECTION 7. ALLOCATION OF CREDIT FOR CONSERVATION VALUE OF SAN MIGUEL NORTH

Given the unique history and relationship of San Miguel North and San Miguel Ranch, CITY and COUNTY agree that either CITY or COUNTY, or both, may reflect credit in their respective subarea plans and habitat accounting systems for the full amount of open space acreage contained in both San Miguel North and San Miguel Ranch; provided that if CITY or COUNTY, or both, reflect(s) such credit, such party or parties also shall reflect the acreage and habitat types lost through the full approved development of San Miguel Ranch, as such is developed. If either CITY

or COUNTY, or both, reflect(s) such credit, such party shall note in its public record-keeping of MSCP lands developed and conserved a notation that San Miguel Ranch may constitute a double-entry in the Habitat accounting system.

SECTION 8. CONDITION PRECEDENT.

This Agreement shall not be effective until: (1) the Parties execute this Agreement, (2) record the same with the San Diego County Recorder's Office, and (3) a judge has approved a settlement agreement in Case No. 99CV1454-L (LAB), filed in the United States District Court, Southern District of California. Notwithstanding the foregoing, the Parties understand and agree that this Agreement will not be deemed effective until the CITY and COUNTY have reviewed said settlement agreement and are satisfied with the terms and provisions of said settlement agreement.

SECTION 9. FORCE MAJEURE

In the event that TRIMARK is wholly or partially prevented from performing obligations under this Agreement because of unforeseeable causes beyond the reasonable control of and without the fault or negligence of TRIMARK ("force majeure"), including but not limited to acts of God, labor disputes, sudden actions of the elements, or actions of federal or State agencies or other local jurisdictions, TRIMARK shall be excused from whatever performance is affected by such unforeseeable cause to the extent so affected, and such failure to perform shall not be considered a material violation or breach, provided that nothing in this Section shall be deemed to authorize TRIMARK to violate ESA or CESA, and provided further that:

(A) The suspension of performance is of no greater scope and no longer duration than is required by the force majeure;

(B) Within two weeks after the occurrence of the force majeure TRIMARK gives CITY written notice describing the particulars of the occurrence;

(C) TRIMARK uses its best efforts to remedy its inability to perform (however, this paragraph shall not require the settlement of any strike, walk-out, lock-out or other labor dispute on terms which in the sole judgment of TRIMARK are contrary to its interest); and

(D) When TRIMARK is able to resume performance of its obligations, TRIMARK shall give CITY written notice to that effect.

(E) The Incidental Take authority extended to TRIMARK shall not be effective during any period during which TRIMARK has suspended performance under this Section 9.

SECTION 10. SUCCESSORS AND ASSIGNS

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

SECTION 11. RECITALS AND EXHIBITS

All Recitals and Exhibits of this Agreement are incorporated herein and are part of this Agreement.

SECTION 12. ATTORNEYS' FEES

If any action at law or equity, including any action for declaratory relief, is brought by any of the Parties against any other Party to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorneys' fees and costs.

SECTION 13. 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.

SECTION 14. AVAILABILITY OF FUNDS**A. Federal Funds**

(i) Implementation of this Agreement by USFWS is subject to 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 USFWS will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

B. State Funds

(i) Implementation of this Agreement by CDFG 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 by the State of California. The Parties acknowledge that CDFG will not be required under this Agreement to expend any State of California agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

SECTION 15. NOTICE

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

NNP - TRIMARK SAN MIGUEL RANCH, LLC
85 Argonaut
Suite 205
Aliso Viejo, CA 92656
Attn: Stephen Hester

THE COUNTY OF SAN DIEGO
Chief Administrative Officer
1600 Pacific Highway, Room 209
San Diego, California 92101

THE CITY OF CHULA VISTA
276 4th Avenue
Chula Vista, CA 91910
Attn: City Manager

U.S. FISH & WILDLIFE SERVICE
2730 Loker Avenue West
Carlsbad, CA 92008
Attn: Field Supervisor

CALIFORNIA DEPARTMENT OF FISH & GAME
4949 Viewridge
San Diego, CA 92123
Attn: MSCP Program Supervisor
with a copy to:
California Department of Fish & Game
Legal Division
1416 Ninth Street, Room 1335
Sacramento, CA 95814

SECTION 16. ENTIRE AGREEMENT

Except for: (1) the indemnification agreement approved by Resolution 2000-483 of the City of Chula Vista, (2) the indemnification agreement approved by the County of San Diego, and (3) those Donation of Land agreements and Option to Purchase agreement referred to in Paragraph A of Exhibit 1 to Section 4 of this Agreement, this Agreement supersedes any and all other Agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other party that is not embodied herein.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the ESA, CESA, the NCCP Act and other applicable federal and California laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated: Dec 20, 2000

CITY OF CHULA VISTA, a

By:

Patty Davis

Title:

Deputy Mayor

Dated: Dec. 19, 2000

COUNTY OF SAN DIEGO, a political subdivision of the State of California

By:

Thomas J. Pastuszka

Title:

Thomas J. Pastuszka
Clerk of the Board of Supervisors

Dated: _____, 2000

UNITED STATES FISH AND WILDLIFE SERVICE, an agency of the Department of Interior of the United States of America

By:

Michael Spear

Title:

Dated: _____, 2000

CALIFORNIA DEPARTMENT OF FISH AND GAME, a subdivision of the California Resources Agency of the State of California

By:

Title:

Approved and/or authorized by the Board of Supervisors of the County of San Diego

Date: 12/13/2000 Minute Order No. 31

THOMAS J. PASTUSZKA

Clerk of the Board of Supervisors

By Grace Amador

Deputy Clerk

SECTION 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the ESA, CESA, the NCCP Act and other applicable federal and California laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated: _____, 2000

CITY OF CHULA VISTA, a

By: _____
Title: _____

Dated: _____, 2000

COUNTY OF SAN DIEGO, a political subdivision
of the State of California

By: _____
Title: _____

Dated: DEC 19 2000, 2000

UNITED STATES FISH AND WILDLIFE
SERVICE, an agency of the Department of Interior
of the United States of America

Elizabeth H. Stevens

By: Elizabeth H. Stevens

Title: Michael Spear
Acting Manager CA/NV Operations Office

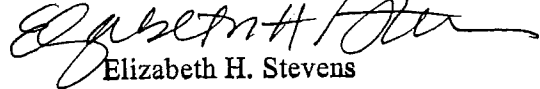
Dated: _____, 2000

CALIFORNIA DEPARTMENT OF FISH AND
GAME, a subdivision of the California Resources
Agency of the State of California

By: _____
Title: _____

Pursuant to 50 C.F.R. Section 13.25(b), the United States Fish and Wildlife Service finds that the requirements for approving a partial transfer of ITP No. _____ have been met and hereby approves the transfer from the County of San Diego to the City of Chula Vista that part of ITP No. _____ which covers the San Miguel Ranch.

United States Fish and Wildlife Service



By: _____
Elizabeth H. Stevens

Michael Spear

Title: ~~Manager~~, California/Nevada Operations
~~Office~~

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: CATHY S. GALLETTA

Commission Number: 1716981 Date Commission Expires: 5-1-03

County Where Bond is Filed: SACRAMENTO

Manufacturer or Vendor Number: MGC1
(Located on both sides of the notary seal border)

Signature:  CITY of Chula Vista
Firm Name (if applicable)

Place of Execution: SAN DIEGO Date: 12-21-00

STATE OF CALIFORNIA)
COUNTY OF Sacramento)

ss.

On December 19, 2000 before me, Cathy S. Galletta,
notary public in and for said State, personally appeared Elizabeth H. Stevens,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Cathy S. Galletta



STATE OF CALIFORNIA)
COUNTY OF _____)

ss.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SECTION 17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the ESA, CESA, the NCCP Act and other applicable federal and California laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated: _____, 2000

CITY OF CHULA VISTA, a

By: _____
Title: _____

Dated: _____, 2000

COUNTY OF SAN DIEGO, a political subdivision
of the State of California

By: _____
Title: _____

Dated: _____, 2000

UNITED STATES FISH AND WILDLIFE
SERVICE, an agency of the Department of Interior
of the United States of America

By: _____
Michael Spear
Title: _____

Dated: 12/20, 2000

CALIFORNIA DEPARTMENT OF FISH AND
GAME, a subdivision of the California Resources
Agency of the State of California

By: Ronald P. Rempel
Title: Deputy Director

Approved as to legal form:

Michael R. Valentine Date: 12-20-00
Michael R. Valentine
General Counsel

GOVERNMENT CODE 27361.7

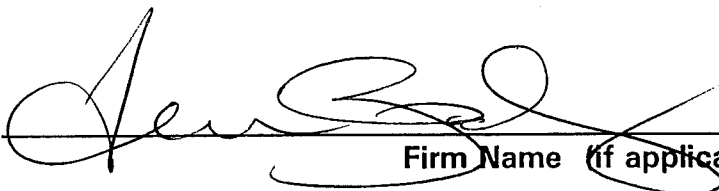
I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: JANETTE M. WILCOX

Commission Number: 1229405 Date Commission Expires: 7-19-03

County Where Bond is Filed: SACRAMENTO

Manufacturer or Vendor Number: NNA1
(Located on both sides of the notary seal border)

Signature:  CITY OF CHULA VISTA
Firm Name (if applicable)

Place of Execution: SAN DIEGO Date: 12-21-00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

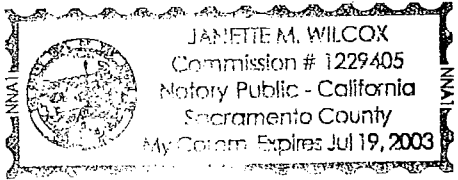
State of California }
County of SACRAMENTO } ss.

On 12/20/2000, before me, JANETTE M. WILCOX
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RONALD D. REMPEL
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janette M Wilcox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____


Signer Is Representing: _____




8101

Dated: Dec. 19, 2000

NNP-TRIMARK SAN MIGUEL RANCH, LLC
A Delaware limited liability company

By: 
Stephen E. Hester
Its: Vice President

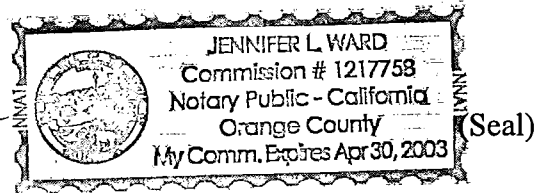
By: 
DEREK C. THOMAS
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF Orange) ss.

On 12/19/00 before me, Jennifer L. Ward, a notary public in and for said State, personally appeared Alfred E. Hart personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jennifer L. Ward



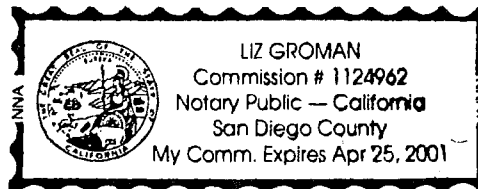
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On 19 December 2000 before me, LIZ GROMAN, a notary public in and for said State, personally appeared DEREK C. THOMAS personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Liz Groman

(Seal)



GOVERNMENT CODE 27361.7


I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: JENNIFER L WARD

Commission Number: 1217758 Date Commission Expires: 4-30-03

County Where Bond is Filed: ORANGE

Manufacturer or Vendor Number: NNA 1
(Located on both sides of the notary seal border)

Signature:  CITY OF CANTON VERONA
Firm Name (if applicable)

Place of Execution: SAN DIEGO Date: 12-21-00

Exhibit 1

**Conservation, Mitigation and Impact Minimization Measures
to be Implemented by TRIMARK**

A. **CONSERVATION.** TRIMARK shall assure the conservation of approximately 346 acres of biologically important habitat located partly on San Miguel Ranch and partly on San Miguel North, respectively, as follows.

(i) San Miguel Mitigation Parcel. As soon as practicable after the Effective Date and subject to Section 6(C) of this Agreement, TRIMARK shall cause the transfer, in fee, of approximately 166 acres located in San Miguel North, as depicted on Exhibit F and legally described on Exhibit G (the "San Miguel North Mitigation Parcel") to the United States of America for inclusion in the San Diego National Wildlife Refuge. As of the date that CITY has extended the Incidental Take authority to TRIMARK, the San Miguel North Mitigation Parcel shall only be utilized in a manner consistent with conservation purposes and shall be fully accessible to the managers and employees/subcontractors of the San Diego National Wildlife Refuge, who shall be entitled to take any actions they deem appropriate for conservation management. The San Miguel North Mitigation Parcel is not being annexed into CITY at this time; accordingly, notwithstanding any provision to the contrary in this Agreement, CITY shall not be responsible for enforcing this Paragraph A(i).

(ii) Eastern Open Space. Prior to issuance of a grading permit, TRIMARK shall enter into a "Donation of Land" agreement with the United States of America covering approximately 101 acres in the eastern portion of San Miguel Ranch, as depicted on Exhibit H (the "Eastern Open Space"). TRIMARK shall restrict its activities in the Eastern Open Space to those consistent with conservation purposes, except that establishment of a joint pedestrian/equestrian trail in the approximate location shown on the San Miguel Ranch tentative tract map shall be permitted and limited encroachment along the boundary between the Eastern Open Space and development within San Miguel Ranch shall be allowed to address the fact that minor variations from the approved tentative tract map are likely to occur during project construction. Although TRIMARK shall endeavor to keep such encroachments to the minimum practicable, the Parties agree that any encroachments within the area shown as Parcel B-1 and Parcel B-2 in Exhibit H to this Agreement may occur without any further consultation or concurrence by COUNTY, CITY, USFWS or CDFG. Any encroachments into the Eastern Open Space Area beyond those within Parcel B-1 or Parcel B-2 may only occur with the prior concurrence of USFWS, which shall evaluate whether such encroachment has more than a de minimus impact on biological resources. If USFWS concurs with such encroachment, TRIMARK shall provide an offsetting amount of undisturbed vegetation (beyond the minimum required to ensure that a total of 181 is preserved within the total of the Eastern, Central and Western Open Space Areas) be contained within the Eastern Open Space. The Donation of Land agreement will also provide for a right of access in favor of the San Diego National Wildlife Refuge's managers, employees and subcontractors that allows them to undertake any actions they deem appropriate for conservation management of the Eastern Open Space and will provide for continued access for TRIMARK and its employees and contractors for purposes of fulfilling obligations of TRIMARK under Section 4 and this Exhibit 1. The actual boundaries of the Eastern Open Space area transferred to the United States shall be adjusted to exclude any areas where encroachment occurred consistent with the terms of the Donation of Land agreement and to include areas containing an offsetting amount of undisturbed vegetation. Such "offset" areas shall be selected by TRIMARK in consultation with USFWS and CDFG. Upon completion of the development of San Miguel Ranch, additional natural open space remaining in or adjacent to Parcel

B-1 and Parcel B-2 which was not utilized for the development or used as an "offset" area shall be donated to the National Wildlife Refuge System.

(iii) Central Open Space. Prior to issuance of a grading permit, TRIMARK shall enter into a "Donation of Land" agreement with the United States of America over approximately 24 acres of in the central portion of San Miguel Ranch, as depicted on Exhibit I and legally described on Exhibit I (the "Central Open Space"). TRIMARK shall restrict its activities in the Central Open Space to those consistent with conservation purposes, except that all parties recognize and acknowledge that a portion of the Central Open Space is already subject to a San Diego Gas & Electric power line easement, and limited encroachment along the boundary between the Central Open Space and development within San Miguel Ranch (including proposed future SR-125) shall be allowed to address the fact that minor variations from the approved tentative tract map are likely during project construction. Although TRIMARK shall endeavor to keep such encroachments to the minimum practicable, the Parties agree that any encroachments within the area shown as Parcel A-1 in Exhibit I to this Agreement may occur without any further consultation or concurrence by COUNTY, CITY, USFWS or CDFG. Any encroachments into the Central Open Space Area beyond those within Parcel A-1 may only occur with the prior concurrence of USFWS, which shall evaluate whether such encroachment has more than a de minimus impact on biological resources. If USFWS concurs with such encroachment, TRIMARK shall provide an offsetting amount of undisturbed vegetation (beyond the minimum required to ensure that a total of 181 is preserved within the total of the Eastern, Central and Western Open Space Areas) be contained within the Central Open Space. The Donation of Land agreement will also provide for a right of access in favor the San Diego National Wildlife Refuge's managers, employees and subcontractors that allows them to undertake any actions they deem appropriate for conservation management of the Central Open Space and will provide for continued access for TRIMARK and its employees and contractors for purposes of fulfilling obligations of TRIMARK under Section 4 and this Exhibit 1. The actual boundaries of the Central Open Space area transferred to the United States shall be adjusted to exclude any areas where encroachment occurred consistent with the term of the conservation easement and to include areas containing an offsetting amount of undisturbed vegetation. Such "offset" areas shall be selected by TRIMARK in consultation with USFWS and CDFG. Upon completion of the development of San Miguel Ranch, additional natural open space remaining in or adjacent to Parcel A-1 which was not utilized for the development or used as an "offset" area shall be donated to the National Wildlife Refuge System.

(iv) Western Open Space. Prior to issuance of a grading permit, TRIMARK shall enter into a "Donation of Land" agreement with the United States of America over approximately 57 acres in the western portion of San Miguel Ranch, as depicted on Exhibit J (the "Western Open Space"). TRIMARK shall restrict its activities in the Western Open Space to those consistent with conservation purposes, except that establishment of a pedestrian trail in the approximate location shown on the San Miguel Ranch tentative tract map shall be permitted and a limited right of encroachment along the boundary between the Western Open Space and development within San Miguel Ranch shall be allowed to address the fact that minor variations from the approved tentative tract map are likely to occur during project construction. Although TRIMARK shall endeavor to keep such encroachments to the minimum practicable, the Parties agree that any encroachments within the areas shown as Parcel C-1, Parcel D-1, Parcel E-1, Parcel E-2, Parcel F-1, and Parcel G-1, in Exhibit J to this Agreement may occur without any further consultation or concurrence by COUNTY, CITY, USFWS or CDFG. Any encroachments into the Western Open Space Area beyond those within Parcel C-1, Parcel D-1, Parcel E-1, Parcel E-2, Parcel F-1 and Parcel G-1 may only occur with the prior concurrence of USFWS, which shall evaluate whether such encroachment has more than a de minimus impact on biological resources. If USFWS concurs with such

encroachment, TRIMARK shall provide an offsetting amount of undisturbed vegetation (beyond the minimum required to ensure that a total of 181 is preserved within the total of the Eastern, Central and Western Open Space Areas) be contained within the Western Open Space. The Donation of Land agreement will also provide for a right of access in favor the San Diego National Wildlife Refuge's managers, employees and subcontractors that allows them to undertake any actions they deem appropriate for conservation management of the Western Open Space and will provide for continued access for TRIMARK and its employees and contractors for purposes of fulfilling obligations of TRIMARK under Section 4 and this Exhibit 1. The actual boundaries of the Western Open Space area transferred to the United States shall be adjusted to exclude any areas where encroachment occurred consistent with the terms of the Donation of Land agreement and to include areas containing an offsetting amount of undisturbed vegetation originally outside the boundaries the Western Open Space. Such "offset" areas shall be selected by TRIMARK in consultation with USFWS and CDFG. Upon completion of the development of San Miguel Ranch, additional natural open space remaining in or adjacent to Parcel C-1, Parcel D-1, Parcel E-1, Parcel E-2, Parcel F-1 and Parcel G-1 which was not utilized for the development or used as an "offset" area shall be donated to the National Wildlife Refuge System.

(v) Additional Tarplant Acreage. Prior to issuance of a grading permit, TRIMARK shall enter into an Option to Purchase agreement with the United States of America covering approximately 5.174 acres adjacent to the Western Open Space Area of San Miguel Ranch, as depicted on Exhibit K and legally described on Exhibit K (the "Additional Tarplant Acreage"). The Option to Purchase agreement shall have an initial term of five (5) years and shall allow for two automatic five (5) year extensions. If, at the end of fifteen (15) years, the USFWS, despite its best efforts to secure funding to exercise its acquisition rights under the Option Purchase agreement and despite CDFG's best efforts to secure funding for the same, has failed to acquire the Additional Tarplant Acreage, TRIMARK shall enter into a Donation of Land agreement with the United States of America, thereby ensuring that the Additional Tarplant Acreage is preserved in perpetuity. The Option to Purchase Agreement will also provide a right of access in favor of the San Diego National Wildlife Refuge's managers, employees and subcontractors that allows them to undertake actions they deem appropriate for conservation management of the Additional Tarplant Acreage during this interim phase.

(vi) Funding for Management Efforts. Concurrent with issuance of a grading permit for all areas of San Miguel Ranch east of proposed SR-125, TRIMARK shall deposit \$190,000 into a National Fish and Wildlife Foundation account identified by USFWS. One year from the date a grading permit is issued, TRIMARK shall deposit an additional \$190,000 in the same account. Said funds are to be used only for management efforts within the areas described in Paragraphs A(ii) through (v) of this Exhibit 1, and primarily for the management of the Otay tarplant. Prior to issuance of a grading permit, TRIMARK shall post a performance bond in the amount of \$190,000 in favor of CITY to ensure that funding will be available to meet TRIMARK's obligation to provide the second and final payment of \$190,000 to the NFWF account one year after the first grading permit is issued.

(vii) The Parties acknowledge that the utilization of approximate acreages in Paragraphs A(ii)-(iv) above is intended to reflect the fact that TRIMARK's true obligation is to ensure that at least a minimum of 169 acres, plus an additional approximately 12 acres, is to be provided collectively within the Eastern, Central and Western Open Space Areas, which distribution ensures that the original 37-acre tarplant preserve areas are preserved and which additional 12 acres constitute added areas of actual and potential tarplant habitat in the Western Open Space Area consisting of existing approved residential development. Therefore, the Parties acknowledge that

the final acreages used in the Donation of Lands agreements may vary, as long as these basic principles are followed.

(viii) TRIMARK shall construct and maintain the two trails identified in Paragraph A(ii) and (iv) of this Exhibit and shall construct (but not be responsible for maintaining) the associated fencing for such trails.

B. MITIGATION. In addition to the conservation measures in Section 4.A. above, TRIMARK has undertaken or will undertake the following mitigation for anticipated biological impacts:

(i) Seed Collection. TRIMARK has caused its biological consultants to collect seed from a substantial number of Otay tarplants within the San Miguel Ranch development footprint. Approximately half of the seed is being held by the Rancho Santa Ana Botanical Gardens, and half is being held by TRIMARK's biological consultant. Except for a small amount of seed reserved for the use of the Rancho Santa Ana Botanical Gardens, the collected seed shall be made available to managers, employees and subcontractors of the San Diego National Wildlife Refuge for use in their conservation management activities.

(ii) Barrel Cactus Relocation. TRIMARK is in the process of implementing a San Diego barrel cactus salvage and transplant program to ensure that all cactus over one (1) inch crown in diameter within the San Miguel Ranch development footprint are salvaged and transplanted. TRIMARK shall complete implementation of the cactus salvage and transplant program in accordance with the San Diego Barrel Cactus Translocation Plan for San Miguel Ranch South substantially in the form as attached as Exhibit L hereto. No San Diego barrel cactus designated for salvage shall be impacted by development grading.

(iii) Wetland Creation/Enhancement. TRIMARK shall implement a wetland creation/enhancement program within open space on San Miguel Ranch in accordance with the Mitigation and Monitoring Program (dated October 26, 2000) submitted to CITY, CDFG and United States Army Corps of Engineers.

(iv) Revegetation of Roadway Slopes. TRIMARK has incorporated into its Master Landscape Plan the planting of coastal sage scrub in appropriate locations along roadway slopes and will implement such revegetation efforts in accordance with the Master Landscape Plan.

(v) Initial Fence Establishment. TRIMARK shall provide construction fencing to separate between grading areas and open space areas referenced in Paragraph A(ii)-(v) herein. TRIMARK shall install the permanent fencing along the borders of the lands described in Paragraph A(ii) - (v) herein in accordance with the San Miguel Ranch South Open Space Preserve Fencing Plan substantially in the form as attached as Exhibit M hereto. TRIMARK shall not be responsible for maintaining, monitoring, repairing or replacing this fencing. Prior to issuance of a grading permit, TRIMARK shall post a performance bond in the amount of \$190,000 in favor of CITY to ensure that funding will be available to meet TRIMARK's obligation to install the permanent fencing.

C. IMPACT MINIMIZATION. In addition to the conservation measures set forth in Paragraph A above and the mitigation measures set forth in Paragraph B above, TRIMARK shall undertake the following measures to minimize biological impacts:

(i) Use of Non-Invasive Plant Species. TRIMARK shall utilize non-invasive plants in landscaping areas outside of actual lot boundaries for all areas bordering the Eastern, Central and Western Open Space Areas. TRIMARK will not utilize iceplant in lieu of fire-resistant native plant species. TRIMARK shall arrange for the homeowners' association(s) within San Miguel Ranch to provide an informational packet to new homeowners: (1) encouraging them to use non-invasive plant species in their landscaping adjacent to the natural open space areas described in Paragraph A(ii)-(v) hereto, and (2) explaining the detrimental effects of the Argentine ant on species in the natural open space areas and recommending measures for eradicating this ant species from residential properties.

(ii) TRIMARK shall ensure that the residential community CC&R's will prohibit the use of invasive ornamental plant species on slopes adjacent to the open space areas referenced in Paragraph (A)(ii)-(v) herein.

(iii) TRIMARK shall ensure that the managing entity for the open space areas referenced in Paragraph A(ii)-(v) herein is granted an easement within the adjacent slopes for the purpose of removing those invasive species which are prohibited from being planted under the CC&R's referenced in Paragraph C(ii) herein. TRIMARK shall provide access to CITY necessary for CITY to enforce the provisions of Section 4 and pursuant to Condition J(1) of the COUNTY MSCP ITP.

(iv) TRIMARK shall conduct its initial clearing and grubbing activities with a biological monitor present to ensure grading limits are adhered to, and shall not clear vegetation within 500 feet of any occupied coastal California gnatcatcher nest during the breeding season (March 1-August 15) unless agreed to in writing by USFWS.

(v) Equipment Staging, Fencing. TRIMARK shall restrict site preparation activities, especially staging area operations and maintenance rows for heavy machinery, to areas within the development footprint. All areas adjacent to conserved lands shall be fenced prior to conducting any adjacent surface disturbing activities. TRIMARK shall install a debris fence prior to excavation in areas where grading is up-slope of conserved lands.

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EXHIBIT A

Tentative Tract Map No. CVT-99-04 approved by the City on February 29, 2000, by Resolution No. 2000-068, on file in the Office of the City Planning and Building Department

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EXHIBIT B

“San Miguel Ranch Project Vicinity Map” Source: USGS 7.5’ Jamul Mountains and nation City, CA Quadrangles” Prepared by Merkel and Associates, Inc. is dated for December, 2000, on file in the Office of the City Planning and Building Department

EXHIBIT MSCP COVERED SPECIES LIST

Plants

San Diego thorn-mint
 Shaw's agave
 San Diego ambrosia
 Aphanisma
 Del Mar manzanita
 Otay manzanita
 Coastal dunes milk vetch
 Encinitas baccharis
 Nevin's barberry
 Thread-leaved brodiaea
 Orcutt's brodiaea
 Dense reed grass
 Dunn's mariposa lily
 Slender-pod jewelflower
 Lakeside ceanothus
 Wart-stemmed ceanothus
 Salt marsh bird's-beak
 Orcutt's bird's-beak
 Del Mar Mesa sand aster
 Tecate cypress
 Short-leaved dudleya
 Variegated dudleya
 Sticky dudleya
 Palmer's ericameria
 San Diego button-celery
 Coast wallflower
 San Diego barrel cactus
 Otay tarplant
 Heart-leaved pitcher sage
 Gander's pitcher sage
 Nuttall's lotus
 Felt-leaved monardella
 Willowy monardella
 San Diego goldenstar
 Prostrate navaretia
 Dehesa bear-grass
 Snake cholla
 California Orcutt grass
 Torrey pine
 San Diego mesa mint
 Otay Mesa mint
 Small leaved rose
 San Miguel savory
 Gander's butterweed
 Narrow-leaved nightshade
 Parry's tetraococcus

Animals

Salt marsh skipper butterfly
 Thorne's hairstreak butterfly
 Riverside fairy shrimp
 San Diego fairy shrimp
 Arroyo southwestern toad
 California red-legged frog
 Southwestern pond turtle
 San Diego horned lizard
 Orange-throated whiptail
 California brown pelican
 Reddish egret
 White-faced ibis
 Canada goose
 Bald eagle
 Northern harrier
 Cooper's hawk
 Swainson's hawk
 Ferruginous hawk
 Golden eagle
 American peregrine falcon
 Light-footed clapper rail
 Western snowy plover
 Mountain plover
 Long-billed curlew
 California least tern
 Elegant tern
 Western burrowing owl
 Southwestern willow flycatcher
 Coastal cactus wren
 Coastal California gnatcatcher
 Western bluebird
 Least Bell's vireo
 California rufous-crowned sparrow
 Belding's savannah sparrow
 Large-billed savannah sparrow
 Tricolored blackbird
 American badger
 Mountain lion
 Southern mule deer



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

8112

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY
SAN DIEGO, CA 92101-2472

Shelley
NANCY 3-201 (10/86)

2. AUTHORITY-STATUTES
16 USC 668-668d
16 USC 703-712
16 USC 1533(d)
16 USC 1539(a)
REGULATIONS (Attached)
50 CFR 17.22
50 CFR 17.27
50 CFR 17.32

3. NUMBER
PRT-840414

4. RENEWABLE
 YES
 NO

5. MAY COPY
 YES
 NO

6. EFFECTIVE
3/17/1998

7. EXPIRES
3/16/2048

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)
Lawrence B. Prior, III,
Chief Administrative Officer

9. TYPE OF PERMIT
Endangered/Threatened Species

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
All land within the County of San Diego Multiple Species Conservation Program Subarea 1 as delineated on Figure 1.1 of the County Subarea Plan, excluding the MSCP "Cornerstone Land" owned by the City of San Diego (see MSCP Plan for description of the Cornerstone Lands).

11. CONDITIONS AND AUTHORIZATIONS:
A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW.
VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. Further conditions of authorization are contained in the attached Special Terms and Conditions.

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ON REVERSE ALSO APPLY

12. REPORTING REQUIREMENTS

ISSUED BY Michael J. Spear TITLE Regional Director DATE 3/17/98

ORIGINAL

APR 19 1998

EXHIBIT D

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U.S. FISH AND WILDLIFE SERVICE, PORTLAND, OREGON
SPECIAL TERMS AND CONDITIONS FOR PERMIT PRT-840414

- D. All sections of Title 50 *Code of Federal Regulations*, parts 13, 17.22, and 17.32 are conditions of this permit (copies attached).
- E. The authorization granted by this permit is subject to compliance with, and implementation of, the Multiple Species Conservation Program (MSCP) Plan, County of San Diego Subarea Plan, and Implementing Agreement executed by the County of San Diego, California Department of Fish and Game, and U.S. Fish and Wildlife Service, all of which are hereby incorporated into the permit.
- F. Permit Coverage Dependent Solely on the County of San Diego Subarea Plan:

The permittee and agents designated by the permittee are authorized to take 82 species on the attached "List of Covered Species Subject to Incidental Take," to the extent that take of these species would otherwise be prohibited under Section 9 of the Endangered Species Act of 1973, as amended (Act), and its implementing regulations, or pursuant to a rule promulgated under section 4(d) of the Act. (See condition G for other covered species.) For each Covered Species Subject to Incidental Take which is not listed as threatened or endangered under the Act, the Section 10(a) permit will become effective with respect to such species concurrent with the listing of the species as threatened or endangered under the Act, to the extent that their take is prohibited by the Act. Take must be incidental to otherwise lawful activities associated with urban growth as described in the MSCP Plan and County of San Diego Subarea Plan, and as conditioned herein. The amount and nature of the take (e.g. harass, or harm due to habitat loss) is described in the MSCP Plan for each species, and clarified in permit conditions H and I for certain species.

- G. Permit Coverage Dependent on Another Subarea Plan and Permit:

Coverage for the endangered California least tern (*Sterna antillarum brownii*), and if they become listed, Orcutt's bird's-beak (*Cordylanthus orcuttianus*) and Del Mar sand aster (*Corethrogyne filaginifolia* var. *linifolia*) is dependent upon the City of San Diego Subarea Plan which is currently in effect. As long as the City of San Diego permit (PRT-830421) is in effect, these three species are considered Covered Species Subject to Incidental Take under permit PRT-840414 to the County of San Diego.

- H. The following conditions apply to birds:

1. Bald Eagle. No harm, harassment, or lethal take is authorized. Take of active nests is not permitted at any time.
2. Golden Eagle. No lethal take is authorized. Take of active nests is not permitted at any time. Human disturbance of active nests must be avoided, including establishing a

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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4000-foot disturbance avoidance area around active nests within the preserve. Harm as a result of habitat loss is authorized in the amount and locations specified in Table 3-5 of the MSCP Plan.

3. Migratory Birds other than Bald Eagle.

A. This Section 10(a) permit also constitutes a Special Purpose Permit under 50 CFR 21.27 for the take of those Covered Species Subject to Incidental Take which are listed as threatened or endangered under the Endangered Species Act of 1973, as amended, and which also are protected by the Migratory Bird Treaty Act, except for the bald eagle. Such Special Purpose Permit shall be valid for a period of 3 years from the effective date, provided the section 10(a) permit remains in effect for such period. Such Special Purpose Permit shall be renewed, provided that the County of San Diego continues to fulfill its obligations under this agreement. Each such renewal shall be valid for the maximum period of time allowed by 50 CFR 21.27 or its successor at the time of renewal.

B. Incidental take associated with habitat loss for covered bird species on the list of Covered Species Subject to Incidental Take is subject to the restrictions provided in Table 3-5 of the MSCP Plan. These include, but are not limited to, the following restrictions related to disturbance of active nest sites and/or occupied habitat during the breeding season:

i. No take of active nests is anticipated or authorized for birds on the list of "Covered Species Subject to Incidental Take" that are not known to nest within the MSCP planning area: California brown pelican, reddish egret, ferruginous hawk, mountain plover, Canada goose, Swainson's hawk, long-billed curlew, large-billed savannah sparrow, and bald eagle.

ii. For other birds on the list of "Covered Species Subject to Incidental Take," restrictions apply regarding take associated with impacts to active nests and/or occupied habitat during the breeding season. These restrictions are provided below.

Species

Take Restrictions

Coastal California gnatcatcher

No clearing of occupied habitat within the County of San Diego's Multiple Habitat Planning Area (MHPA) between March 1 and August 15.

Least Bell's vireo

No harm or lethal take authorized within the U.S. Army Corps of Engineers' jurisdictional wetlands. No clearing of occupied habitat between March 16 and September 14.

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PERMIT CONDITIONS FOR PRT-840414, cont'd

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- | | |
|--------------------------------|--|
| Southwestern willow flycatcher | No harm or lethal take authorized within the U.S. Army Corps of Engineers' jurisdictional wetlands. No clearing of occupied habitat between May 2 and August 31. |
| Light-footed clapper rail | No harm, harassment, or lethal take authorized. |
| Cooper's hawk | Implement a 300-foot impact avoidance area around active nests within the preserve. |
| Tri-colored blackbird | Impacts to active nests and breeding colonies must be avoided. |
| Peregrine falcon | No harassment or lethal take authorized; take of active nests is not permitted at any time. |
| Brown pelican | No harm, harassment, or lethal take authorized. |
| Coastal cactus wren | No clearing of occupied habitat between February 15 and August 15. |
| Northern harrier | Implement a 900-foot (or maximum possible) impact avoidance area around active nests within the preserve. |
| Burrowing owl | No incidental take authorized within the County of San Diego MHPA. |
| Elegant tern | No harm, harassment, or lethal take authorized. Human disturbance of active nests must be avoided. Incidental take during the breeding season associated with maintenance/removal of levees/dikes is not authorized except as specifically approved on a case-by-case basis by the Service and California Department of Fish and Game. |
| California least tern | No harm, harassment, or lethal take authorized. Human disturbance of active nests must be avoided. Incidental take during the breeding season associated with maintenance/removal of levees/dikes and maintenance/enhancement of beaches is not authorized except as specifically approved on a case-by-case basis by the Service and |

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

California Department of Fish and Game.

Western snowy plover

No harm, harassment, or lethal take authorized. Human disturbance of active nests must be avoided. Incidental take during the breeding season associated with maintenance/removal of levees/dikes is not authorized except as specifically approved on a case-by-case basis by the Service and California Department of Fish and Game.

I. Special restrictions apply to wetland species:

Incidental take authorization for covered species within U.S. Army Corps of Engineers' jurisdictional wetlands for projects that affect jurisdictional wetlands shall be authorized through future Endangered Species Act Section 7 consultations between the Service and U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act and in accordance with the MSCP Plan, County of San Diego Subarea Plan and Implementing Agreement. Incidental take of wetland associated or dependent species outside of jurisdictional wetlands is authorized in accordance with the MSCP Plan, and the County of San Diego Subarea Plan and Implementing Agreement.

Species Associated with or Dependent upon Wetlands

- | | |
|--------------------------------|--------------------------|
| Southwestern willow flycatcher | Elegant tern |
| American peregrine falcon | Palmer's ericameria |
| California brown pelican | Southwestern arroyo toad |
| Light-footed clapper rail | Red-legged frog |
| California least tern | Southwestern pond turtle |
| Least Bell's vireo | San Diego fairy shrimp |
| Western snowy plover | Riverside fairy shrimp |
| Cooper's hawk | Salt marsh skipper |
| Tri-colored blackbird | Salt marsh bird's beak |
| Northern harrier | California Orcutt grass |
| Reddish egret | San Diego mesa mint |
| Long-billed curlew | Otay Mesa mint |
| Belding's savannah sparrow | Thread-leaved brodiaea |
| White-faced ibis | Spreading navarretia |
| | Willow monardella |

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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J. With regard to monitoring and enforcement:

1. The permittee must ensure that Service personnel are given appropriate access (as defined under 50 CFR 13.21(e)(2)) to monitor the Covered Species Subject to Incidental Take within the County of San Diego Subarea planning area in perpetuity.

2. The permittee must ensure that the Service's Carlsbad Fish and Wildlife Office (2730 Loker Avenue West, Carlsbad, California 92008, telephone 760-431-9440) is contacted immediately regarding any violations or potential violations of the Federal Endangered Species Act or Migratory Bird Treaty Act.

3. Within 1 working day of finding dead, injured, or sick endangered or threatened wildlife species, the permittee or its designated agents must orally notify the Service's Carlsbad Field Office. Written notification to the Carlsbad Fish and Wildlife Office and the Division of Law Enforcement (185 West F Street, Suite 440, San Diego, California 92101-6025) must be made within 5 calendar days and must include the date, time, and location of the specimen and any other pertinent information.

K. An annual report shall be prepared as described in the MSCP Plan and submitted to the Service by February 15 of each year that the permit is in effect, beginning in 1999. One copy of the annual report shall be submitted to the Field Supervisor of the Carlsbad Field Office, and one copy shall be submitted to the Assistant Regional Director, Ecological Services, U.S. Fish and Wildlife Service, 911 Northeast 11th Avenue, Portland, Oregon 97232.

L. A copy of this permit must be in the possession of the permittee and designated agents while conducting taking activities. Please refer to the permit number in all correspondence and reports concerning permit activities. Any questions you may have about this permit should be directed to the Field Supervisor, Carlsbad Fish and Wildlife Office.

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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**List of Covered Species
Subject to Incidental Take****Endangered Species:**Birds

1. Southwestern willow flycatcher (*Empidonax traillii extimus*)
2. American peregrine falcon (*Falco peregrinus anatum*)
3. California brown pelican (*Pelecanus occidentalis californicus*)
4. Light-footed clapper rail (*Rallus longirostris levipes*)
5. Least Bell's vireo (*Vireo bellii pusillus*)

Reptiles and Amphibians

6. Arroyo toad (*Bufo microscaphus californicus*)

Invertebrates

7. San Diego fairy shrimp (*Branchinecta sandiegonensis*)
8. Riverside fairy shrimp (*Streptocephalus woottoni*)

Plants

9. Del Mar manzanita (*Arctostaphylos glandulosa* var. *crassifolia*)
10. Salt marsh bird's beak (*Cordylanthus maritimus* ssp. *maritimus*)
11. San Diego button celery (*Eryngium aristulatum* var. *parishii*)
12. California Orcutt grass (*Orcuttia californica*)
13. San Diego mesa mint (*Pogogyne abramsii*)
14. Otay Mesa mint (*Pogogyne nudiuscula*)

Threatened Species:Birds

15. Western snowy plover (*Charadrius alexandrinus nivosus*)
16. Coastal California gnatcatcher (*Polioptila californica californica*)
17. Bald eagle (*Haliaeetus leucocephalus*)

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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Reptiles and Amphibians

18. Red-legged frog (*Rana aurora draytonii*)

Plants

19. Encinitas baccharis (*Baccharis vanessae*)

Species Proposed for Listing:Plants

20. San Diego thorn-mint (*Acanthomintha ilicifolia*)
 21. Coastal dunes milk vetch (*Astragalus tener* var. *titi*)
 22. Nevin's barberry (*Berberis nevinii*)
 23. Thread-leaved brodiaea (*Brodiaea filifolia*)
 24. Otay tarplant (*Hemizonia conjugens*)
 25. Willowy monardella (*Monardella linoides* ssp. *viminea*)
 26. Spreading navarretia (*Navarretia fossalis*)
 27. Dehesa bear-grass (*Nolina interata*)

Other Unlisted Species:Birds

28. Cooper's hawk (*Accipiter cooperii*)
 29. Tri-colored blackbird (*Agelaius savannarum*)
 30. California rufous-crowned sparrow (*Aimophila ruficeps canescens*)
 31. Golden eagle (*Aquila chrysaetos*)
 32. Canada goose (*Branta canadensis*)
 33. Ferruginous hawk (*Buteo regalis*)
 34. Swainson's hawk (*Buteo swainsoni*)
 35. Coastal cactus wren (*Campylorhynchus brunneicapillus couesi*)
 36. Northern harrier (*Circus cyaneus*)
 37. Mountain plover (*Charadrius montanus*)
 38. Reddish egret (*Egretta rufescens*)
 39. Long-billed curlew (*Numenius americanus*)
 40. Belding's savannah sparrow (*Passerculus sandwichensis beldingi*)
 41. Large-billed savannah sparrow (*Passerculus sandwichensis rostratus*)
 42. White-faced ibis (*Plegadis chihi*)
 43. Western bluebird (*Sialia mexicana*)
 44. Burrowing owl (*Speotyto cunicularia hypugaea*)

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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45. Elegant tern (*Sterna elegans*)

Reptiles and Amphibians

46. Orange-throated whiptail lizard (*Cnemidophorus hyperthrus beldingi*)
 47. Southwestern pond turtle (*Clemmys marmorata pallida*)
 48. San Diego horned lizard (*Phrynosoma coronatum*)

Mammals

49. Mountain lion (*Felis concolor*)
 50. Southern mule deer (*Odocoileus hemionus fuliginata*)
 51. American badger (*Taxidea taxus*)

Invertebrates

52. Thorne's hairstreak butterfly (*Mitoura thornei*)
 53. Salt marsh skipper (*Panoquina errans*)

Plants

54. Shaw's agave (*Agave shawii*)
 55. San Diego ambrosia (*Ambrosia pumila*)
 56. Aphanisma (*Aphanisma blitoides*)
 57. Otay manzanita (*Arctostaphylos otayensis*)
 58. Orcutt's brodiaea (*Brodiaea orcuttii*)
 59. Dense reed grass (*Calamagrostis densa*)
 60. Dunn's mariposa lily (*Calochortus dunnii*)
 61. Slender-pod jewelflower (*Caulanthus stenocarpus*)
 62. Lakeside ceanothus (*Ceanothus cyaneus*)
 63. Wart-stemmed ceanothus (*Ceanothus verrucosus*)
 64. Tecate cypress (*Cupressus forbesii*)
 65. Short-leaved dudleya (*Dudleya blochmaniae* ssp. *brevifolia*)
 66. Variegated dudleya (*Dudleya variegata*)
 67. Sticky dudleya (*Dudleya viscida*)
 68. Palmer's ericameria (*Ericameria palmeri* ssp. *palmeri*)
 69. Coast wallflower (*Erysimum ammophilum*)
 70. San Diego barrel cactus (*Ferocactus viridescens*)
 71. Heart-leaved pitcher plant (*Lepechinia cardiophylla*)
 72. Gander's pitcher sage (*Lepechinia ganderi*)
 73. Nuttall's lotus (*Lotus nuttallianus*)
 74. Felt-leaved monardella (*Monardella hypoleuca* ssp. *lanata*)
 75. San Diego goldenstar (*Muilla clevelandii*)

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PERMIT CONDITIONS FOR PRT-840414, cont'd.

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- | | |
|------------------------------|--|
| 76. Snake cholla | (<i>Opuntia parryi</i> var. <i>serpentina</i>) |
| 77. Torrey pine | (<i>Pinus torreyana</i>) |
| 78. Small-leaved rose | (<i>Rosa minutifolia</i>) |
| 79. San Miguel savory | (<i>Satureja chandleri</i>) |
| 80. Gander's butterweed | (<i>Senecio ganderi</i>) |
| 81. Narrow-leaved nightshade | (<i>Solanum tenuilobatum</i>) |
| 82. Parry's tetracoccus | (<i>Tetracoccus dioicus</i>) |

**Natural Community Conservation Plan Approval
and Take Authorization**

**California Department of Fish and Game
Approval and Supporting Findings
for the
County of San Diego Subarea Plan
to implement the
Multiple Species Conservation Program Plan**

I. Introduction.

A. The Natural Community and Conservation Planning Act ("NCCP Act").

The NCCP Act, California Fish & Game Code §2800, et seq.,¹ provides for the preparation and implementation of large-scale natural resource conservation plans. A natural communities conservation plan, or "NCCP," must identify and provide for "the regional or area wide protection and perpetuation of natural wildlife diversity, while allowing compatible and appropriate development and growth." (§2805(a).) NCCPs are intended "to provide comprehensive management and conservation of multiple wildlife species" including, but not limited to, species listed pursuant to the California Endangered Species Act, §2050, et seq. (§2810.) ("CESA").

The NCCP Act promotes cooperation and coordination among public agencies, landowners, and other private interests in developing NCCPs. The California Department of Fish and Game ("CDFG") is authorized to prepare and implement NCCPs with a wide variety of private and public interests, including individuals, organizations, companies, and state and local government agencies. (§2810 and §711.2.) Natural community conservation planning may be undertaken by local, state, and federal agencies independently or in cooperation with other individuals and entities. (§2820.)

An NCCP Plan must be approved by CDFG before it is implemented. (§2820.) To be approved, an NCCP Plan must meet standards established by CDFG. (§2820.) CDFG is authorized to prepare non-regulatory guidelines to establish NCCP standards and to guide the development and implementation of NCCP Plans. (§2825(a).) NCCP Plans are also subject to review under the California Environmental Quality Act ("CEQA"), Public Resources Code §21000, et seq.

¹All further references are to the Fish and Game Code, unless otherwise indicated.

CDFG may authorize the "taking" of any identified species whose conservation and management is provided for in a CDFG approved NCCP Plan. (§2835.) Under the Fish and Game Code, "Take" means "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (§86.)

B. The Multiple Species Conservation Program Plan.

The Multiple Species Conservation Program Plan (Volumes I & II, as revised December, 1996) ("MSCP Plan"), approved by CDFG on July 16, 1997, sets forth a Multiple Species Conservation Program ("MSCP"). The MSCP, is a comprehensive, long-term habitat conservation planning program that addresses multiple species habitat needs and the preservation of native vegetation communities for a 900-square-mile-area in southwestern San Diego County. It is one of three subregional habitat planning efforts in San Diego county which contribute to preservation of regional biodiversity through coordination with other habitat conservation planning efforts throughout southern California. When fully implemented, the MSCP and these other subregional plans will create an interconnected habitat preserve system throughout the 4,200-square-mile county. The MSCP allows local jurisdictions to maintain land use control and development flexibility by planning a regional preserve system that can meet future public and private project mitigation needs.

The MSCP area includes the County of San Diego, eleven city jurisdictions, and several independent special districts. Local jurisdictions and special districts implement their respective portions of the MSCP Plan through subarea plans, which describe specific implementing mechanisms for the MSCP. The MSCP subarea plans contribute collectively to the conservation of vegetation communities and species in the MSCP study area. The combination of the subregional MSCP Plan and subarea plans serve as a multiple species Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act ("ESA") and as an NCCP. The MSCP is being implemented in phases as participating jurisdictions and special districts submit their subarea plans to the United States Fish and Wildlife Service ("USFWS") and CDFG for approval. Upon approval, the USFWS and CDFG can authorize the take of listed species and other species of concern, subject to the terms of the subarea plan and the MSCP. Conservation and management responsibilities, and implementation guarantees for each subarea plan will be set forth in implementing agreements between the entity responsible for each subarea plan and the wildlife agencies (USFWS and CDFG).

C. The County of San Diego Subarea Plan.

The County of San Diego Subarea Plan ("Subarea Plan") is set forth in the August, 1996 MSCP Plan, as revised December, 1996 and adopted by the San Diego County Board of Supervisors October 22, 1997. The Subarea Plan has been prepared pursuant to a general outline developed by the USFWS and CDFG to meet the requirements of the NCCP Act. The Subarea Plan is the basis of the Implementing Agreement by and between the United States Fish and Wildlife Service, the California Department of Fish and Game and the County of San Diego,

executed concurrently with this NCCP Approval. The Subarea Plan is consistent with, and implements, in part, the MSCP Plan and, in addition, qualifies as a stand alone document to implement, in part, the MSCP Preserve.

The County of San Diego Preserve, also referred to as a "Multiple Habitat Planning Area" or "MHPA," was developed by the County in cooperation with the Wildlife Agencies, property owners, developers and environmental groups. The Preserve Design Criteria contained in the MSCP Plan and the County's Biological Mitigation Ordinance were used as a guide for the development of the County's Preserve.

The Subarea, located mostly in the unincorporated eastern part of the MSCP study area, encompasses 252,132 acres and is composed of three segments. The Lake Hodges segment located in west-central San Diego County, west of Interstate 15, covers roughly 8,874 acres of mostly vacant land, with approximately 512 acres of agricultural uses and a few scattered homes. Four major projects are located in this area that will be a mix of new urban level uses and low density residential developments with a variety of private and public support facilities. The Lake Hodges preserve consists of open space areas set aside in connection with the approved projects, properties where open space negotiations have been completed, and publicly owned lands. At build-out the preserve area for this segment will consist of 4,743 acres of six different vegetation community types. The South County segment includes about 82,767 acres that covers substantial areas around the urban fringe of southwest San Diego County. The South County segment presently covers several private development projects with natural open space areas in addition to lands owned by non-governmental entities and publicly owned lands. The proposed preserve area for the South County segment will total approximately 48,874 acres and includes much of the river bottom lands within County jurisdiction of the Otay River and Sweetwater River. Eighteen vegetation community types, including 20,969 acres of coastal sage scrub, will comprise the natural open space preserve within the South County segment. The Metro-Lakeside-Jamul ("MLJ") segment is the third component of the Subarea Plan and has a total area of 172,952 acres and is separated into north and south sections by Interstate 8. With a habitat protection goal of 44,764 acres, the MLJ segment will protect 33,200 additional acres with approximately 17,000 acres to be located north of I-8 and approximately 15,500 acres south of I-8. One-third (11,568 acres) of the total anticipated conservation level is already conserved in some form of protected status protected on lands owned and managed by the State, County and private parties.

The County's MHPA is approximately 115,701 acres. The County's MHPA comprises 60% of the regional MHPA. The conserved lands within the County's MHPA total 49% of the vacant land in the subarea (55% of total habitat land in the subarea). The County's MHPA preserves 77% of the core biological resource areas within its subarea and 79% of the habitat linkages. Lands which are outside of the biological core or linkage areas but are currently dedicated or designated as open space and provide some long term conservation value are included in the County's Preserve.

Approximately 88% of the MHPA lands (101,268 acres) within the County's subarea will

be preserved for biological purposes. This is an overall average and in some cases 98% of an area will be preserved as a result of negotiations conducted during the Subarea planning process. Almost 63,000 acres (62%) of the total anticipated conservation level are already conserved within the County subarea. The majority of local public lands (roughly 94%) will be preserved. Development within the MHPA will be directed to areas of lower quality habitat and/or areas considered less important to the long-term viability of plant and wildlife species. Documented populations of covered species within the County's portion of the MHPA will be protected to the extent feasible.

D. Implementing Agreement.

Each MSCP Plan subarea plan, including the County of San Diego's Subarea Plan, will be implemented according to an agreement between the entities or agencies responsible for implementing the subarea plan, CDFG and the USFWS. The purpose of these implementing agreements is to ensure the implementation of the MSCP and the subarea plan, to bind each party to the terms of the MSCP Plan and subarea plan, and to provide remedies and recourse for failure to adhere to the terms of the MSCP Plan or subarea plan. This NCCP Approval specifically applies to the Subarea Plan as implemented pursuant to the *Implementing Agreement by and between the USFWS, CDFG, and the County of San Diego* ("Implementing Agreement"), executed concurrently with this NCCP Approval.

II. Findings.

All NCCPs must contain certain substantive elements identified in the NCCP Act. In addition, the MSCP and the Subarea Plan must comply with guidelines adopted by CDFG for natural community conservation planning within the Coastal Sage Scrub Planning Area. And the Department must ensure that its approval of the MSCP and the Subarea Plan is consistent with its responsibilities as a State agency under CESA.

Because the Subarea Plan was developed as an element of the MSCP Plan, the Subarea Plan and MSCP Plan are analyzed together as an integrated NCCP in this NCCP Approval. As an integrated NCCP, the Subarea Plan is intended to be complete and independently viable. The findings herein specifically address the integrated "MSCP Plan/Subarea Plan."

E. The NCCP Act.

In addressing the scope and purpose of NCCPs, the NCCP Act identifies the following essential NCCP elements:

1. An NCCP must be regional or area-wide in scope (§2805(a).)

As described above the MSCP area comprises 900 square miles of coastal sage and interdigitated scrub habitat. The Subarea Plan encompasses fully 252,132 acres within the MSCP

area. As described and analyzed in the MSCP Plan and the Subarea Plan, Chapters 4-6 of the Final Environmental Impact Report/Final Environmental Impact Statement (EIR/EIS, Clearinghouse Log No. 93121073, prepared by the City of San Diego as Lead Agency), Addendum to the EIR/EIS dated October 3, 1997, the County of San Diego CEQA Findings as a Responsible Agency ("County of San Diego CEQA Findings"), and the Implementing Agreement, Section 1 and Section 8, the MSCP Plan and the Subarea Plan address the protection and conservation of wildlife on a broad scale.

CDFG hereby finds that the MSCP Plan/Subarea Plan address wildlife conservation on a regional or area-wide scale, as required by §2805(a).

2. An NCCP must protect and perpetuate natural wildlife diversity (§2805(a).)

The MSCP Plan/Subarea Plan provides comprehensive management and conservation of the subregion's multiple wildlife species including but not limited to those species listed pursuant to the CESA. Consistent with the subregional MSCP framework for preserve management, the Subarea Plan identifies eighteen (18) vegetation communities targeted for preservation and management. Management of these preserve areas, as identified in the Subarea Plan and consistent with Table 3-5 of the MSCP Plan, and Section 10.9 of the Implementing Agreement, provide species and site-specific land use and management guidelines to ensure that the biological values are maintained in perpetuity. The permanent protection and management of these habitats will contribute to the long-term viability of 85 plant and wildlife species within the MSCP subregion.

The MSCP Plan/Subarea Plan provides for the assembly of a comprehensive preserve area consistent with the tenets of reserve design of the CSS NCCP Guidelines which promote biodiversity, provide for no net loss of habitat value from the present, taking into account management and enhancement. The County of San Diego will revise, adopt and implement biological mitigation and grading ordinances consistent with the subregional plan, subarea plan and Implementing Agreement in order to achieve the conservation goals set forth in the Subarea Plan. The County of San Diego commits to permanently preserve, in accordance with sections 10.3 and 10.4 of the Implementing Agreement, approximately 101,268 acres (88%) of the MHPA lands within the Subarea. The Subarea Plan provides for the conservation of a minimum of approximately 79% of the overall habitat within the core biological resources areas and approximately 76% of the habitat within wildlife corridors and linkages, as depicted in Section 1 of the County's Subarea Plan. Table 1-2 of the Subarea Plan and Table 2-1 of the EIR/EIS specifies the approximate amount and location of acreage that will be permanently conserved for each listed vegetation community within the MHPA and MSCP Plan, respectively.

The County of San Diego has committed to a comprehensive, funded, adaptive management program that provides a framework plan to ensure the needs of species and associated habitats are met. A short and long-term funding mechanism for local and regional costs for acquiring, managing and monitoring private lands within the MHPA identifies a range of

sources to satisfy the obligations. (Implementing Agreement, Section 11.0; Section 7 of the MSCP Plan, and Part A, Section IV of EIR/EIS.)

The County of San Diego will participate in an ongoing monitoring/research program which addresses each of the 6 elements of the CSS NCCP Guidelines "research agenda." (Conservation Guidelines, Section 3(b) (see "CSS NCCP Guidelines," below).) The Subarea Plan requires a continuous habitat acreage accounting model to assure that adequate progress toward implementation of the plan is being achieved. (Implementing Agreement, Section 14.1) A Biological Monitoring Plan to collect and analyze data on specific species and habitats has been prepared for the preserve area and includes specific research tasks that have been developed in accordance with the CSS NCCP Guidelines. (MSCP Plan/Subarea Plan, Section 1.6, and Implementing Agreement, Section 14.5.)

As further described and analyzed in the MSCP Plan and the Subarea Plan, Chapters 4-6 of the EIR/EIS, the County of San Diego Findings per CEQA, and the Implementing Agreement, Section 1 and Section 8, the MSCP Plan/Subarea Plan provide strong and extensive protections for plant and wildlife communities.

CDFG hereby finds that the MSCP Plan/Subarea Plan protect and perpetuate wildlife diversity, as required by §2805(a).

3. An NCCP must allow compatible and appropriate development and growth (§2805(a).)

Lands not protected pursuant to the MSCP Plan or the Subarea Plan may be developed according to local land use laws and regulations. In addition, the Implementing Agreement provides assurances to local jurisdictions and landowners concerning State and federal mitigation requirements covered by the MSCP Plan/Subarea Plan. (Implementing Agreement, Section 9 and Section 17.) These assurances will make local permitting processes for development projects and growth activities more certain and predictable. As further described and analyzed in the MSCP Plan and the Subarea Plan, Chapters 4-6 of the EIR/EIS, the County of San Diego Findings per CEQA, and the Implementing Agreement, Section 1 and Section 8, the MSCP Plan/Subarea Plan allow for development and growth.

CDFG hereby finds that the MSCP Plan/Subarea Plan allow compatible and appropriate development and growth, as required by §2805(a).

4. Is consistent with NCCP planning agreement (§2820.)

Pursuant to § 2820, the MSCP/Subarea Plan has been carried out in accordance with the Memorandum of Understanding (MOU) between CDFG and USFWS, dated December 4, 1991, and the March, 1993 Ongoing Multi-Species Plans Agreement, to which CDFG and the County of San Diego are a party, and which is incorporated in the NCCP Process Guidelines (Section 3.6) as

a means of including appropriate, ongoing species management plans within the MSCP.

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CDFG hereby finds that the MSCP Plan/Subarea Plan is consistent with the NCCP Planning Agreement between CDFG and the USFWS and with the Ongoing Multi-Species Plans Agreement, as required by §2820.

5. Provides for the conservation and management of species subject to take (§2835.)

All species subject to the take authorization included as part of this NCCP Approval are addressed in the MSCP Plan/Subarea Plan. For the reasons set forth in Section D-2, above, and as further described and analyzed in the MSCP Plan and the Subarea Plan, Chapters 4-6 of the EIR/EIS, the County of San Diego Findings per CEQA, and the Implementing Agreement, Section 1 and Section 8, the MSCP Plan/Subarea Plan conserve and manage all identified species for which CDFG now issues a take authorization. CDFG has determined that implementation of the MSCP Plan/Subarea Plan pursuant to the Implementing Agreement will not result in the death of individuals of the following species: bald eagle (*Haliaeetus leucocephalus*), golden eagle (*Aquila chrysaetos canadensis*), California least tern (*Sterna antillarum ssp. browni*), American peregrine falcon (*Falco peregrinus*) and California brown pelican (*Pelecanus occidentalis ssp. californicus*). This NCCP Approval therefore is not contrary to California Fish and Game Code §3511.

CDFG hereby finds that the MSCP Plan/Subarea Plan provides for the conservation and management of all species subject to the take authorization provided as part of this NCCP Approval, as required by §2835.

F. Coastal Sage Scrub NCCP Guidelines ("CSS NCCP Guidelines").

In 1992 CDFG, in consultation with the USFWS, developed the "Southern California Coastal Sage Scrub Natural Community Conservation Planning Process Guidelines," as amended November, 1993 ("Process Guidelines"). The Process Guidelines provided a framework for natural community conservation planning within the Regional Coastal Sage Scrub Planning Area. The Regional Coastal Sage Scrub Planning Area comprises roughly 6,000 square miles of coastal sage scrub and overlays parts of five counties: San Diego, Orange, Riverside, Los Angeles, and San Bernardino. Coastal sage scrub is an ecological community that supports a diverse assemblage of native California plants and animals, including the California gnatcatcher, the cactus wren, and the orange throated whip-tail lizard.

In 1992, CDFG also convened a Scientific Review Panel ("SRP"). The role of the SRP was to collect readily available data and to integrate the information into a region-wide scientific framework for conservation planning activities. The SRP's specific goals were to analyze field data and other research on the coastal sage scrub habitat in order to identify and develop the best scientific information available, and to develop conservation guidelines to protect and manage

coastal sage scrub habitat. In March of 1993, the SRP recommended a conservation strategy to serve as a basis for Coastal Sage Scrub NCCP Conservation Guidelines. CDFG and USFWS staff worked with the SRP to prepare draft Conservation Guidelines, which were published in June, 1993: the "Southern California Coastal Sage Scrub Natural Community Conservation Planning Conservation Guidelines," dated November 1993 ("Conservation Guidelines"). The draft Conservation Guidelines were revised and finalized in November, 1993. The final Process Guidelines include the Conservation Guidelines. Together, they comprise the CSS NCCP Guidelines.

1. Process Guidelines.

The Process Guidelines guide the preparation and implementation of NCCPs in the Regional Coastal Sage Scrub Planning Area and provide for the interaction of all of the partners involved. The Process Guidelines explain the roles of the local, state, and federal governments during the planning process and the development of regional and subregional plans. The Process Guidelines are intended to describe a process for regional and subregional natural community planning that ensures adequate participation and collaboration by all stakeholders in the Regional Coastal Sage Scrub Planning Area.

2. Conservation Guidelines.

The Conservation Guidelines were prepared pursuant to §2825(a) and represent the best available scientific information known to CDFG concerning natural community conservation planning in the Regional Coastal Sage Scrub Planning Area.

3. Specific Findings.

The Coastal Sage Scrub NCCP Guidelines are intended to provide guidance for natural community conservation planning within the Regional Coastal Sage Scrub Planning Area and do not represent specific criteria for CDFG approval. However, this NCCP adheres to provisions of the Process Guidelines and the Conservation Guidelines insofar as they address certain key natural community conservation planning elements identified in §2825(a).

a. Defining the scope of a conservation planning area (§2825(a)(1)).

The CSS NCCP Guidelines outline the five-county regional planning area of the Regional Coastal Sage Scrub Planning Area. (Conservation Guidelines, Attachment B.) Subregional and subarea planning areas are defined in the OMSP Agreement, MSCP Plan Vols. I and II, and the EIR/EIS. The County of San Diego subarea plan is detailed in the MSCP Plan, Vol II, section II as adopted by the Board of Supervisors on October 22, 1997.

CDFG hereby finds that the MSCP Plan/Subarea Plan substantially adheres to the scope and configuration of regional and subregional planning areas prescribed in the

CSS NCCP Guidelines.

b. Determining conservation standards, guidelines and objectives for the planning area (§2825(a)(2)).

The CSS NCCP Guidelines provide guidance for the evaluation, management and restoration of coastal sage scrub habitat. (Conservation Guidelines, Sections 2-6.) The MSCP Plan prescribes methods, policies, guidelines and goals for assembling the MSCP Preserve (MSCP Plan, Vol 1, Section 4), implementing the MSCP Plan and Subarea Plans (MSCP Plan, Vol. 1, Section 5) and managing and monitoring the MSCP Preserve (MSCP Plan Vol. 1, Section 6). The Subarea Plan prescribes species and habitat-specific goals and objectives for the management of each preserve area consistent with the guidelines established in Vol. 1, Section 6 of the MSCP Plan. Activities for the County of San Diego subarea plan include management recommendations, guidelines, land use considerations and preserve design and compatibility.

CDFG hereby finds that the MSCP Plan/Subarea Plan substantially adhere to the standards, guidelines and objectives for the Regional Coastal Sage Scrub Planning Area prescribed in the CSS NCCP Guidelines.

c. Appointing one or more advisory committees to review and make recommendations regarding the preparation and implementation of natural community conservation plans (§2825(a)(3)); coordinating with local, state, and federal agencies (§2825(a)(4)); and incorporating public input (§2825(a)(5)).

The CSS NCCP Guidelines provide for State and federal wildlife agency coordination, and for participation by and coordination with public agencies and the members of the public. (Process Guidelines, Sections 3-5.) Coordination between State and federal agencies includes the December 4, 1991 MOU between CDFG and the USFWS. The MSCP Working Group, formed in March 1991, fulfilled the advisory body role for the development, financing and implementation of the MSCP Plan. The group included representatives from state and federal wildlife agencies, local jurisdictions, public works agencies and representatives of development interests and environmental groups from various sectors of the community. Other advisory groups included the MSCP Policy Group, Science Subcommittee, Regional Conservation Coordinating Committee and a Technical Committee that focused efforts to assure the coordination of key scientific, public policy, and finance/acquisition strategy aspects. A Biological Task Force was assigned to develop the *Biological Standards and Guidelines for Multiple Species Preserve Design* using the best scientific information available. These standards and guidelines provide the frame work for development and design of the MHPA as well as other preserve design alternatives considered in the EIR/EIS. A regional habitat management technical committee for coordination of preserve management will be responsible for technical issues associated with preserve management. (Implementing Agreement, Section 14.7.)

CDFG hereby finds that the preparation of the MSCP Plan/Subarea Plan substantially adhered to the CSS NCCP Guidelines' provisions regarding the appointment of "advisory committees," coordination with local, state and federal agencies, and public participation.

d. Ensuring compatibility with the Federal Endangered Species Act (FESA) (§2825(a)(6)).

The CSS NCCP Guidelines provide for coordination between CDFG and the USFWS and address the requirements of FESA. (Process Guidelines, Sections 1, 3, 4, and 5.) Pursuant to the December 4, 1991 Memorandum of Understanding between CDFG and the U.S. Fish and Wildlife Service, the two agencies agreed to ensure that plans prepared by local governments and landowners pursuant to the NCCP Act will facilitate compliance with FESA. The MSCP Plan/Subarea Plan comprehensively addresses habitat conservation concerns pursuant to the standards established by section 10(a)(1)(B) of FESA and through the special 4(d) rule promulgated by the USFWS, is compatible and consistent with the incidental take requirements of FESA.

CDFG hereby finds that the MSCP Plan/Subarea Plan substantially adheres to the CSS NCCP Guidelines' provisions for ensuring compatibility and compliance with ESA.

e. Obtaining approval of the MSCP Plan and Subarea Plan by CDFG (§2825(7)).

The CSS NCCP Guidelines prescribe an approval process. (Process Guidelines, Section 5.4). As provided therein, concurrent with CDFG's execution of an Implementing Agreement for the MSCP Plan/Subarea Plan, CDFG will adopt this NCCP Approval and issue a take authorization for identified species whose conservation and management are provided for in the MSCP Plan/Subarea Plan. The Implementing Agreement will be executed concurrently with this NCCP Approval.

CDFG hereby finds that the approval process employed for the MSCP Plan/Subarea Plan substantially adheres to the CSS NCCP Guidelines.

f. Provisions for implementation of the plan (§2825(a)(8)).

As prescribed in the CSS NCCP Guidelines, the MSCP Plan and its subarea plans will be implemented according to the terms of implementing agreements executed by all necessary participants. The implementing agreements will obligate the participants to implement the MSCP Plan and the applicable subarea plan as necessary to assure the long-term viability of biological resources while providing for compatible economic development activities.

CDFG hereby finds that the mechanism for implementing the MSCP Plan/Subarea Plan substantially adheres to the CSS NCCP Guidelines.

g. Provide direction for monitoring and reporting on plan implementation.

The CSS NCCP Guidelines provide for monitoring and evaluating implementation of the NCCPs. (Process Guidelines, Section 6.) In conformance with the MSCP Plan (Section 6.4) and the Subarea Plan (Section 1.5.13), the Implementing Agreement (Section 14) establishes an implementation plan to monitor species and their associated habitats. A habitat conservation accounting model and a procedure report to the USFWS and CDFG will provide for continual tracking of habitat lost and preserved in the subregion and subarea planning areas.

CDFG hereby finds that the MSCP Plan/Subarea Plan substantially adhere to the CSS NCCP Guidelines provisions concerning monitoring and reporting on NCCP implementation.

h. Amending plan consistent with the initial intent of plan (§2825(a)(10)).

The CSS NCCP Guidelines do not specifically address the amendment of NCCPs once they are finalized, so it is not necessary to find that the MSCP Plan and the Subarea Plan adhere to the Guidelines in this regard. Nonetheless, the Implementing Agreement includes amendment provisions that allow defined minor amendments, and other amendments with appropriate review and approval.

i. Interim Strategy Guidelines.

In addition to the above required elements, the CSS NCCP Guidelines included provisions addressing the destruction of coastal sage scrub habitat during the interim planning period leading up to the final preparation and implementation of NCCPs. (Process Guidelines, Section 4; Conservation Guidelines, Section 4) Interim take permits and conservation planning during this interim period have complied with the "interim strategy" requirements of the CSS NCCP Guidelines (Chapters 4 and 6 of the EIR/EIS, and County of San Diego Quarterly Reports to date) and total coastal sage scrub acreage impacted is significantly less than the 5% allowance in the CSS NCCP Guidelines.

CDFG hereby finds that the County of San Diego has substantially adhered to the CSS NCCP Guidelines provisions concerning the loss of coastal sage scrub habitat prior to preparation and implementation of the MSCP Plan and the Subarea Plan.

G. CESA.

CESA states,

The Legislature further finds and declares that it is the policy of the state that state agencies should not approve projects as proposed which would jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of habitat essential to the continued existence of those species, if there are reasonable and prudent alternatives available consistent with conserving the species or its habitat which would prevent jeopardy.

Furthermore, it is the policy of this state and the intent of the Legislature that reasonable and prudent alternatives shall be developed by the department, together with the project proponent and the state lead agency, consistent with conserving the species, while at the same time maintaining the project purpose to the greatest extent possible. (§2053.)

CESA also requires that all state agencies, boards, and commissions shall seek to conserve endangered species and threatened species and shall utilize their authority in furtherance of the purposes of CESA. (§2055.) CDFG must ensure that its approval of the MSCP Plan and the Subarea Plan does not conflict with this responsibility.

CDFG hereby finds that the MSCP Plan and the Subarea Plan, if properly implemented, will not jeopardize the continued existence of any endangered species or threatened species or result in the destruction or adverse modification of habitat essential to the continued existence of those species. CDFG further finds that the MSCP Plan and the Subarea Plan will assist in the conservation of endangered species, threatened species and other species of concern.

III. CDFG Approval.

Based on the foregoing analysis and findings, CDFG finds,

- ◆ that the MSCP Plan/Subarea Plan meets all necessary requirements for a natural community conservation plan;
- ◆ that the MSCP Plan/Subarea Plan prescribes a mitigation strategy under which each project covered by the MSCP Plan/Subarea Plan will be required only to provide mitigation or conservation that is proportional to the project's expected impacts to the southwestern San Diego County ecosystem; and
- ◆ that the mitigation strategy described in the MSCP Plan/Subarea Plan evidences a clear nexus between mitigation required for projects covered by the MSCP Plan/Subarea Plan and the projects' expected impacts to the southwestern San Diego County ecosystem.

Based on these findings, pursuant to §2820, CDFG hereby approves the County of San

Diego Subarea Plan, as an integrated part of the MSCP Plan, for implementation as an NCCP.

IV. Take Authorization.

Pursuant to §2835, CDFG may permit the taking of any identified species whose conservation and management is provided for in a CDFG approved natural communities conservation plan. CDFG hereby authorizes take of the species identified below incidental to development and growth activities that are subject to, and are carried out in compliance with the MSCP Plan, the Subarea Plan, and the Implementing Agreement.

A. Scope of Take Authorization.

Development and growth activities potentially subject to and covered by the MSCP Plan, Subarea Plan and the Implementing Agreement include,

1. Urban facilities, structures, and uses, without limitation,
2. Residential, commercial, facilities and infrastructure improvements,
3. Road and related transportation facilities,
4. Agricultural activities on specified lands, and
5. Development and management of permanent, multi-habitat preserves within the MHPA.

B. Identified Species.

The following 85 species will be affected by public and private projects and activities covered by the Subarea Plan. While the Subarea Plan provides benefits for these species, it may also subject them to direct and indirect adverse impacts associated with public and private projects and activities covered by the Subarea Plan. Species evaluations and findings are described in the MSCP Plan (Volume I). Estimated habitat loss, by vegetation community, is detailed in the Subarea Plan as approved by the Board of Supervisors on October 22, 1997. This list constitutes the list of "Covered Species Subject to Incidental Take," pursuant to the Implementing Agreement. Species listed under CESA are underlined.

Plants

1. California orcutt grass (*Orcuttia californica*) (endangered)
2. Coastal dunes milk vetch (*Astragalus tener* var. *titi*) (endangered)
3. Dehesa bear-grass (*Nolina interrata*) (endangered)
4. Dunn's mariposa lily (*Calochortus dunnii*) (rare)

5. Encinitas baccharis (*Baccharis vanessae*) (endangered)
6. Gander's butterweed (*Senecio ganderi*) (rare)
7. Nevin's barberry (*Berberis nevini*) (endangered)
8. Otay mesa mint (*Pogogyne nudiuscula*) (endangered)
9. Otay tar plant (*Hemizonia conjugens*) (endangered)
10. Salt marsh bird's beak (*Cordylanthus maritimus* spp. *maritimus*) (endangered)
11. San Diego button-celery (*Eryngium aristulatum* spp. *parishii*) (endangered)
12. San Diego mesa mint (*Pogogyne abramsii*) (endangered)
13. San Diego thorn-mint (*Acanthomintha ilicifolia*) (endangered)
14. Short-leaved dudleya (*Dudleya blochmaniae* ssp. *brevifolia*) (endangered)
15. Small-leaved rose (*Rosa minutifolia*) (endangered)
16. Thread-leaf brodiaea (*Brodiaea filifolia*) (endangered)
17. Willowy monardella (*Monardella linoides* ssp. *viminea*) (endangered)
18. Aphanisma (*Aphanisma blitoides*)
19. Coast wallflower (*Erysimum ammophilum*)
20. Del Mar manzanita (*Arctostaphylos glandulosa* var. *crassifolia*)
21. Del Mar Mesa sand aster (*Lessingia filaginifolia* var. *linifolia*)
22. Dense reed grass (*Calamagrostis koelerioides*)
23. Felt-leaved monardella (*Monardella hypoleuca* ssp. *lanata*)
24. Gander's pitcher sage (*Lepechinia ganderi*)
25. Heart-leaved pitcher sage (*Lepechinia cardiophylla*)
26. Lakeside ceanothus (*Ceanothus cyaneus*)
27. Narrow-leaved nightshade (*Solanum temilobatum*)
28. Nuttall's lotus (*Lotus nuttallianus*)
29. Orcutt's bird beak (*Cordylanthus orcuttiamus*)
30. Otay manzanita (*Arctostaphylos otayensis*)
31. Palmer's ericameria (*Ericameria palmeri* ssp. *palmeri*)
32. Parry's tetracoccus (*Tetracoccus dioicus*)
33. Protstrate navarretia (*Navarretia fossalis*)
34. San Diego ambrosia (*Ambrosia pumila*)
35. San Diego barrel cactus (*Ferocactus viridescens*)
36. San Diego Golden star (*Muilla clevelandii*)
37. San Miguel savory (*Satureja chandleri*)
38. Shaw's agave (*Agave shawii*)
39. Slender-pod jewelflower (*Caulanthus stenocarpus*)
40. Sticky dudleya (*Dudleya viscida*)
41. Tecate cypress (*Cupressus forbesii*)
42. Torrey pine (*Pinus torreyana* ssp. *torreyana*)
43. Variegated dudleya (*Dudleya variegata*)

Amphibians

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44. Arroyo southwestern toad (*Bufo microscaphus californicus*)
45. California red-legged frog (*Rana aurora draytonii*)

Reptiles

46. Orange-throated whiptail (*Cnemidophorus hyperythrus beldingi*)
47. San Diego horned lizard (*Phrynosoma coronatum blainvillei*)
48. Southwestern pond turtle (*Clemmys marmorata ssp. pallida*)

Birds

49. American peregrine falcon (*Falco peregrinus*) (endangered)
50. Bald eagle (*Haliaeetus leucocephalus*) (endangered)
51. Belding's savannah sparrow (*Passerculus sandwichensis ssp. beldingi*) (endangered)
52. California brown pelican (*Pelecanus occidentalis ssp. californicus*) (endangered)
53. California least tern (*Sterna antillarum ssp. browni*) (endangered)
54. Least Bell's vireo (*Vireo bellii ssp. pusillus*) (endangered)
55. Light-footed clapper rail (*Rallus longirostris ssp. levipes*) (endangered)
56. Southwestern willow flycatcher (*Empidonax trailli extimus*) (endangered)
57. Swainson's Hawk (*Buteo swainsoni*) (threatened)
58. California rufous-crowned sparrow (*Aimophila ruficeps ssp. canescens*)
59. Canada goose (*Branta canadensis moffitti*)
60. Coastal California gnatcatcher (*Polioptila californica ssp. californica*)
61. Coastal cactus wren (*Campylorhynchus brunneicapillus ssp. couesi*)
62. Cooper's hawk (*Accipiter cooperi*)
63. Elegant tern (*Sterna elegans*)
64. Ferruginous hawk (*Buteo regalis*)
65. Golden eagle (*Aquila chrysaetos canadensis*)
66. Large-billed savannah sparrow (*Passerculus sandwichensis*)
67. Long-billed curlew (*Numenius americanus*)
68. Mountain plover (*Charadrius montanus*)
69. Northern harrier (*Circus cyaneus*)
70. Reddish egret (*Egretta rufescens*)
71. Tricolored blackbird (*Agelaius tricolor*)
72. Western bluebird (*Sialia mexicana*)
73. Western burrowing owl (*Speotyto cunicularia ssp. hypugasa*)
74. Western snowy plover (*Charadrius alexandrinus ssp. nivosus*)
75. White-faced ibis (*Plegadis chihi*)

Mammals

- 76. American Badger (*Taxidea taxus*)
- 77. Southern mule deer (*Odocoileus hemionus fuliginata*)
- 78. Mountain Lion (*Felis concolor*)

Invertebrates

- 79. Riverside fairy shrimp (*Streptocephalus woottoni*)
- 80. Salt marsh skipper (*Panoquina errans*)
- 81. San Diego fairy shrimp (*Branchinecta sandiegoensis*)
- 82. Thorne's hairstreak butterfly (*Mitoura thornei*)

Plants

- 83. Orcutt's brodiaea (*Brodiaea orcuttii*)
- 84. Snake cholla (*Opuntia parryi* var. *serpentina*)
- 85. Wart-stemmed ceanothus (*Ceanothus verrucosus*)

C. Conservation and Management Measures.

This take authorization is specifically contingent on the following:

- ◆ All requirements detailed in the MSCP Plan and the Subarea Plan shall be implemented by the County of San Diego as specified in the Implementing Agreement between the Department, the USFWS and the County of San Diego.
- ◆ This take authorization shall commence on the date of this NCCP Approval and shall remain effective, subject to the Implementing Agreement, for so long as this NCCP Approval is effective.

D. Additional Species.

In the event that a species not identified in this take authorization is listed as endangered or threatened pursuant Fish and Game Code Section 2070, or is a candidate for such listing pursuant to Fish and Game Code Section 2074.2, the Department shall consider, and if appropriate, expeditiously act to negotiate and execute, a memorandum of understanding with the County of San Diego providing for the conservation and management of the species in order to extend this take authorization to the species.

In determining whether any further mitigation measures are required to amend this take authorization to include an additional species, the Department shall follow the process described in the MSCP Plan.

E. Limitations.

8138

This take authorization does not constitute or imply compliance with, or entitlement to proceed with any project under laws and regulations beyond the authority and jurisdiction of the Department. The County of San Diego has independent responsibility for compliance with any and all applicable laws and regulations.

V. Federal 4(d) Rule.

The special 4(d) Rule for the California gnatcatcher, adopted by USFWS on December 10, 1993, provides, in part:

Incidental take of the coastal California gnatcatcher will not be considered a violation of § 9 of the Endangered Species Act of 1973, as amended (Act), if it results from activities conducted pursuant to the State of California's Natural Community Conservation Planning Act of 1991, and in accordance with a NCCP plan for the protection of CSS habitat, prepared consistent with the State's NCCP Conservation and Process Guidelines, provided that:

(i) The NCCP plan has been prepared, approved, and implemented pursuant to Fish & Game Code §§ 2800 - 2840; and

(ii) The Fish and Wildlife Service has issued written concurrence that the NCCP plan meets the standards set forth in 50 CFR 17.32(b)(2).

CDFG's findings herein are intended to demonstrate that the MSCP Plan/Subarea Plan has been prepared, approved and implemented in compliance with subsection (i) above.

VI. Suspension and Termination.

This NCCP Approval is subject to suspension or termination by action of the Director of CDFG.

VII. Duration.

This NCCP Approval shall remain effective for 50 years from the effective date below, unless suspended, terminated or extended by earlier action of the Director of CDFG.

Signed: Jacqueline E. Schafer

Date: March 17, 1998

Jacqueline E. Schafer, Director
California Department of Fish and Game

FAX MESSAGE

8139



Date: Dec-11-00 10:28 AM

To:

Fax No: 919497980511

From:

Fax No: 9164459675

Total: 19Page (s)
(Including this page)

08140

CONDUITS, INCLUDING BUT NOT LIMITED TO ELECTRIC POWER, TELEPHONE, GAS, WATER, SEWER AND CABLE TELEVISION LINES AND UTILITIES THEREOF, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 16033, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 22, 1990 AS FILE/PAGE NO. 90-152376 OF OFFICIAL RECORDS, DELINEATED AND DESIGNATED AS 40.00 WIDE ACCESS AND UTILITY EASEMENT TO SUBSEQUENT OWNERS OF PARCEL 2 FROM PARCEL 1, PURSUANT TO SECTION 18.20.150 OF THE CHULA VISTA MUNICIPAL CODE, ON SAID PARCEL MAP.

PARCEL 6:

BEING A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ALL IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89°44'48" EAST, 1301.37 FEET TO THE NORTHWESTERLY CORNER OF RECORD OF SURVEY NO. 8514, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AND STATE, THENCE ALONG THE BOUNDARY OF SAID RECORD OF SURVEY SOUTH 00°43'23" WEST 2644.25 FEET, NORTH 89°04'03" WEST, 649.93 FEET, SOUTH 02°00'05" WEST 659.32 FEET, NORTH 89°00'58" WEST 653.64 FEET, SOUTH 02°25'42" WEST 886.10 FEET, THENCE LEAVING SAID BOUNDARY NORTH 86°56'21" WEST 1813.50 FEET, THENCE NORTH 00°00'00" EAST, 1424.12 FEET, THENCE NORTH 89°18'33" EAST, 1875.74 FEET, THENCE NORTH 00°41'05" EAST 1308.67 FEET, THENCE SOUTH 89°24'22" WEST 484.37 FEET, THENCE NORTH 00°00'00" EAST 1309.25 FEET TO A POINT ON THE NORTH 00°00'00" EAST 1309.25 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, THENCE ALONG SAID LINE NORTH 89°30'11" EAST 500.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT G

8141

EASEMENT TO SDG&E PER
DOC. REC. 2-06-87 AS
F/P 87-068825 O.R.

POINT "B"
200'

N 86°56'23"W 1849.42'

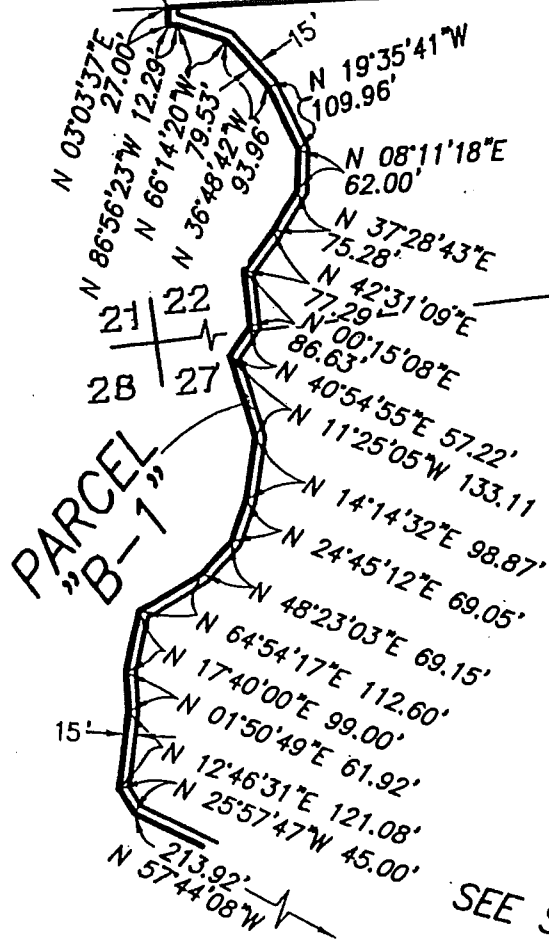
N 02°24'47"E
385.28'

22 23
27 26

POINT OF BEGINNING
NW CORNER, SEC 26,
T 17 S, R 1 W, SBM

PARCEL "B"
(0S-3)

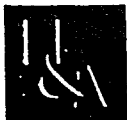
N 00°24'57"E 1319.72'



SEE SHEET NO. 2

SCALE: 1" = 300'

N 89°55'19"W 1330.78'



HUNSAKER
& ASSOCIATES
SAN DIEGO, INC

PLANNING 1079 Huernekens St. Suite 200
ENGINEERING San Diego, Ca 92121
SURVEYING PH(658)558-4500 · FX(658)558-1414
R:\0135\demap\EP 0S-J PH 1 SHT 01.DWG W.O./ 2091-4



SCALE 1" = 300'

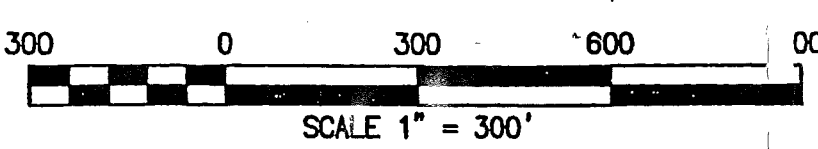
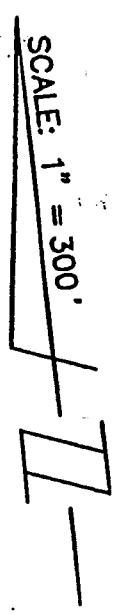
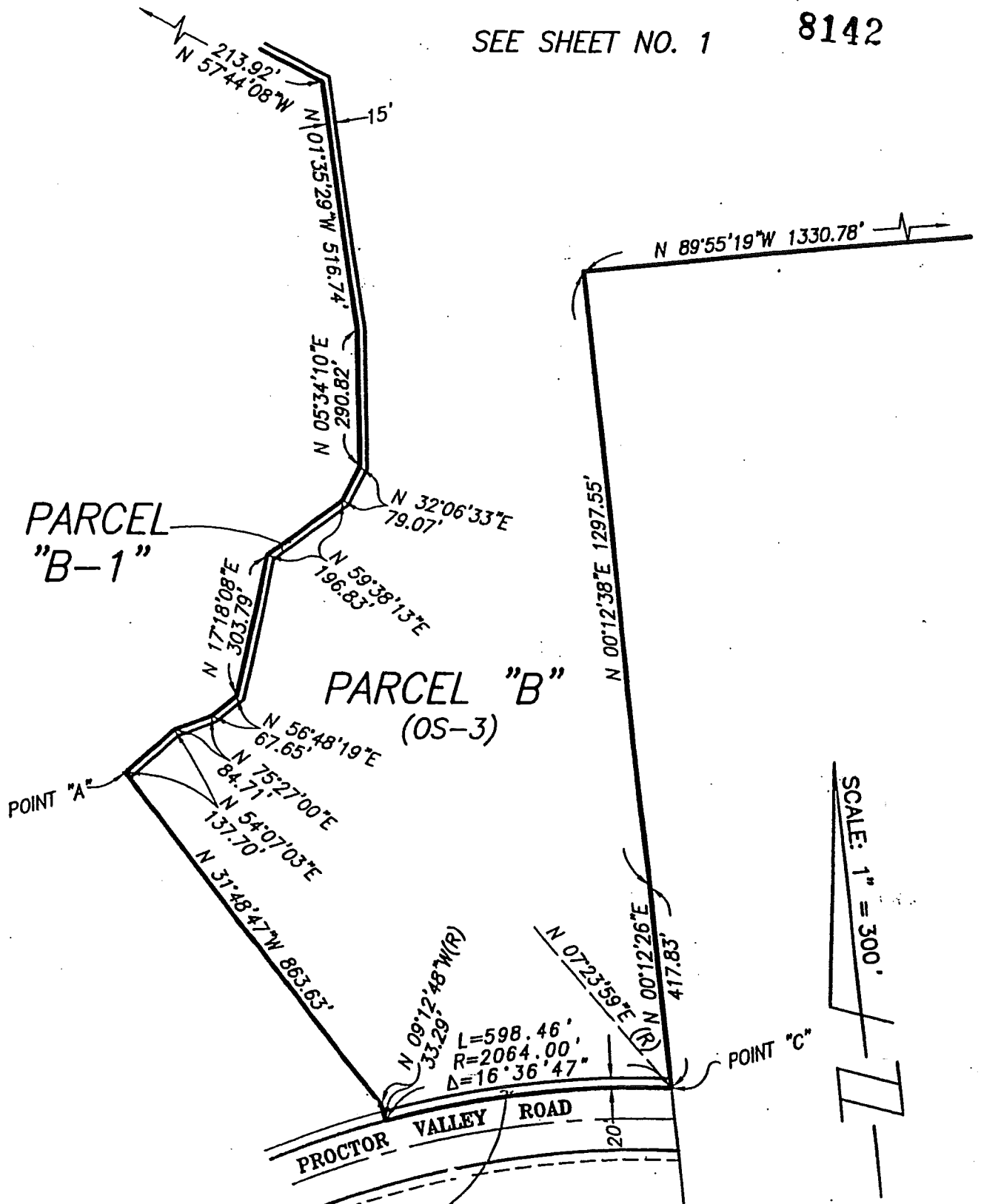
EXHIBIT H

EXHIBIT "B"

SHEET 2 OF 2

SEE SHEET NO. 1

8142



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R:\0135\Armap\EP 05-3 PH 1 SH 02.DWG W.O.J 2091-4

LEGAL DESCRIPTION

THOSE PORTIONS OF SECTIONS 22 AND 27 IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "B" (OS-3)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 26 OF SAID TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAID POINT BEING IN THE EASTERLY BOUNDARY OF THAT LAND DESCRIBED IN GRANT DEED TO TRIMARK PACIFIC – SAN MIGUEL LLC, (HEREINAFTER REFERRED TO AS "TRIMARK LAND"), FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON SEPTEMBER 10, 1997 AS DOCUMENT NO. 1997-0439631 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID "TRIMARK LAND" THE FOLLOWING 4 COURSES:

1. ALONG THE WESTERLY LINE OF SAID SECTION 26 SOUTH 00°24'57" WEST, 1319.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;
2. THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER NORTH 89°55'19" WEST, 1330.78 FEET TO THE NORTHWEST CORNER THEREOF;
3. THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER SOUTH 00°12'38" WEST, 1297.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;
4. THENCE ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SOUTH 00°12'26" WEST, 417.83 FEET TO A POINT DESIGNATED HEREON AS POINT "C", SAID POINT BEING IN THE NORTHERLY SIDELINE OF THAT CERTAIN EASEMENT FOR STREET PURPOSES KNOWN AS PROCTOR VALLEY ROAD GRANTED TO THE CITY OF CHULA VISTA, PER DOCUMENT FILED IN SAID OFFICE OF THE COUNTY RECORDER ON NOVEMBER 13, 1997 AS FILE NO. 1997-0571418 OF OFFICIAL RECORDS OF SAID COUNTY,

SAID POINT BEING IN A NON-TANGENT 2064.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 07°23'59" EAST TO SAID POINT;

THENCE LEAVING THE BOUNDARY OF SAID "TRIMARK LAND" WESTERLY ALONG SAID NORTHERLY SIDELINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°36'47", A DISTANCE OF 598.46 FEET; THENCE LEAVING SAID SIDELINE THE FOLLOWING 30 COURSES:

5. NON-TANGENT TO SAID CURVE NORTH 9°12'48" WEST, 33.29 FEET;
6. THENCE NORTH 31°48'47" WEST, 863.63 FEET; TO A POINT DESIGNATED HEREON AS POINT "A";
7. THENCE NORTH 54°07'03" EAST, 137.70 FEET;
8. THENCE NORTH 75°27'00" EAST, 84.71 FEET;
9. THENCE NORTH 56°48'19" EAST, 67.65 FEET;
10. THENCE NORTH 17°18'08" EAST, 303.79 FEET;
11. THENCE NORTH 59°38'13" EAST, 196.83 FEET;
12. THENCE NORTH 32°06'33" EAST, 79.07 FEET;
13. THENCE NORTH 5°34'10" EAST, 290.82 FEET;
14. THENCE NORTH 1°35'29" WEST, 516.74 FEET;
15. THENCE NORTH 57°44'08" WEST, 213.92 FEET;
16. THENCE NORTH 25°57'47" WEST, 45.00 FEET;
17. THENCE NORTH 12°46'31" EAST, 121.08 FEET;
18. THENCE NORTH 1°50'49" EAST, 61.92 FEET;
19. THENCE NORTH 17°40'00" EAST, 99.00 FEET;
20. THENCE NORTH 64°54'17" EAST, 112.60 FEET;
21. THENCE NORTH 48°23'03" EAST, 69.15 FEET;
22. THENCE NORTH 24°45'12" EAST, 69.05 FEET;
23. THENCE NORTH 14°14'32" EAST, 98.87 FEET;
24. THENCE NORTH 11°25'05" WEST, 133.11 FEET;
25. THENCE NORTH 40°54'55" EAST, 57.22 FEET;
26. THENCE NORTH 0°15'08" EAST, 86.63 FEET;
27. THENCE NORTH 42°31'09" EAST, 77.29 FEET;
28. THENCE NORTH 37°28'43" EAST, 75.28 FEET;
29. THENCE NORTH 8°11'18" EAST, 62.00 FEET;
30. THENCE NORTH 19°35'41" WEST, 109.96 FEET;

31. THENCE NORTH 36°48'42" WEST, 93.96 FEET;
32. THENCE NORTH 66°14'20" WEST, 79.53 FEET;
33. THENCE NORTH 86°56'23" WEST, 12.29 FEET;
34. THENCE NORTH 3°03'37" EAST, 27.00 FEET TO A POINT DESIGNATED
HEREON AS POINT "B", SAID POINT BEING IN THE SOUTHERLY LINE OF
THAT CERTAIN 200.00 FOOT WIDE EASEMENT TO SAN DIEGO GAS AND
ELECTRIC COMPANY DESCRIBED IN "EXHIBIT B" OF FINAL ORDER OF
CONDEMNATION RECORDED FEBRUARY 6, 1987 AS FILE/PAGE NO. 87-
068825 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO
BEING IN THE BOUNDARY OF SAID "TRIMARK LAND";

THENCE ALONG SAID BOUNDARY THE FOLLOWING 2 COURSES:

35. ALONG SAID SOUTHERLY LINE SOUTH 86°56'23" EAST, 1849.42 FEET TO A
POINT IN THE EASTERLY LINE OF SAID SECTION 22;
36. THENCE LEAVING SAID SOUTHERLY LINE ALONG SAID EASTERLY LINE
SOUTH 02°24'47" WEST, 385.28 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A 15 FOOT WIDE STRIP OF LAND, THE WESTERLY SIDELINE
OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED
ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 7 THROUGH 34.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS
NECESSARY SO AS TO TERMINATE SOUTHWESTERLY IN A LINE THAT BEARS NORTH
31°48'47" WEST THROUGH POINT "A" AND TERMINATE NORTHEASTERLY IN A LINE
THAT BEARS NORTH 86°56'23" WEST THROUGH POINT "B".

ALSO EXCEPTING THEREFROM A 20 FOOT WIDE STRIP OF LAND LYING ON THE
NORTHERLY SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "C", SAID POINT BEING IN THE
NORTHERLY SIDELINE OF THAT CERTAIN EASEMENT FOR STREET PURPOSES
KNOWN AS PROCTOR VALLEY ROAD GRANTED TO THE CITY OF CHULA VISTA, PER
DOCUMENT FILED IN SAID OFFICE OF THE COUNTY RECORDER ON NOVEMBER 13,
1997 AS FILE NO. 1997-0571418 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT

8146

ALSO BEING THE BEGINNING OF A NON-TANGENT 2064.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 07°23'59" EAST TO SAID POINT; THENCE WESTERLY ALONG SAID NORTHERLY SIDELINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°36'47" A DISTANCE OF 598.46 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE EASTERLY IN A LINE THAT BEARS SOUTH 00°12'26" WEST THROUGH POINT "C" AND WESTERLY IN A LINE THAT BEARS NORTH 09°12'48" WEST THROUGH THE POINT OF TERMINUS.

PARCEL "B" CONTAINS 100.916 ACRES MORE OR LESS.

PARCEL "B-1"

A 15 FOOT WIDE STRIP OF LAND, THE WESTERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL "B" ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 7 THROUGH 34.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE SOUTHWESTERLY IN A LINE THAT BEARS NORTH 31°48'47" WEST THROUGH POINT "A" AND TERMINATE NORTHEASTERLY IN A LINE THAT BEARS NORTH 86°56'23" WEST THROUGH POINT "B".

PARCEL "B-1" CONTAINS 1.170 ACRES MORE OR LESS.

PARCEL "B-2"

A 20 FOOT WIDE STRIP OF LAND LYING ON THE NORTHERLY SIDE OF THE FOLLOWING DESCRIBED LINE:


BEGINNING AT THE ABOVE DESCRIBED POINT "C", SAID POINT BEING IN THE NORTHERLY SIDELINE OF THAT CERTAIN EASEMENT FOR STREET PURPOSES KNOWN AS PROCTOR VALLEY ROAD GRANTED TO THE CITY OF CHULA VISTA, PER DOCUMENT FILED IN SAID OFFICE OF THE COUNTY RECORDER ON NOVEMBER 13, 1997 AS FILE NO. 1997-0571418 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT

8147

ALSO BEING THE BEGINNING OF A NON-TANGENT 2064.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 07°23'59" EAST TO SAID POINT; THENCE WESTERLY ALONG SAID NORTHERLY SIDELINE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°36'47" A DISTANCE OF 598.46 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE EASTERLY IN A LINE THAT BEARS SOUTH 00°12'26" WEST THROUGH POINT "C" AND WESTERLY IN A LINE THAT BEARS NORTH 09°12'48" WEST THROUGH THE POINT OF TERMINUS.

PARCEL "B-2" CONTAINS 0.280 ACRES MORE OR LESS.


12 -7-00
DANA MICHAEL SEGUIN L.S. 6215
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21 IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (OS-1)

COMMENCING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 21 AS DEPICTED ON RECORD OF SURVEY MAP NO. 10018, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON APRIL 18, 1985; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 21 NORTH 00°11'11" WEST, 661.87 FEET (RECORD NORTH 00°10'09" WEST, 662.02 FEET PER RECORD OF SURVEY NO. 10018) TO THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 OF SAID TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE RETRACING SOUTH 00°11'11" EAST, 55.54 FEET TO A POINT IN THE SOUTHEASTERLY SIDELINE OF THAT CERTAIN 250.00 FOOT WIDE EASEMENT IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY PER DOCUMENT FILED IN SAID OFFICE OF THE COUNTY RECORDER ON MARCH 7, 1960 AS FILE NO. 47403 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID EASTERLY LINE OF FRACTIONAL SECTION 21 ALONG SAID SOUTHEASTERLY SIDELINE SOUTH 40°31'14" WEST, 334.92 FEET; THENCE LEAVING SAID SOUTHEASTERLY SIDELINE THE FOLLOWING 43 COURSES:

1. THENCE NORTH 6°36'10" WEST, 12.97 FEET;
2. THENCE NORTH 15°59'55" EAST, 18.21 FEET;
3. THENCE NORTH 32°01'46" EAST, 101.25 FEET;
4. THENCE NORTH 27°24'19" EAST, 109.05 FEET;
5. THENCE NORTH 80°52'00" WEST, 93.54 FEET;
6. THENCE SOUTH 29°14'14" WEST, 95.60 FEET;
7. THENCE SOUTH 21°59'35" WEST, 10.05 FEET;
8. THENCE SOUTH 71°16'30" WEST, 19.01 FEET;
9. THENCE SOUTH 28°45'15" WEST, 62.95 FEET;

8150

10. THENCE SOUTH 10°13'03" WEST, 72.72 FEET;
11. THENCE NORTH 84°07'43" WEST, 5.59 FEET;
12. THENCE SOUTH 71°41'00" WEST, 56.55 FEET;
13. THENCE NORTH 88°15'48" WEST, 42.62 FEET;
14. THENCE SOUTH 68°40'17" WEST, 62.16 FEET;
15. THENCE NORTH 89°42'43" WEST, 16.70 FEET;
16. THENCE NORTH 60°23'17" WEST, 34.52 FEET;
17. THENCE NORTH 72°32'15" WEST, 32.37 FEET;
18. THENCE NORTH 87°03'14" WEST, 24.92 FEET;
19. THENCE SOUTH 79°09'00" WEST, 143.88 FEET;
20. THENCE SOUTH 71°14'51" WEST, 104.24 FEET;
21. THENCE SOUTH 68°30'18" WEST, 247.22 FEET;
22. THENCE SOUTH 52°01'46" WEST, 62.92 FEET;
23. THENCE SOUTH 77°30'05" WEST, 67.24 FEET;
24. THENCE NORTH 18°56'00" WEST, 144.00 FEET;
25. THENCE NORTH 4°00'00" EAST, 52.00 FEET;
26. THENCE NORTH 25°00'00" EAST, 63.00 FEET;
27. THENCE NORTH 19°30'32" EAST, 36.11 FEET;
28. THENCE NORTH 3°32'00" WEST, 171.00 FEET;
29. THENCE NORTH 4°38'00" EAST, 143.00 FEET;
30. THENCE NORTH 62°00'00" EAST, 49.00 FEET;
31. THENCE NORTH, 100.00 FEET;
32. THENCE NORTH 16°00'00" WEST, 100.00 FEET;
33. THENCE NORTH 33°40'00" WEST, 70.00 FEET;
34. THENCE NORTH 49°00'00" WEST, 96.00 FEET;
35. THENCE NORTH 34°00'00" WEST, 38.00 FEET;
36. THENCE NORTH 43°00'49" WEST, 72.47 FEET;
37. THENCE NORTH 33°43'00" WEST, 155.00 FEET;
38. THENCE NORTH 32°20'00" WEST, 153.00 FEET;
39. THENCE NORTH 39°07'15" WEST, 39.22 FEET;
40. THENCE NORTH 30°00'00" EAST, 59.00 FEET;
41. THENCE NORTH 21°00'00" WEST, 132.00 FEET;
42. THENCE NORTH 39°00'00" WEST, 34.00 FEET;
43. THENCE NORTH 1°00'00" WEST, 116.00 FEET TO A POINT IN THE
NORTHERLY BOUNDARY OF THAT LAND DESCRIBED IN GRANT DEED TO

8151

TRIMARK PACIFIC – SAN MIGUEL LLC, (HEREINAFTER REFERRED TO AS "TRIMARK LAND"), FILED IN SAID OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 10, 1997 AS DOCUMENT NO. 1997-0439631 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEARS NORTH 50°37'13" WEST, 683.23 FEET FROM THE SOUTHEASTERLY TERMINUS OF THAT COURSE DESCRIBED IN SAID DEED AS

"SOUTH 50°37'15" EAST, 2090.41 FEET"; THENCE ALONG THE BOUNDARY OF SAID "TRIMARK LAND" THE FOLLOWING 3 COURSES:

1. SOUTH 50°37'13" EAST (RECORD SOUTH 50°37'15" EAST), 683.23 FEET;
2. THENCE SOUTH 72°03'57" EAST, 575.53 FEET (RECORD SOUTH 72°03'52" EAST, 575.50 FEET);
3. THENCE SOUTH 45°00'07" EAST, 691.99 FEET (RECORD SOUTH 45°00'28" EAST, 692.02 FEET) TO THE TRUE POINT OF BEGINNING.

PARCEL "A" CONTAINS 23.972 ACRES, MORE OR LESS.

PARCEL "A-1"

THAT PORTION OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 21 IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 21 AS DEPICTED ON RECORD OF SURVEY MAP NO. 10018, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON APRIL 18, 1985; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 21 NORTH 00°11'11" WEST, 661.87 FEET (RECORD NORTH 00°10'09" WEST, 662.02 FEET PER RECORD OF SURVEY NO. 10018) TO THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 OF SAID TOWNSHIP 17 SOUTH, RANGE 1 WEST; THENCE RETRACING SOUTH 00°11'11" EAST, 55.54 FEET TO A POINT IN THE SOUTHEASTERLY SIDELINE OF THAT CERTAIN 250.00 FOOT WIDE EASEMENT IN FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY PER

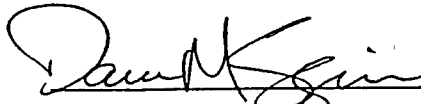
DOCUMENT FILED IN SAID OFFICE OF THE COUNTY RECORDER ON MARCH 7, 1960 AS FILE NO. 47403 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID EASTERLY LINE OF FRACTIONAL SECTION 21 ALONG SAID SOUTHEASTERLY SIDELINE SOUTH 40°31'14" WEST, 334.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY SIDELINE THE FOLLOWING 31 COURSES:

1. THENCE NORTH 6°36'10" WEST, 12.97 FEET;
2. THENCE NORTH 15°59'55" EAST, 18.21 FEET;
3. THENCE NORTH 32°01'46" EAST, 101.25 FEET;
4. THENCE NORTH 27°24'19" EAST, 109.05 FEET;
5. THENCE NORTH 80°52'00" WEST, 93.54 FEET;
6. THENCE SOUTH 29°14'14" WEST, 95.60 FEET;
7. THENCE SOUTH 21°59'35" WEST, 10.05 FEET;
8. THENCE SOUTH 71°16'30" WEST, 19.01 FEET;
9. THENCE SOUTH 28°45'15" WEST, 62.95 FEET;
10. THENCE SOUTH 10°13'03" WEST, 72.72 FEET;
11. THENCE NORTH 84°07'43" WEST, 5.59 FEET;
12. THENCE SOUTH 71°41'00" WEST, 56.55 FEET;
13. THENCE NORTH 88°15'48" WEST, 42.62 FEET;
14. THENCE SOUTH 68°40'17" WEST, 62.16 FEET;
15. THENCE NORTH 89°42'43" WEST, 16.70 FEET;
16. THENCE NORTH 60°23'17" WEST, 34.52 FEET;
17. THENCE NORTH 72°32'15" WEST, 32.37 FEET;
18. THENCE NORTH 87°03'14" WEST, 24.92 FEET;
19. THENCE SOUTH 79°09'00" WEST, 143.88 FEET;
20. THENCE SOUTH 71°14'51" WEST, 104.24 FEET;
21. THENCE SOUTH 68°30'18" WEST, 247.22 FEET;
22. THENCE SOUTH 52°01'46" WEST, 62.92 FEET;
23. THENCE NORTH 66°10'37" EAST, 204.07 FEET;
24. THENCE NORTH 72°00'46" EAST, 194.49 FEET;
25. THENCE NORTH 80°50'30" EAST, 165.01 FEET;
26. THENCE SOUTH 68°13'37" EAST, 87.78 FEET;
27. THENCE NORTH 74°56'47" EAST, 74.35 FEET;
28. THENCE SOUTH 88°30'00" EAST, 38.00 FEET;
29. THENCE NORTH 72°00'00" EAST, 38.13 FEET;

8153

30. THENCE SOUTH 39°33'21" EAST, 68.85 FEET TO A POINT ON THE
SOUTHEASTERLY SIDELINE OF SAID 250.00 FOOT WIDE EASEMENT IN
FAVOR OF SAN DIEGO GAS & ELECTRIC COMPANY;
31. THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 40°31'14" EAST,
111.52 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "A-1" CONTAINS 0.984 ACRES, MORE OR LESS.

 12-8-00
DANA MICHAEL SEGUIN L.S. 6215
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTH HALF OF FRACTIONAL SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "C" (OS-6)

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 28 AS DEPICTED ON RECORD OF SURVEY MAP NO. 8752, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 9, 1981, SAID POINT BEARS NORTH $89^{\circ}39'12''$ WEST, 2660.95 FEET (NORTH $89^{\circ}39'18''$ WEST, 2660.53 FEET PER RECORD OF SURVEY MAP NO. 8752) FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 28; THENCE, SOUTH $02^{\circ}12'55''$ EAST, 1156.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING 9 COURSES:

1. SOUTH $06^{\circ}08'40''$ WEST, 10.49 FEET TO A POINT DESIGNATED HEREON AS POINT "A";
2. THENCE CONTINUING SOUTH $06^{\circ}08'40''$ WEST, 245.98 FEET;
3. THENCE SOUTH $19^{\circ}47'29''$ WEST, 168.57 FEET;
4. THENCE SOUTH $50^{\circ}52'13''$ WEST, 126.70 FEET;
5. THENCE SOUTH $19^{\circ}17'15''$ WEST, 259.77 FEET;
6. THENCE SOUTH $43^{\circ}02'00''$ EAST, 117.42 FEET;
7. THENCE SOUTH $18^{\circ}18'44''$ WEST, 246.62 FEET;
8. THENCE SOUTH $23^{\circ}20'00''$ WEST, 183.80 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 400.00 FEET, A RADIAL LINE OF SAID CURVE BEARS SOUTH $11^{\circ}44'34''$ WEST TO SAID POINT;
9. THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $26^{\circ}47'46''$ A DISTANCE OF 187.07 FEET;

THENCE NORTH 74°56'48" EAST, 311.11 FEET TO THE NORTHWESTERLY BOUNDARY OF THAT LAND CONDEMNED TO SAN DIEGO GAS AND ELECTRIC COMPANY PER FINAL DECREE OF CONDEMNATION RECORDED JULY 3, 1963 AS FILE/PAGE NO. 96521 OF OFFICIAL RECORDS OF SAID COUNTY AS SHOWN AND DELINEATED ON SAID RECORD OF SURVEY MAP NO. 8752; THENCE ALONG SAID BOUNDARY THE FOLLOWING 3 COURSES;

1. NORTH 40°31'08" EAST, 990.83 FEET;
2. THENCE SOUTH 49°29'52" EAST, 279.94 FEET;
3. THENCE SOUTH 00°18'38" WEST, 301.58 FEET;

THENCE LEAVING SAID BOUNDARY ALONG THE FOLLOWING 19 COURSES:

1. NORTH 55°10'27" EAST, 103.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 510.00 FEET;
2. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°22'42" A DISTANCE OF 127.98 FEET;
3. THENCE NON-TANGENT TO SAID CURVE NORTH 07°20'00" WEST, 32.44 FEET;
4. THENCE NORTH 19°30'00" WEST, 90.00 FEET;
5. THENCE NORTH 00°50'00" WEST, 314.00 FEET;
6. THENCE NORTH 26°20'00" WEST, 136.16 FEET;
7. THENCE NORTH 13°34'25" WEST, 26.00 FEET;
8. THENCE NORTH 41°24'00" WEST, 184.17 FEET;
9. THENCE NORTH 18°50'00" EAST, 14.05 FEET;
10. THENCE NORTH 02°00'00" EAST, 78.00 FEET;
11. THENCE NORTH 14°00'00" WEST, 49.00 FEET;
12. THENCE NORTH 48°24'00" WEST, 61.08 FEET;
13. THENCE SOUTH 88°48'05" WEST, 222.44 FEET;
14. THENCE NORTH 54°29'06" WEST, 439.31 FEET;
15. THENCE NORTH 72°20'55" WEST, 302.82 FEET;
16. THENCE SOUTH 78°08'17" WEST, 104.51 FEET TO A POINT DESIGNATED HEREON AS POINT "B";

8156

17. THENCE SOUTH 03°20'59" EAST, 267.35 FEET;
18. THENCE SOUTH 10°35'42" EAST, 184.94 FEET;
19. THENCE SOUTH 06°08'40" EAST, 15.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 30.00 FOOT WIDE STRIP OF LAND LYING EASTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE DESCRIBED POINT "B"; THENCE ALONG THE FOLLOWING 3 COURSES AS PREVIOUSLY DESCRIBED ABOVE:

1. SOUTH 03°20'59" EAST, 267.35 FEET;
2. THENCE SOUTH 10°35'42" EAST, 184.94 FEET;
3. THENCE SOUTH 06°08'40" EAST, 15.00 FEET TO THE ABOVE DESCRIBED POINT "A" AND THE POINT OF TERMINUS.

THE EASTERLY SIDELINE OF SAID 30.00 FOOT WIDE STRIP OF LAND IS TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE CERTAIN COURSE DESCRIBED ABOVE AS SOUTH 78°08'17" WEST, 104.51 FEET.

PARCEL "C" CONTAINS 31.039 ACRES MORE OR LESS.

PARCEL "C-1"

A 30.00 FOOT WIDE STRIP OF LAND LYING EASTERLY OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINE:

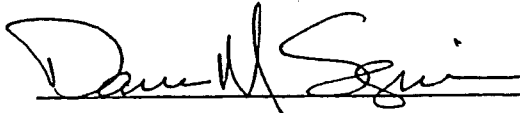
BEGINNING AT POINT "B" AS DESCRIBED IN PARCEL "C" ABOVE; THENCE ALONG THE FOLLOWING 3 COURSES AS DESCRIBED IN PARCEL "C" ABOVE:

4. SOUTH 03°20'59" EAST, 267.35 FEET;
5. THENCE SOUTH 10°35'42" EAST, 184.94 FEET;
6. THENCE SOUTH 06°08'40" EAST, 15.00 FEET TO POINT "A" AS DESCRIBED IN PARCEL "C" ABOVE AND THE POINT OF TERMINUS.

8157

THE EASTERLY SIDELINE OF SAID 30.00 FOOT WIDE STRIP OF LAND IS TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE NORTHERLY IN THE CERTAIN COURSE DESCRIBED IN PARCEL "C" ABOVE AS SOUTH 78°08'17" WEST, 104.51 FEET.

PARCEL "C-1" CONTAINS 0.332 ACRE MORE OR LESS.



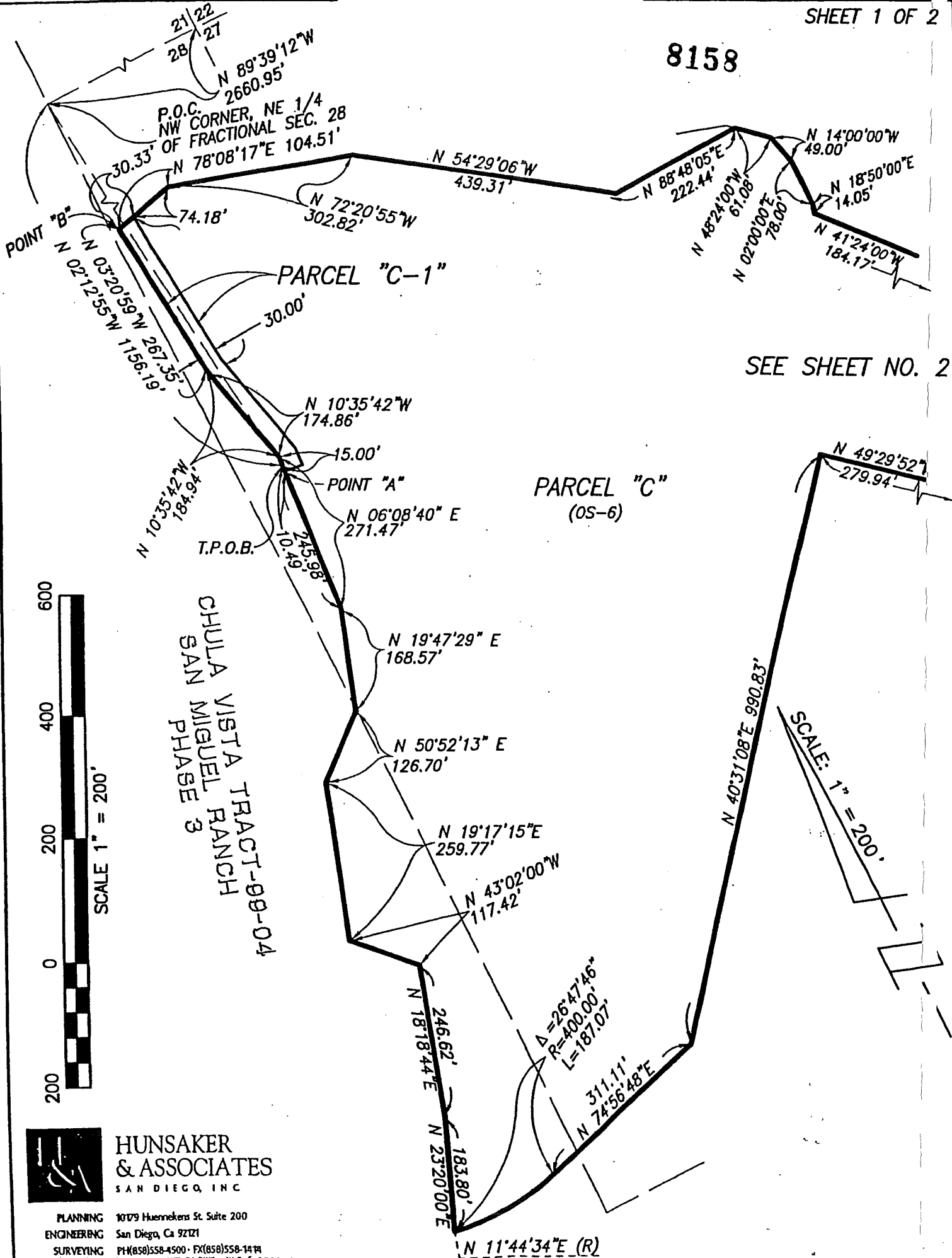
DANA MICHAEL SEGUIN

L.S. 6215

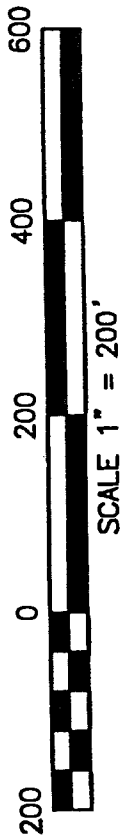
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



8158



SEE SHEET NO. 2



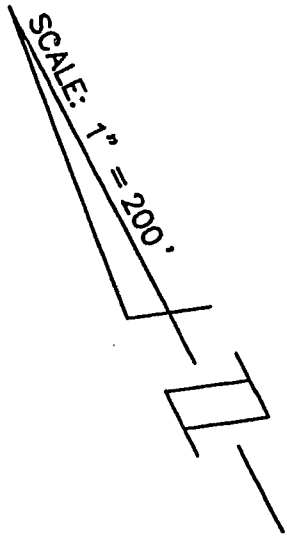
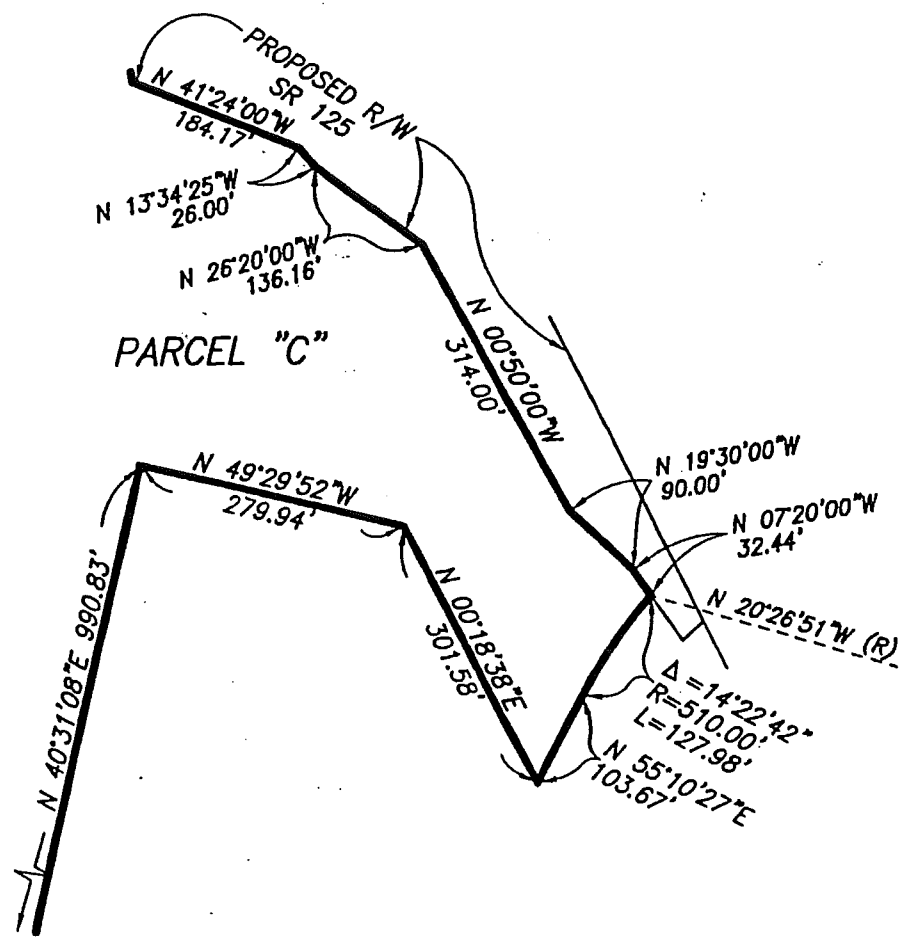
SCALE: 1" = 200'



PLANNING 1079 Huennekens St. Suite 200
 ENGINEERING San Diego, Ca 92121
 SURVEYING PH(658)558-4500 · FX(658)558-1414
 E:\0115\Armed\OP PH 2 SHT 01.DWG W.O.# 2091-4

8159

SEE SHEET NO. 1



SCALE 1" = 200'



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 ENGINEERING San Diego, Ca 92121
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8160

LEGAL DESCRIPTION

THOSE PORTIONS OF THE SOUTH HALF OF FRACTIONAL SECTION 21 AND PORTIONS OF THE NORTH HALF OF FRACTIONAL SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "D" (OS-7)

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 28 AS DEPICTED ON RECORD OF SURVEY MAP NO. 8752, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 9, 1981, SAID POINT BEARS NORTH 89°39'12" WEST, 2660.95 FEET (NORTH 89°39'18" WEST, 2660.53 FEET PER RECORD OF SURVEY MAP NO. 8752) FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 28; THENCE, SOUTH 02°12'55" EAST, 1156.19 FEET; THENCE NORTH 06°08'40" EAST, 15.00 FEET; THENCE NORTH 10°35'42" WEST, 184.94 FEET; THENCE NORTH 03°20'59" WEST, 267.35 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO DESIGNATED HEREON AS POINT "A"; THENCE ALONG THE FOLLOWING 27 COURSES:

1. CONTINUING NORTH 03°20'59" WEST, 12.87 FEET;
2. THENCE NORTH 57°34'46" WEST, 144.18 FEET;
3. THENCE NORTH 53°38'30" WEST, 131.13 FEET;
4. THENCE NORTH 42°10'11" WEST, 133.49 FEET;
5. THENCE NORTH 36°39'39" WEST, 195.02 FEET;
6. THENCE NORTH 08°59'23" EAST, 302.14 FEET;
7. THENCE NORTH 06°54'26" EAST, 450.19 FEET;
8. THENCE SOUTH 75°28'22" EAST, 112.89 FEET;
9. THENCE SOUTH 83°42'21" EAST, 96.02 FEET;
10. THENCE SOUTH 56°44'16" EAST, 313.37 FEET;
11. THENCE SOUTH 25°24'51" WEST, 134.11 FEET;
12. THENCE SOUTH 19°26'40" EAST, 56.45 FEET;

13. THENCE SOUTH 31°53'38" EAST, 50.57 FEET;
14. THENCE SOUTH 64°13'38" EAST, 269.23 FEET;
15. THENCE NORTH 89°33'57" EAST, 99.91 FEET;
16. THENCE NORTH 63°34'19" EAST, 153.23 FEET;
17. THENCE SOUTH 89°40'31" EAST, 165.92 FEET;
18. THENCE SOUTH 59°19'29" EAST, 102.77 FEET TO A POINT DESIGNATED
HEREON AS POINT "B";
19. THENCE SOUTH 38°15'00" WEST, 352.75 FEET;
20. THENCE SOUTH 13°20'00" WEST, 56.37 FEET;
21. THENCE SOUTH 16°40'42" EAST, 590.02 FEET;
22. THENCE SOUTH 72°16'00" EAST, 174.17 FEET;
23. THENCE SOUTH 48°24'00" EAST, 14.92 FEET;
24. THENCE SOUTH 88°48'05" WEST, 222.44 FEET;
25. THENCE NORTH 54°29'06" WEST, 439.31 FEET;
26. THENCE NORTH 72°20'55" WEST, 302.82 FEET;
27. THENCE SOUTH 78°08'17" WEST, 104.51 FEET TO THE TRUE POINT OF
BEGINNING.

EXCEPTING THEREFROM A 30.00 FOOT WIDE STRIP OF LAND, THE WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 1 THROUGH 18.

THE EASTERLY AND SOUTHERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE SOUTHERLY IN A LINE THAT BEARS NORTH 78°08'17" EAST THROUGH SAID POINT "A" AND TERMINATE NORTHEASTERLY IN A LINE THAT BEARS SOUTH 38°15'00" WEST THROUGH SAID POINT "B".

PARCEL "D" CONTAINS 20.304 ACRES MORE OR LESS.

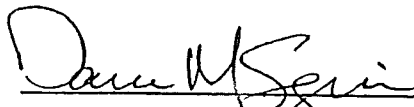
8162

PARCEL "D-1"

A 30.00 FOOT WIDE STRIP OF LAND, THE WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL D ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 1 THROUGH 18.

THE EASTERLY AND SOUTHERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE SOUTHERLY IN A LINE THAT BEARS NORTH 78°08'17" EAST THROUGH SAID POINT "A" AND TERMINATE NORTHEASTERLY IN A LINE THAT BEARS SOUTH 38°15'00" WEST THROUGH SAID POINT "B".

PARCEL "D-1" CONTAINS 1.980 ACRES MORE OR LESS.


_____ 12-6-00
DANA MICHAEL SEGUIN L.S. 6215
HUNSAKER & ASSOCIATES SAN DIEGO, INC.



8163

T 17 S, R 1 W,
SBM

MT. MIGUEL ROAD
(PROPOSED)

PARCEL "D-1"

PARCEL "D"
(OS-7)

PROPOSED R/W
SR 125

P.O.C.
NW CORNER, NE 1/4
OF FRACTIONAL SEC. 28

TIE LINE ONLY

T.P.O.B.

SAN MIGUEL RANCH
PHASE 3

N SCALE: 1" = 200'

NUMBER	BEARING	DISTANCE
L1	N 64°13'38"W	269.23'
L2	N 89°33'57"E	99.91'
L3	N 63°34'19"E	153.23'
L4	N 89°40'31"W	165.92'
L5	N 59°19'29"W	102.77'
L6	N 48°24'00"W	14.92'

200 0 200 400 600



SCALE 1" = 200'

HUNSAKER & ASSOCIATES
SAN DIEGO, INC

PLANNING 1079 Huerfano St. Suite 200
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R:\0135\dmr\DP PH 2 SH 03.DWG W.O.# 2031-4

8164

LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "E"

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 28 AS DEPICTED ON RECORD OF SURVEY MAP NO. 8752, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 9, 1981, SAID POINT BEARS NORTH 89°39'12" WEST, 2660.95 FEET (NORTH 89°39'18" WEST, 2660.53 FEET PER RECORD OF SURVEY MAP NO. 8752) FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 28; THENCE ALONG THE FOLLOWING 5 COURSES:

1. SOUTH 02°12'55" EAST, 1156.19 FEET;
2. THENCE SOUTH 06°08'40" WEST, 256.47 FEET;
3. THENCE SOUTH 19°47'29" WEST, 168.57 FEET;
4. THENCE SOUTH 50°52'13" WEST, 126.70 FEET;
5. THENCE SOUTH 19°17'15" WEST, 189.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING 13 COURSES:
 6. NORTH 57°54'30" WEST, 138.53 FEET TO A POINT DESIGNATED HEREON AS POINT "A";
 7. THENCE SOUTH 18°57'44" WEST, 56.83 FEET;
 8. THENCE SOUTH 46°35'00" WEST, 114.15 FEET;
 9. THENCE SOUTH 83°00'00" WEST, 127.33 FEET TO THE BEGINNING OF A NON-TANGENT 172.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 70°13'24" WEST TO SAID POINT, SAID POINT DESIGNATED HEREON AS POINT "B";
 10. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'52" A DISTANCE OF 117.17 FEET;
 11. THENCE SOUTH 27°17'01" WEST, 286.30 FEET TO A POINT DESIGNATED HEREON AS POINT "C";

- 8165
12. THENCE SOUTH 66°27'41" EAST, 166.26 FEET;
 13. THENCE SOUTH 33°13'20" EAST, 7.20 FEET;
 14. THENCE SOUTH 66°27'41" EAST, 167.06 FEET TO A POINT DESIGNATED HEREON AS POINT "D";
 15. THENCE NORTH 23°20'00" EAST, 185.60 FEET;
 16. THENCE NORTH 18°18'44" EAST, 246.62 FEET;
 17. THENCE NORTH 43°02'00" WEST, 117.42 FEET;
 18. THENCE NORTH 19°17'15" EAST, 70.21 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 10.00 FOOT WIDE STRIP OF LAND, THE NORTHWESTERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 7 THROUGH 9.

THE SOUTHEASTERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE NORTHEASTERLY IN A LINE THAT BEARS NORTH 57°54'30" WEST THROUGH SAID POINT "A" AND TO TERMINATE WESTERLY IN THAT HEREINABOVE DESCRIBED 172.00 FOOT RADIUS CURVE, COURSE NUMBER 10, THROUGH SAID POINT "B".

ALSO EXCEPTING THEREFROM A 10.00 FOOT WIDE STRIP OF LAND, THE SOUTHWESTERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED ABOVE AS POINT "C" AND POINT "D", COURSES NUMBERED 12 THROUGH 14.

THE NORTHEASTERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE NORTHWESTERLY IN A LINE THAT BEARS NORTH 27°17'01" EAST THROUGH SAID POINT "C" AND TO TERMINATE SOUTHEASTERLY IN A LINE THAT BEARS NORTH 23°20'00" EAST THROUGH SAID POINT "D".

PARCEL "E" CONTAINS 3.636 ACRES MORE OR LESS.

8166

PARCEL "E-1"

A 10.00 FOOT WIDE STRIP OF LAND, THE NORTHWESTERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL "E" ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 7 THROUGH 9.

THE SOUTHEASTERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE NORTHEASTERLY IN A LINE THAT BEARS NORTH 57°54'30" WEST THROUGH SAID POINT "A" AND TO TERMINATE WESTERLY IN THAT HEREINABOVE DESCRIBED 172.00 FOOT RADIUS CURVE, COURSE NUMBER 10, THROUGH SAID POINT "B".

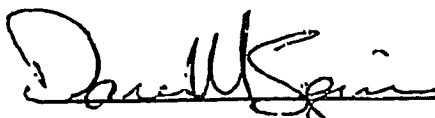
PARCEL "E-1" CONTAINS 0.069 ACRE MORE OR LESS.

PARCEL "E-2"

A 10.00 FOOT WIDE STRIP OF LAND, THE SOUTHWESTERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL "E" ABOVE AS POINT "C" AND POINT "D", COURSES NUMBERED 12 THROUGH 14.

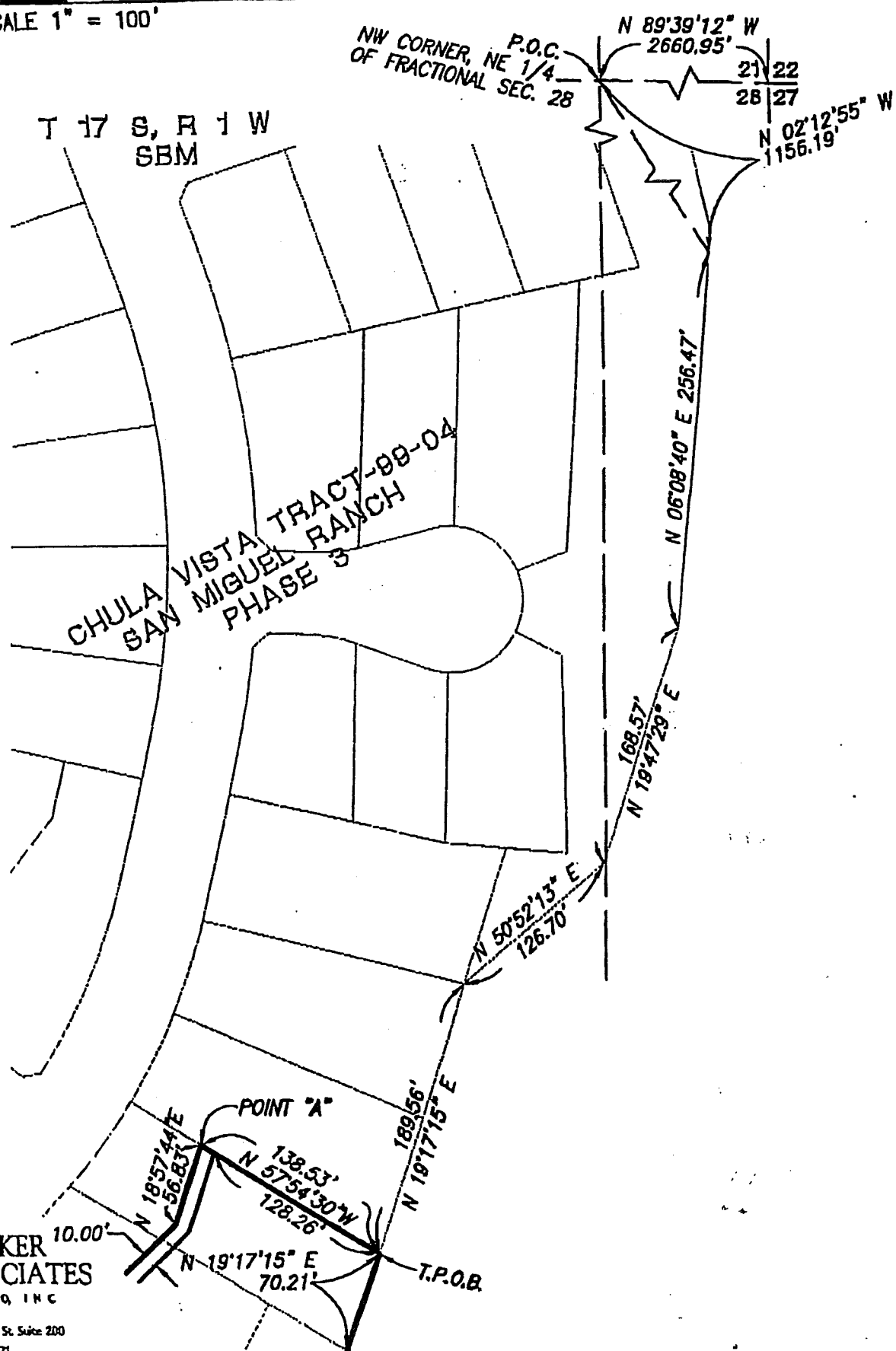
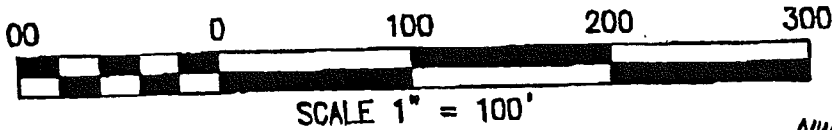
THE NORTHEASTERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE NORTHWESTERLY IN A LINE THAT BEARS NORTH 27°17'01" EAST THROUGH SAID POINT "C" AND TO TERMINATE SOUTHEASTERLY IN A LINE THAT BEARS NORTH 23°20'00" EAST THROUGH SAID POINT "D".

PARCEL "E-2" CONTAINS 0.078 ACRE MORE OR LESS.


 _____ 12-13-00
 DANA MICHAEL SEGUIN L.S. 6215
 HUNSAKER & ASSOCIATES SAN DIEGO, INC.



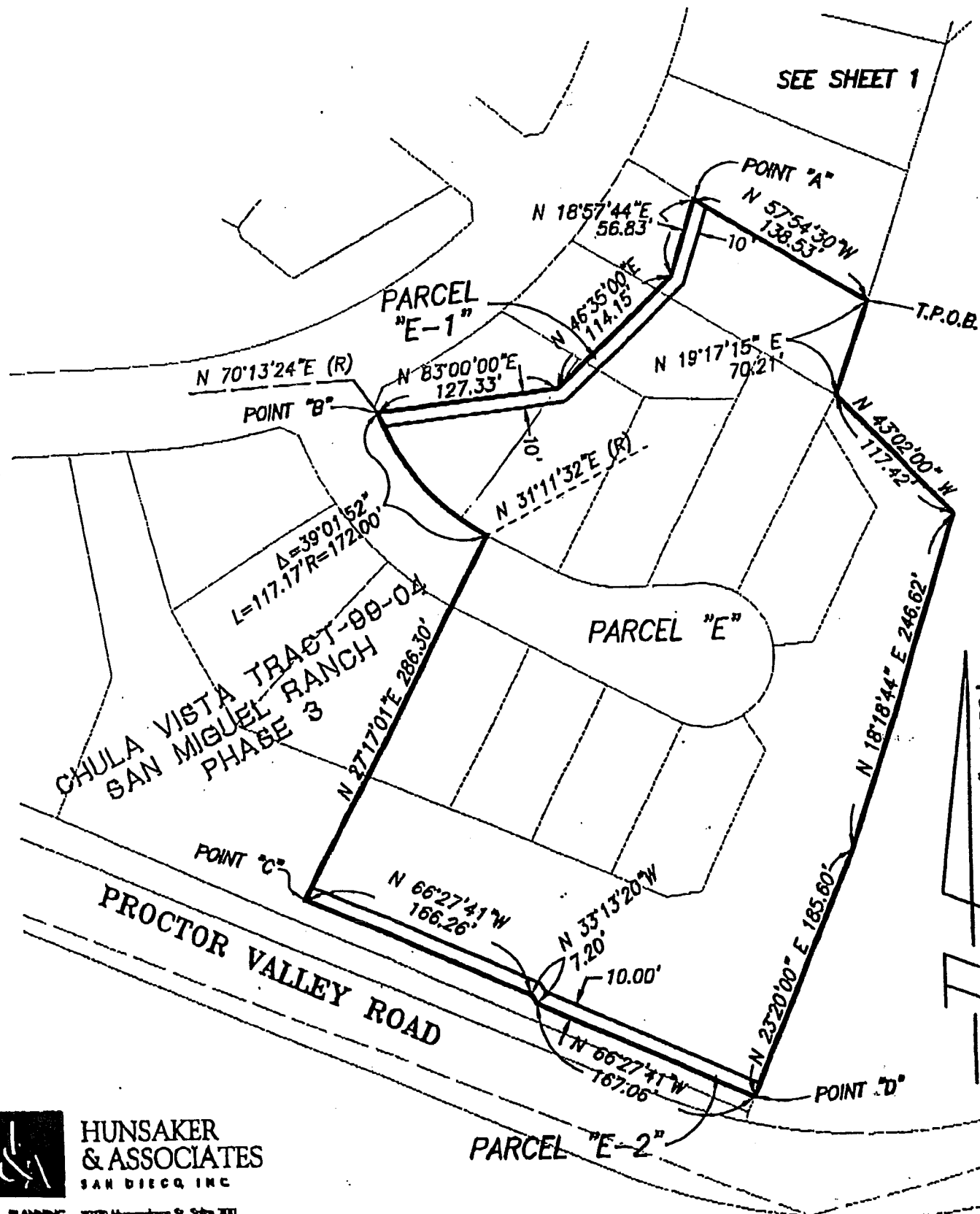
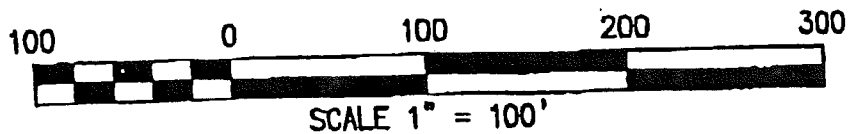
8167



HUNSAKER & ASSOCIATES
SAN DIEGO, INC

PLANNING 1079 Huernekers St. Suite 200
ENGINEERING San Diego, Ca 92121

8168



**HUNSAKER
& ASSOCIATES**
SAN DIEGO, INC.

LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTH HALF OF FRACTIONAL SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "F"

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 28 AS DEPICTED ON RECORD OF SURVEY MAP NO. 8752, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 9, 1981, SAID POINT BEARS NORTH 89°39'12" WEST, 2660.95 FEET (NORTH 89°39'18" WEST, 2660.53 FEET PER RECORD OF SURVEY MAP NO. 8752) FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 28; THENCE, SOUTH 02°12'55" EAST, 1156.19 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO DESIGNATED HEREON AS POINT "B"; THENCE ALONG THE FOLLOWING 14 COURSES:

1. SOUTH 06°08'40" WEST, 256.47 FEET;
2. THENCE SOUTH 19°47'29" WEST, 168.57 FEET;
3. THENCE SOUTH 50°52'13" WEST, 126.70 FEET;
4. THENCE SOUTH 19°17'15" WEST, 189.56 FEET;
5. THENCE NORTH 57°54'30" WEST, 138.53 FEET TO A POINT DESIGNATED
HEREON AS POINT "A";
6. THENCE NORTH 49°25'00" EAST, 60.39 FEET;
7. THENCE NORTH 18°20'00" EAST, 159.90 FEET;
8. THENCE NORTH 03°25'00" EAST, 143.90 FEET;
9. THENCE NORTH 10°25'00" EAST, 164.50 FEET;
10. THENCE NORTH 61°30'00" EAST, 42.50 FEET;
11. THENCE NORTH 89°25'00" EAST, 71.35 FEET;
12. THENCE NORTH 62°38'00" EAST, 99.85 FEET;
13. THENCE NORTH 25°40'00" EAST, 35.90 FEET;
14. THENCE NORTH 78°32'00" EAST, 15.70 FEET TO THE TRUE POINT OF
BEGINNING.

8170

EXCEPTING THEREFROM A 10.00 FOOT WIDE STRIP OF LAND, THE WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 6 THROUGH 14.

THE EASTERLY AND SOUTHERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE SOUTHERLY IN A LINE THAT BEARS NORTH 57°54'30" WEST THROUGH SAID POINT "A" AND TERMINATE EASTERLY IN A LINE THAT BEARS NORTH 06°08'40" EAST THROUGH SAID POINT "B".

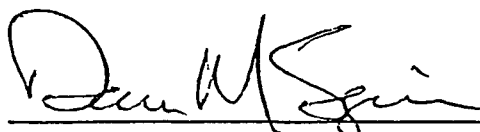
PARCEL "F" CONTAINS 2.213 ACRES MORE OR LESS

PARCEL "F-1"

A 10.00 FOOT WIDE STRIP OF LAND, THE WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL "F" ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 6 THROUGH 14.

THE EASTERLY AND SOUTHERLY SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE SOUTHERLY IN A LINE THAT BEARS NORTH 57°54'30" WEST THROUGH SAID POINT "A" AND TERMINATE EASTERLY IN A LINE THAT BEARS NORTH 06°08'40" EAST THROUGH SAID POINT "B".

PARCEL "F-1" CONTAINS 0.181 ACRE MORE OR LESS

 12-7-00

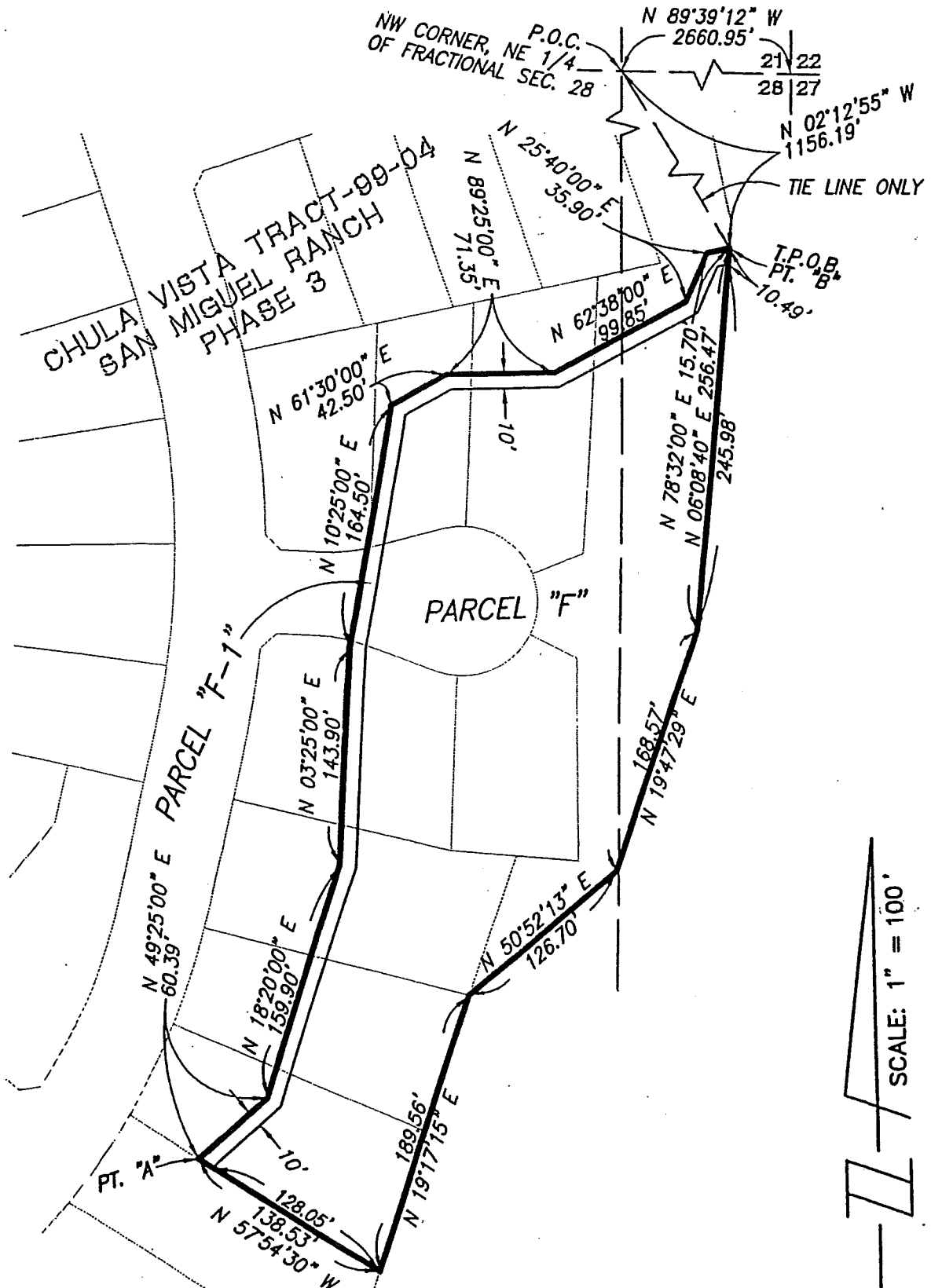
DANA MICHAEL SEGUIN

L.S. 6215

HUNSAKER & ASSOCIATES SAN DIEGO, INC.



8171



**HUNSAKER
& ASSOCIATES**
SAN DIEGO, INC.

PLANNING 1079 Huenekens St. Suite 200
ENGINEERING San Diego, Ca 92121
SURVEYING PH: (619) 558-1500 FAX: (619) 558-1511



SCALE 1" = 100'

8172

LEGAL DESCRIPTION

THOSE PORTIONS OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 28, IN TOWNSHIP 17 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO OFFICIAL PLAT THEREOF, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "G"

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 28 AS DEPICTED ON RECORD OF SURVEY MAP NO. 8752, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 9, 1981, SAID POINT BEARS NORTH 89°39'12" WEST, 2660.95 FEET (NORTH 89°39'18" WEST, 2660.53 FEET PER RECORD OF SURVEY MAP NO. 8752) FROM THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 28; THENCE ALONG THE FOLLOWING 11 COURSES:

1. SOUTH 02°12'55" EAST, 1156.19 FEET;
2. THENCE SOUTH 06°08'40" WEST, 256.47 FEET;
3. THENCE SOUTH 19°47'29" WEST, 168.57 FEET;
4. THENCE SOUTH 50°52'13" WEST, 126.70 FEET;
5. THENCE SOUTH 19°17'15" WEST, 259.77 FEET;
6. THENCE SOUTH 43°02'00" EAST, 117.42 FEET;
7. THENCE SOUTH 18°18'44" WEST, 246.62 FEET;
8. THENCE SOUTH 23°20'00" WEST, 185.60 FEET;
9. THENCE NORTH 66°27'41" WEST, 167.06 FEET;
10. THENCE NORTH 33°13'20" WEST, 7.20 FEET;
11. THENCE NORTH 66°27'41" WEST, 166.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO DESIGNATED HEREON AS POINT "A"; THENCE ALONG THE FOLLOWING 26 COURSES:

12. NORTH 66°27'41" WEST, 183.74 FEET;
13. THENCE NORTH 67°45'00" WEST, 208.90 FEET;
14. THENCE NORTH 60°15'00" WEST, 139.00 FEET;
15. THENCE NORTH 61°00'00" WEST, 279.25 FEET;

EXHIBIT K

8173

16. THENCE NORTH 50°14'19" WEST, 174.03 FEET;
17. THENCE NORTH 44°25'00" WEST, 86.00 FEET;
18. THENCE NORTH 66°15'00" WEST, 48.62 FEET;
19. THENCE NORTH 45°47'49" WEST, 126.26 FEET;
20. THENCE NORTH 7°29'36" WEST, 104.45 FEET;
21. THENCE NORTH 41°03'41" WEST, 78.22 FEET;
22. THENCE NORTH 41°01'25" EAST, 168.55 FEET;
23. THENCE NORTH 75°33'54" EAST, 22.78 FEET;
24. THENCE SOUTH 29°45'00" EAST, 328.39 FEET;
25. THENCE SOUTH 51°50'00" EAST, 131.00 FEET;
26. THENCE SOUTH 29°25'00" EAST, 54.00 FEET;
27. THENCE SOUTH 66°35'00" EAST, 67.75 FEET;
28. THENCE SOUTH 53°25'00" EAST, 351.75 FEET;
29. THENCE NORTH 87°38'00" EAST, 86.00 FEET;
30. THENCE NORTH 79°35'00" EAST, 50.65 FEET;
31. THENCE NORTH 85°50'00" EAST, 60.08 FEET;
32. THENCE SOUTH 67°34'12" EAST, 58.64 FEET;
33. THENCE NORTH 76°19'44" EAST, 85.60 FEET;
34. THENCE NORTH 52°35'00" EAST, 70.95 FEET;
35. THENCE NORTH 83°00'00" EAST, 20.12 FEET TO THE BEGINNING OF A NON-TANGENT 172.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 70°13'24" WEST TO SAID POINT, SAID POINT ALSO DESIGNATED HEREON AS POINT "B";
36. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°01'52" A DISTANCE OF 117.17 FEET;
37. THENCE NON-TANGENT TO SAID CURVE SOUTH 27°17'01" WEST, 286.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A 10.00 FOOT WIDE STRIP OF LAND, THE SOUTHERLY, WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 12 THROUGH 35.

8174

THE SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE EASTERLY IN A LINE THAT BEARS NORTH 27°17'01" EAST THROUGH SAID POINT "A" AND TO TERMINATE NORTHEASTERLY IN THAT CERTAIN 172.00 FOOT RADIUS CURVE DESCRIBED AS COURSE NUMBER 36 THROUGH SAID POINT "B".


PARCEL "G" CONTAINS 5.174 ACRES, MORE OR LESS

PARCEL "G-1"

A 10.00 FOOT WIDE STRIP OF LAND, THE SOUTHERLY, WESTERLY AND NORTHERLY SIDELINE OF SAID STRIP OF LAND LYING BETWEEN THOSE CERTAIN COURSES DESCRIBED IN PARCEL "G" ABOVE AS POINT "A" AND POINT "B", COURSES NUMBERED 12 THROUGH 35.

THE SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED AS NECESSARY SO AS TO TERMINATE EASTERLY IN A LINE THAT BEARS NORTH 27°17'01" EAST THROUGH SAID POINT "A" AND TERMINATE NORTHEASTERLY IN THAT CERTAIN 172.00 FOOT RADIUS CURVE DESCRIBED AS COURSE NUMBER 36 ABOVE THROUGH SAID POINT "B".

PARCEL "G-1" CONTAINS 0.682 ACRE, MORE OR LESS



12-13-00

DANA MICHAEL SEGUIN

L.S. 6215

HUNSAKER & ASSOCIATES SAN DIEGO, INC.



8175

T 17 S, R 1 W,
SBM

NW CORNER, NE 1/4
OF FRACTIONAL SEC. 28

P.O.C.

N 89°39'12" W
2660.95'

N 02°12'55" W
1156.19'

CHULA VISTA TRACT-99-04
SAN MIGUEL RANCH
PHASE 3

256.47'
N 06°08'40" E

168.57'
N 19°47'20" E

N 50°52'13" E
126.70'

N 19°17'15" E 259.77'

N 43°02'00" W 117.42'

PT. "B"

PARCEL "G"

T.P.O.B.
PT. "A"

N 27°17'01" E
286.30'

N 65°27'41" W
165.26'

N 18°18'44" E
246.62'

N 23°20'00" E
185.60'

PROCTOR VALLEY ROAD

N 33°13'20" W 7.20'

N 66°27'41" W
167.06'

SCALE: 1" = 200'

SEE SHEET 3

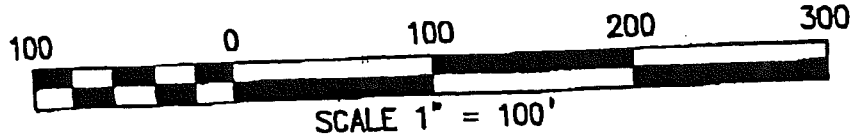


HUNSAKER
& ASSOCIATES
SAN DIEGO, INC

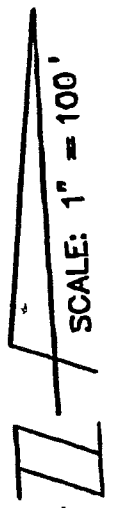
PLANNING 1079 Hunsakers St. Suite 200

200 0 200 400 600

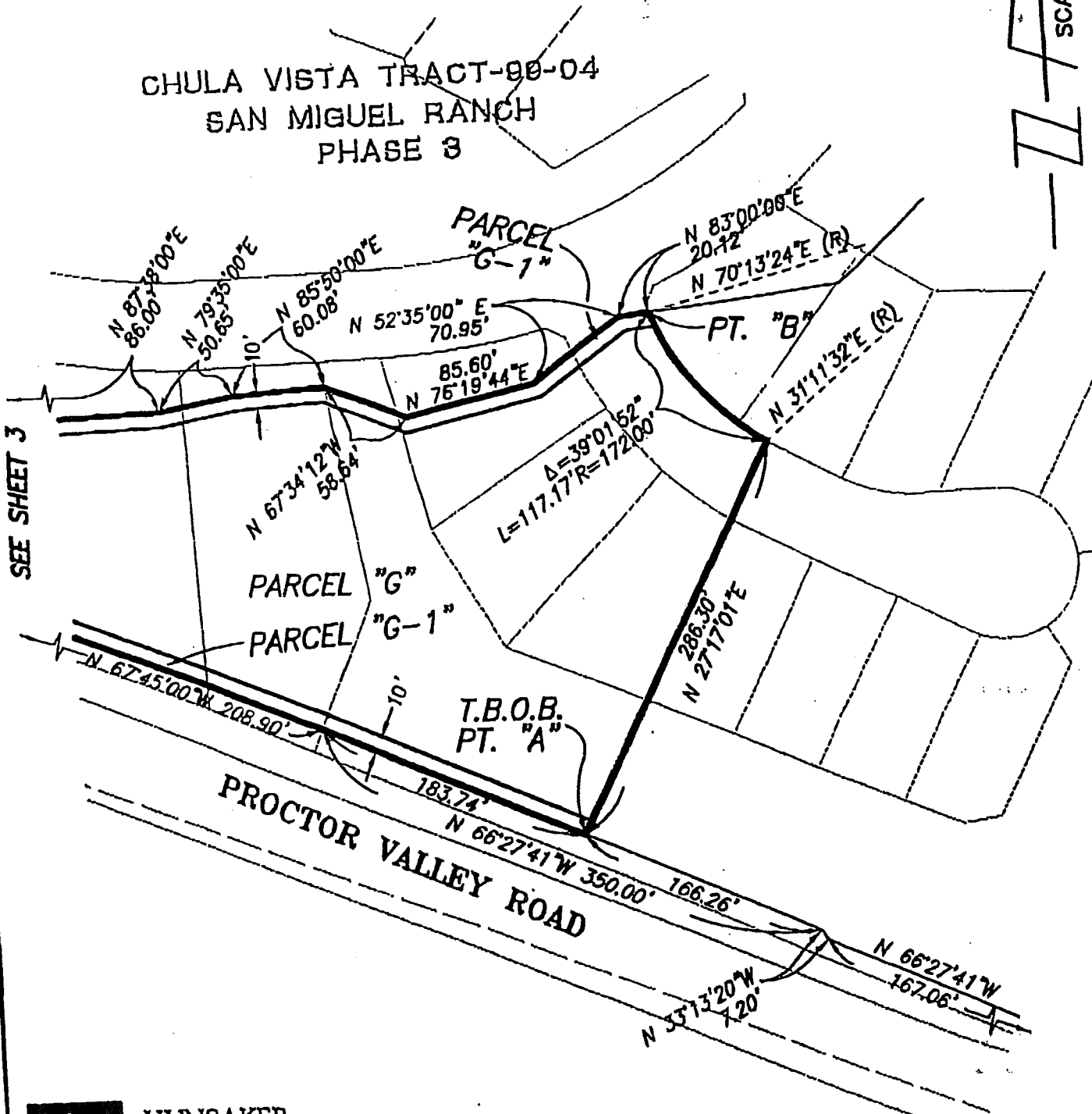




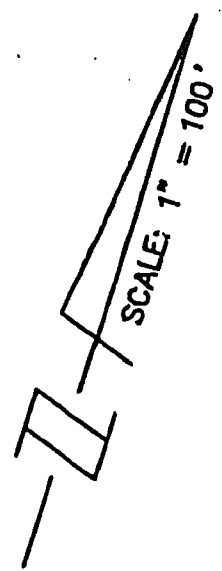
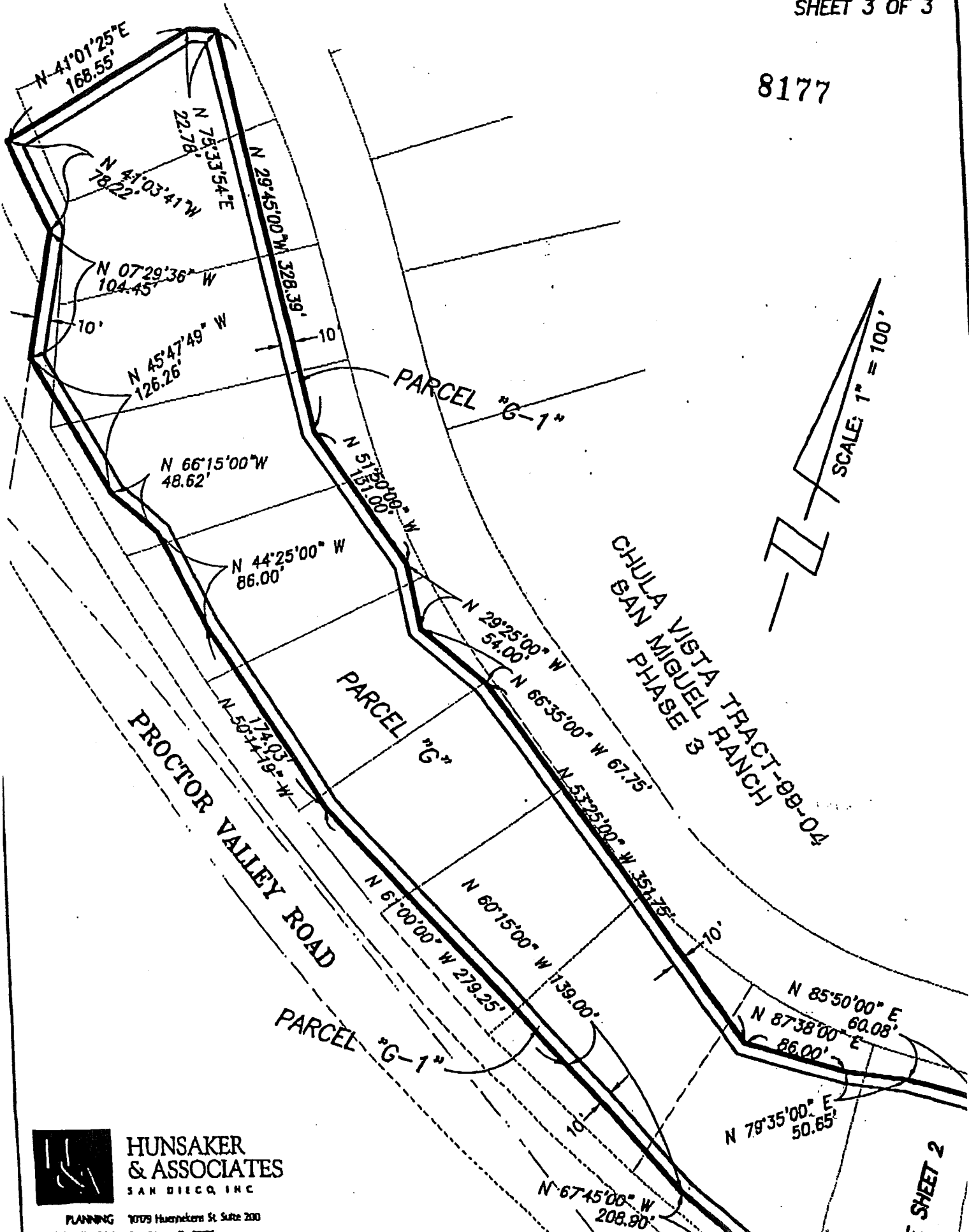
8176



CHULA VISTA TRACT-90-04
SAN MIGUEL RANCH
PHASE 3



8177



HUNSAKER & ASSOCIATES
 SAN DIEGO, INC

PLANNING 1009 Hunsaker St. Suite 200
 SAN DIEGO, CA 92101

SHEET 2

8178

**SAN DIEGO BARREL CACTUS (*Ferocactus viridescens*)
TRANSLOCATION PLAN
FOR SAN MIGUEL RANCH SOUTH**

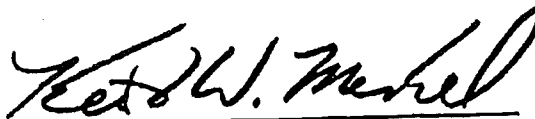
Prepared for:

NNP – Trimark San Miguel Ranch, LLC
85 Argonaut, Suite 205
Aliso Viejo, California 92656
Attention: Stephen Hester

Prepared by:

Merkel & Associates, Inc.
5434 Ruffin Road
San Diego, CA 92123
Contact: Melissa A. Booker
Phone: (858) 560-5465
Fax: (858) 560-7779

December 11, 2000



Keith W. Merkel, Principal Consultant

8179

San Diego Barrel Cactus (Ferocactus viridescens) Translocation Plan for San Miguel Ranch December 2000

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SAN DIEGO BARREL CACTUS (*Ferocactus viridescens*) TRANSLOCATION PLAN FOR SAN MIGUEL RANCH SOUTH

Merkel & Associates, Inc.
December 2000

SUMMARY

Where populations of San Diego Barrel Cactus (*Ferocactus viridescens*) exist within the development footprint, barrel cactus will be transplanted from the development area to the San Miguel Ranch Open Space Preserve (SMR-OSP). Translocation is expected to occur for all identified barrel cactus exceeding one inch in crown diameter. This document serves as the San Diego Barrel Cactus Translocation and Monitoring Plan for San Miguel Ranch South. It describes the methods proposed for collection and translocation of cacti and outlines the criteria for selection of the translocation site. In addition, transplant success criteria and monitoring and reporting requirements are described.

The barrel cactus translocation receiver site is located entirely within the SMR-OSP area known as OS-3. OS-3 is the largest area of open space within San Miguel Ranch and is adjacent to residential development on only one side. The translocation area was chosen based on the site's designation as natural open space, ability to support naturally occurring populations, and its proven performance as a translocation site. In addition, the large area and lack of proposed development on several sides provide added insurance against illegal collection of cacti or impacts from intrusion.

The topography, geology, and soils within the translocation area all appear to favor persistence of a translocated population. The translocation site includes the primary ridgeline and portions of the east and west facing slopes of OS-3. It totals 67.6 acres and is occupied entirely by Coastal Sage Scrub with the exception of an abandoned dirt road that follows the ridgeline. The site currently supports a number of naturally occurring San Diego Barrel Cactus as well as cacti previously transplanted there in conjunction with Salt Creek Ranch development and soils testing within the San Miguel Ranch development area. Barrel cacti are currently found throughout the translocation area, but occur in the highest densities on the eastern slope of OS-3.

The translocation program will rely on techniques for marking, salvage, and transplantation of cacti that have proven successful in other transplantation programs. In addition, the effort relies on the identification of suitable receptor sites within OS-3 based on examination of the slope, aspect, soil types, and associated microhabitat conditions presently occupied by native stands of cacti within the area.

Monitoring of the cacti is proposed to identify inceptive adaptive management strategies and remedial measures to increase the initial success of the translocation effort. Long-term monitoring will be the responsibility of the U.S. Fish and Wildlife Service Refuge System. The methods and frequency for long-term monitoring will be at the discretion of the refuge manager.

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San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000**BACKGROUND****LOCATION**

The 743-acre San Miguel Ranch South Parcel project site is located in Sections 20, 21, 22, 23, 26, 27, and 28 of Township 17 South, Range 1 West of the USGS 7.5' Jamul Mountains Quadrangle, San Bernardino Base & Meridian (Figure 1). The project site is located in an unincorporated area of San Diego County, adjacent to the northeastern border of the City of Chula Vista south of Sweetwater Reservoir and southwest of Mother Miguel Mountain. Proctor Valley Road provides access to the southern boundary of the site. Surrounding land uses are predominantly open space and residential or recreational development.

The SMR-OSP lies adjacent to existing preserve lands under the management of the Otay Water District and San Diego Gas and Electric (SDG&E). The San Miguel Ranch Northern Parcel, part of the San Diego National Wildlife Refuge, lies north of the SDG&E preserve lands. These areas together comprise a substantive portion of the largest contiguous preserve area in the southwestern portion of the Multiple Species Conservation Program (MSCP) area.

SAN DIEGO BARREL CACTUS NATURAL HISTORY AND STATUS

San Diego Barrel Cactus (*Ferocactus viridescens*) is a sensitive species that occurs in the chaparral, sage scrub, vernal pool, and grassland habitats of San Diego County and Baja California, Mexico. The optimal habitat for this cactus appears to be Diegan Sage Scrub hillsides, often at the crest of slopes among cobbles. It is occasionally found on the periphery of vernal pools and in association with mima mound topography at Otay Mesa. This, presumably more mesic habitat (Stockpen gravelly clay loams), is unlike the very xeric situations where it is typically found. This barrel cactus utilizes a number of other soil types such as San Miguel-Exchequer rocky silt loams and Redding gravelly loams. Common plant associates include Variegated Dudleya (*Dudleya variegata*), Foothill Needlegrass (*Nasella lepida*), and California Sagebrush (*Artemisia californica*).

This succulent is classified by the California Native Plant Society as a species which is rare, threatened, or endangered in California, but more common elsewhere. It is threatened by urbanization, vehicles, and horticultural collecting (Skinner and Pavlick 1994). According to Reiser (1997), San Diego Barrel Cactus is declining but still grows at many locations. Once very common along the coast, many small and mid-sized populations are routinely being impacted by grading for urban development. Substantial portions of all sizeable populations should be protected (Reiser 1997).

CONSERVATION

The City of Chula Vista has developed an MSCP Subarea Plan that addresses the needs of multiple species and provides for the preservation of natural vegetation communities through long-term habitat based conservation. The Chula Vista MSCP Subarea Plan includes preserve design which conserves 75% of the major San Diego Barrel Cactus populations within the Salt Creek, Wolf Canyon, and the Otay River Valley. Area-specific management directives for San Diego Barrel Cactus include protection of this species from edge effects and unauthorized collection. Directives also include a requirement for appropriate fire management/control practices to protect against a too frequent fire cycle (MNA Consulting 2000). The San Miguel Ranch project has committed to a salvage effort that would collect cacti from development areas and relocate these to the on-site open space.

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San Diego Barrel Cactus (Ferocactus viridescens) Translocation Plan for San Miguel Ranch *December 2000*

After finalization of a Donation of Land Agreement between NNP Trimark San Miguel Ranch, LLC (Trimark) and the federal government, the U.S. Fish and Wildlife Service Refuge System will acquire the SMR-OSP area and will have immediate access to manage and monitor the SMR-OSP area. Therefore, following cactus translocation, and short-term monitoring and management completion, the long-term continued conservation of the on-site barrel cactus population will be the responsibility of the appropriate federal refuge manager(s).

San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

TRANSLOCATION SITE SELECTION

METHODS

The translocation area was selected based on criteria established by M&A. Additional input was provided by the California Department of Fish and Game and the City of Chula Vista's biological monitor, Recon. A review of existing information and supplementary fieldwork were conducted in an effort to select an appropriate translocation area. A field examination of existing conditions at both naturally occurring cacti stands and potential receptor/translocation sites was completed. Data collected at these sites included information on vegetation communities present, plant associations found at naturally occurring cacti sites, plant associations observed at non-occupied habitats within OS-3, the status of weedy species within each site, topography, slope, aspect, and general site conditions. In addition, soils, geology, and MSCP Planning Area maps of the natural and translocation sites were reviewed and compared. A field review of previous transplant efforts within the proposed translocation site was also conducted to gain site-specific knowledge of the likely performance of transplants based on performance evaluations of the prior transplants completed by Rolling Hills Ranch. From this review, insight into the microhabitat components which would favor cacti survival within the proposed translocation effort was obtained.

RESULTS

Translocation Site Physical Characteristics

Soils

OS-3, including the entire translocation area is mapped as San Miguel Exchequer (Figure 2). Although unmapped, a number of clay intrusions are known to exist in this open space as evidenced by small native grasslands on shallow friable soils. There appears to be no documented or discernable differences between the soils present in the translocation area and those within most donor areas. Furthermore, the soils within the translocation area currently support both natural and transplanted cacti, including all of the extremely large specimens within San Miguel Ranch South.

Geology

Underlying geology within OS-3 is mapped as Upper Pliocene marine (Strand 1962). Several outcroppings exist along the central north-south trending ridgeline on the site with especially prominent features being located at the southern most terminus of this ridge. The shallow soils intermixed with exposed geology along the central ridgeline are the most densely occupied habitats by cacti.

Topographic Slopes and Aspects

The single most distinguishing feature of this area is the large ridgeline that occupies much of OS-3 (Figure 3). The western and eastern slopes of this ridge vary on a microhabitat scale in terms of gradient but are generally intermediate in pitch. Investigation of natural cactus populations in OS-3 indicated that they persist on slopes of approximately 10 to 50°. The areas proposed for translocation cover much of the ridgeline and include flat locations as well as slopes of up to 45-50°.

Within the OS-3 area cacti currently occur on either side of the large ridge to the east and west. However, the barrel cactus of OS-3 naturally occur in higher densities on the eastern facing side where they extend further down slope. This eastern slope of the OS-3 ridgeline contains more small rock outcrops and scattered small boulders.

San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

Translocation Site Biological Characteristics

Vegetation Community

All of the OS-3 area proposed for cactus translocation is mapped as Coastal Sage Scrub, excluding the dirt roads which occur along the crest and at the northern end of the ridgeline. The dominant species are California Sagebrush, Flat-top Buckwheat, and San Diego County Viguiera (*Viguiera laciniata*). Additional species present throughout the translocation area include Coastal Jepsonia (*Jepsonia parryi*), Blue Dicks/Wild Hyacinth (*Dichelostemma capitatum*), Ashy Spike-moss (*Selaginella cinerascens*), Prickly Pear (*Opuntia* sp.), Wavy-leaf Soap Plant (*Chlorogalum pomeridianum*), and native grasses.

The western slope of the ridge provides suitable cacti habitat near the ridgeline but gradually converts to denser sage scrub with a greater non-native grassland component as the slope descends. The eastern slope of the OS-3 ridge appears to provide more areas of open ground that appear to be suited for translocation of cacti.

Plant Associations

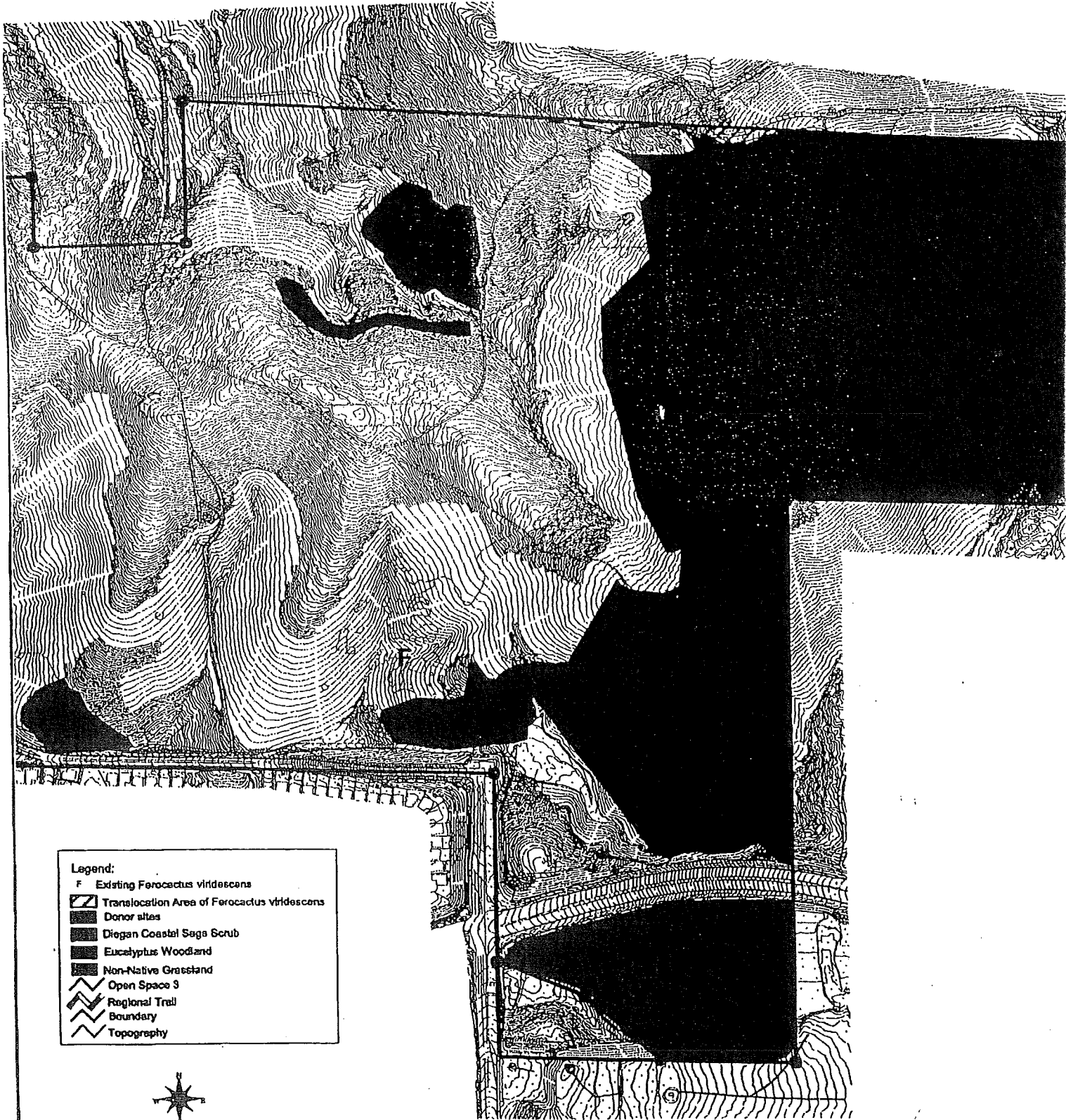
Similar to the donor sites, the barrel cactus which occur naturally in the OS-3 area are typically associated with Ashy Spike-moss, native grasses, and in many cases the exotic *Erodium* spp. More importantly, examinations of previous transplants within the area indicate the importance of cacti association with small rock outcrops or small boulders. Opportunities exist within the translocation area to utilize these existing biological and physical conditions to increase the density of barrel cactus within open space.

Weed Status

The proposed translocation site shows variation in terms of weed invasion. Non-native grasses are present throughout OS-3 in varying amounts but are much less dense in the receptor areas. Down slope, to the west of the designated translocation site, the non-native grasses become more predominant. *Erodium* is present through much of the translocation site and appears to coexist in immediate proximity to San Diego Barrel Cactus under current conditions within previous transplant sites and natural populations.

Translocation Site Buffering

The translocation area is sited in the center of OS-3, the largest of the open space preserve areas within San Miguel Ranch. To the north of OS-3, lie SDG&E transmission corridor lands and to the east is the Otay Water District Preserve Area. In fact, much of OS-3 will not border residential development. The central location of the barrel cactus translocation site within OS-3 will provide a significant buffer between residential neighborhoods and the receiver sites. The site's location and the proposed fencing of all areas adjacent to preserve lands will provide protection against illegal collection of cacti or impacts from substantial human use degradation. Although a trail is proposed within the vicinity of the translocation area, measures to prevent off-trail impacts by pets and humans should provide adequate protection for the transplanted cacti. Currently, a dirt road bisects much of OS-3, following the ridgeline until it intersects with an SDG&E access road to the north. This dirt trail will provide access to the translocation area for transplanting and initial watering, but will be reseeded with native sage scrub following completion of the translocation efforts.



- Legend:
- F Existing *Ferocactus viridescens*
 - ▨ Translocation Area of *Ferocactus viridescens*
 - Donor sites
 - Diegan Coastal Sage Scrub
 - Eucalyptus Woodland
 - Non-Native Grassland
 - Open Space 3
 - Regional Trail
 - Boundary
 - Topography



400 0 400 Feet

San Diego Barrel Cactus Translocation Area
and Donor Sites Within Open Space 3

Comparison with Donor Sites

Barrel cacti are to be salvaged from three distinct locations within San Miguel Ranch. The first is immediately adjacent to OS-3, southwest of the translocation site. The other two populations slated for translocation occur on small ridges south of H Street and west of the central access gate. All but the population near the access gate occur on San Miguel Exchequer soils. The population near the access gate occurs on an area mapped as Olivenhain (OhE) soil. The geology throughout San Miguel Ranch South, including both the donor and translocation sites is mapped as Upper Pliocene marine (Strand 1962).

San Miguel Ranch natural populations are present on north, south, east, and west slopes, and generally all combinations therein. The populations proposed for translocation are located on a south facing slope (the population south of H Street), south and west facing slopes near OS-3, and south, southeastern, and southwestern facing slopes near the access gate. The gradients of the slopes supporting the donor populations vary from approximately 0-15° at the site near the access gate to 30-50° near H Street.

The sites that support barrel cactus populations subject to transplantation are occupied by Coastal Sage Scrub. Comparable to the translocation site, the dominant species are California Sagebrush (*Artemisia californica*) and Flat-top Buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*). Flat-top Buckwheat was particularly prevalent in the Coastal Sage Scrub near the access gate. Although not dominant, a host of other sage scrub species are found within the areas which support barrel cactus, among these were California Adolphia (*Adolphia californica*), Chalk Live-Forever/Chalk-lettuce (*Dudleya pulverulenta*), Fish-hook Cactus (*Mammillaria dioica*), Coast Cholla (*Opuntia prolifera*), and Wavy-leaf Soap Plant. The cholla and Fish-hook Cactus will also be opportunistically salvaged for transplant into OS-3. A more specific examination of the areas immediately surrounding barrel cacti indicated the relatively consistent presence of a few plant species, Ashy Spike-moss, *Erodium* spp., and native grasses. These results are comparable to observations of barrel cacti populations within the translocation area.

The natural populations' sites generally demonstrated some level of invasion by non-native species. The most common weedy species was *Erodium* spp., followed by non-native grasses such as Slender Wild Oat (*Avena barbata*). However, these species were rarely dominant. In the case of the non-native grasses, a few cacti were found growing within patches of habitat almost completely occupied by annual grasses, but in most cases the cacti occupied the open portions of the Coastal Sage Scrub that supported less non-native grass than adjacent areas. The level of *Erodium* infestation within the translocation site appeared greater than that within the donor sites.

TRANSLOCATION METHODS

A number of San Diego Barrel Cacti have already been transplanted from the development area to the SMR-OSP. These cacti were removed from the project development area in an effort to avoid impacts to this species during soils and archeological testing. Other cacti were relocated from the East H Street extension during grading by Rolling Hills Ranch. Where barrel cactus exist within the development footprint, barrel cactus will be salvaged from the development area to the SMR-OSP. Translocation will occur prior to grading, based on review of the final grading plan. Translocation is expected to occur for development east of SR-125 in fall 2000. Development west of SR-125 is not

San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

expected to impact any barrel cactus; therefore, transplants are not expected as a result of this development.

Translocation of cactus will be conducted by the revegetation crews of Merkel & Associates acting under the supervision of a revegetation specialist. Both the crews and revegetation specialist have experience in barrel cacti transplantation on multiple sites, including the San Miguel Ranch property.

The Following General Measures shall be implemented for the San Diego Barrel Cactus Salvaging/Translocation Program:

- 1) The M&A project biologist and revegetation specialist will coordinate with the City of Chula Vista's Mitigation Monitoring Consultant (Recon), on the salvaging of cacti from the San Miguel Ranch South development area and relocation to the designated SMR-OSP (specifically, OS-3).
- 2) Biological monitoring shall be provided by M&A during the translocation phase and subsequent establishment period of 120-days to assess the initial success of the translocation program and identify and implement adaptive management measures to increase establishment success.
- 3) The project biologist shall conduct a site analysis and field evaluation to map existing conditions of the receptor sites. Detailed locations for the cacti transplantation locations within the receptor sites will also be identified in the field, based upon existing site conditions, and mapped at an appropriate scale for directing the planting effort and documenting the final conditions.
- 4) The project biologist shall coordinate vehicular access to the receptor sites. This will include coordination with SDG&E to arrange for vehicular access to the receptor sites.
- 5) Cactus salvage and transplantation is anticipated to occur in the fall and winter of 2000-01; therefore, impacts to nesting California Gnatcatchers would not result from the salvage or planting efforts.
- 6) All vehicles used in the salvage effort shall use existing dirt roads, except for balloon tired vehicles used to transport cacti to planting areas.

The Following Specific Methodology will be utilized for the Cactus Salvaging and Translocation:

- 1) Cacti shall be flagged and marked by the revegetation specialist and crews to identify orientation/solar exposure of each cactus. This shall be accomplished through the use of a compass bearing and cacti-spine painting. This is intended to identify proper solar orientation for replanting. The largest of the cacti shall be salvaged first, with smaller cacti second. Cacti as small as one-inch diameter will be salvaged.
- 2) Cacti shall be dug up and salvaged bare-root so that the roots can be callused-off prior to replanting. As much of the root structure shall be retained as possible, however, retention of a soil rootball is not necessary. The cacti shall be loaded into cardboard boxes, wood palettes, or crates, on a single level for transport to the receptor sites via trucks and trailers. The "pop-harden" method shall be utilized which will entail callusing of the roots through air exposure for a minimum of three days to seven days, followed by direct planting. The project biologist will assess the actual condition of the cacti, to determine if they are ready for translocation as

San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

recommended by Recon. Cacti shall be stored within the limits of the receptor site, under shade cloth until the time of planting. The stored cacti shall be lightly misted with water once every two weeks during the storage period. Based on the determination of the project biologist, stored plants will be protected from persistent rain by covering the storage structure with plastic as recommended by Recon.

- 3) Cacti shall be planted in clusters for the smaller cacti, and individually for the larger cacti. Each numbered cluster location shall consist of a minimum of two cacti and a maximum of seven.
- 4) Actual planting shall incorporate small indigenous boulders and cobbles, which if not available in sufficient numbers at the translocation site, shall be gathered from adjacent disturbed areas near the planting locations, around the planted cacti. These shall be placed adjacent to the cacti clusters to assist with retaining soil and soil moisture. This will help mimic natural growing conditions noted in the existing populations. Planting efforts will make use of small boulders and small rock outcrops existing naturally within the translocation area. These areas will be targeted for planting above other areas, based on the results of previous transplants within the translocation area.
- 5) All cacti planting areas shall be watered down to soften the soil prior to planting. All cacti shall also be watered-in by hand at the time of planting via water jugs or buckets to settle soil around the rootballs and disperse air pockets. The watering is not intended to initiate root growth but is only intended to settle the soil and to assist with the planting effort. Watering of the cacti will not continue after the initial planting effort. It is expected that the cacti will remain dormant until natural seasonal rainfall stimulates new growth.
- 6) All cacti planting locations (clusters and /or individuals) shall be marked (staked with rebar posts) and labeled with an identifying number, for mapping and future monitoring.
- 7) All numbered cacti clusters shall be mapped by the project biologist on appropriate topographic maps to document the final planting locations and to facilitate monitoring identification. A partitioned (by slope, aspect, amount of rock , etc.) randomized sampling of 10% of the cacti (approximately 600 representing approximately 20 to 30 sites) will be staked and surveyed in using dGPS. Cacti will be mapped and photographed within 4 square meter long-term monitoring plots for future comparison to a survey to be conducted three years in the future.
- 8) The M&A revegetation crews shall also implement the required seeding of all abandoned roads leading to the receptor sites. All seeded areas shall be non-irrigated, intended to germinate only on natural rainfall. Seed shall be broadcast and lightly raked by hand into the soil surface. (See Reseeding of Abandoned Access Roads section for details regarding the seed mix composition.)
- 9) All trash and debris generated by the planting effort shall be removed completely from the site at completion of the work.

M&A shall maintain the planting areas for a 120-day period, during which the following procedures shall be implemented:

- Weed growth shall be controlled within five meters of transplanted cacti. Weed species are defined as those species included in Appendix A of this document.

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- All sloughed soil of air pockets and voids around cacti shall be repaired and back-filled to eliminate basins where water can pool around cacti.
- All flagging and staking shall remain in place and be repaired as necessary.

RESEEDING OF ABANDONED ACCESS ROADS

As previously specified, seeding of the abandoned roads leading to the receptor site shall be required following cactus translocation. The portion of the dirt roadway within OS-3 that is currently proposed for future use as a regional trail will not be included in the reseeding efforts. This revegetation effort is expected to decrease weed invasion that might otherwise occur due to the presence of open, disturbed habitat. It is anticipated that reseeding will reduce impacts from human intrusion associated with regional trail use. The roads will be seeded with a Coastal Sage Scrub mixture composed of native species (Table 1). Following seed broadcast, these areas will be monitored and weeded in conjunction with cactus monitoring and invasive species control.

Table 1. Seed Mix to Be Used for Diegan Coastal Sage Scrub Restoration

Species	Recommended Minimum % Purity/ %Germination	Approximate Density
<i>Artemisia californica</i> California Sagebrush	15/50	3 lbs./acre
<i>Eriogonum fasciculatum</i> Flat-top Buckwheat	10/65	10 lbs./acre
<i>Isomeris arborea</i> Bladderpod	90/65	2 lbs./acre
<i>Lotus scoparius</i> Deerweed	90/60	3 lbs./acre
<i>Nassella lepida</i> Foothill Stipa	60/60	2 lbs./acre
<i>Salvia apiana</i> White Sage	70/50	2 lbs./acre
<i>Salvia munzii</i> Munz's Sage	40/30	2 lbs./acre
<i>Viguiera laciniata</i> San Diego County Viguiera	40/50	4 lbs./acre

All plant materials are to be native to the site or native to similar undisturbed habitats in the southern coastal region of San Diego County. Seed from the species listed above may be salvaged from the site if the opportunity occurs; otherwise, material will be purchased from a California native plant seed wholesale company, such as S&S Seeds (Carpinteria, California). Any seed purchased and used on-site must have been originally collected from locations within 50 miles of the project site. This will ensure habitat continuity and prevent against invasion of non-local ecotypes or cultivars. No plant/seed substitution will occur unless first approved by the project biologist and the City's Monitoring Consultant.

Maintenance activities will be carried out over a 120-day period. These activities will include weed and exotic plant control, re-seeding to guarantee successful restoration efforts, and any other incidental maintenance as necessary to ensure that proper regrowth of the target vegetation occurs. Weed abatement on-site will be performed to control particularly noxious or competitive species which would inhibit the growth of desirable native vegetation. Weeding will be performed in conjunction with barrel cactus translocation site weeding. Exotic plants to be removed from the site

will include, but will not be limited to, Short-pod Mustard (*Hirschfeldia incana*), Filaree (*Erodium* sp.), Sweet Fennel (*Foeniculum vulgare*), Russian Thistle (*Salsola tragus*), Red Brome (*Bromus madritensis* ssp. *rubens*), Tocalote (*Centaurea melitensis*).

Because the road to be closed occurs principally within areas of shallow soils that are targeted for cacti habitat restoration, the primary objectives for the roadway closure and restoration are to ensure the elimination of vehicular access and the development of a stable native sage scrub community that will be resistant to invasion by non-native weedy species. Dense vegetation cover is to be discouraged. It is anticipated that the shallow soils and near surface geology of these areas will effectively keep scrub vegetation sparse and open, as is most suited to cacti habitat.

Once the planting has been completed, a 120-day maintenance and monitoring program for the restored habitat will commence, coordinated to coincide with the barrel cactus monitoring. The monitoring program will be conducted by the project biologist. Monitoring and maintenance will occur at months 0 and 3. Because no specific coverage criteria for vegetation is targeted, the use of quantitative monitoring of roadway revegetation areas is not warranted. Instead, the seeded roadway areas will be reviewed for evidence of germination at month 3 using a simple walk-through observation methodology. Remedial measures, such as reseeded, will be conducted if necessary during month 3. Weeding activities will be conducted in conjunction with the translocated barrel cactus population weeding. Brief summary reports will be prepared by the biologist after each monitoring interval. These reports may be combined within the San Diego Barrel Cactus monitoring reports.

BARREL CACTUS MONITORING, MANAGEMENT, AND REPORTING

ESTABLISHMENT MONITORING METHODS

As previously outlined, transplanted cacti clusters will be marked and numbered. The entire transplanted population will be reviewed for survival during the 120-day post translocation period. The focus of the monitoring will be to identify establishment-precluding conditions which may be repaired or modified. The survivorship of each enumerated cactus or cactus cluster will be recorded and recommendations for remedial measures will be noted as necessary by the project biologist. Remedial measures which address drainage problems at the base of cacti, soil compaction issues, solar orientation, and weed species presence will be undertaken during the 120-day monitoring period to ensure the highest level of establishment success for the translocated population. In addition to adaptive management actions, weeding of the translocation site will occur during the 120-day period. Initial removal of the invasive species listed in Appendix A is expected to benefit the translocated cactus population on both a short-term and long-term basis.

The results of this initial monitoring will be supplied to the refuge manager, both in report and raw data format to assist with the future management of this population.

SCHEDULE FOR 120-DAY MAINTENANCE AND MONITORING OF THE TRANSPLANTED CACTI POPULATION

The biological monitor will conduct monthly monitoring during the 120-day post-translocation period. Monitoring will be undertaken using the aforementioned methods. This early monitoring and management period is especially crucial to the success of the translocation effort.

San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

CONTINGENCY MEASURES

The intent of the program was to salvage cacti from development areas and supplement the naturally occurring cacti populations within the project open space. This effort was incorporated in recognition that San Diego Barrel Cacti are relatively long-lived species that are readily transplanted and are considered a sensitive species. The sage scrub habitat occupied by barrel cacti is already being addressed by the conservation of habitat, including barrel cactus within OS-3 and the northern San Miguel Ranch parcel. For this reason, the translocation is purely a salvage effort designed to minimize the loss of what is considered to be a valuable habitat element. This translocation plan represents a best effort plan to meet Trimark's commitment to relocate all barrel cactus from areas proposed for impact to open space. The plan includes Trimark supported monitoring and management of the translocated population through the 120-day establishment period in recognition of this period's crucial influence on the ultimate success of the translocation program.

THREE-YEAR REVIEW METHODS

As an additional examination to determine how well transplanted cacti have survived over time, a review of the previously mapped and photographed four square meter long-term monitoring plots is to be conducted three years after the initial transplant efforts. Cacti are to be remapped within the 4 meter plots and photographs are to be taken from the same range and perspective as during the initial survey. An assessment of change shall be prepared that evaluates growth, reproduction, mortality, and vegetation development (native and non-native) within the plots. Information shall be presented along with qualitative and quantitative analyses regarding transplant performance. Data are to be summarized in a report provided to the City, U.S. Fish and Wildlife Service, and California Department of Fish and Game to assist in the continued development of restoration science and to aid in designing future transplant programs.

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APPENDIX A

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San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

List of weedy, invasive species to be controlled within the San Diego Barrel Cactus Translocation Area.

Scientific Name	Common Name(s)
<i>Ageratina adenophora</i>	Eupatory
<i>Ailanthus altissima</i>	Tree Of Heaven
<i>Arundo donax</i>	Giant Reed, Arundo
<i>Atriplex semibaccata</i>	Australian Saltbush
<i>Avena barbata</i>	Slender Wild Oat
<i>Brassica nigra</i>	Black Mustard
<i>Bromus madritensis</i> ssp. <i>rubens</i>	Red Brome
<i>Carpobrotus edulis</i>	Iceplant, Hottentot-fig
<i>Carpobrotus chilensis</i>	Sea Fig
<i>Centaurea melitensis</i>	Tecalote
<i>Chamomilla suaveolens</i>	Pineapple Weed
<i>Cirsium vulgare</i>	Bull Thistle
<i>Coryza canadensis</i>	Horseweed
<i>Cortaderia jubata</i>	Andean Pampas Grass, Jubata grass
<i>Cortaderia selloana</i>	Pampas Grass
<i>Cynara cardunculus</i>	Artichoke Thistle
<i>Cytisus scoparius</i>	Scotch Broom
<i>Cytisus striatus</i>	Striated Broom
<i>Erodium</i> spp.	Filaree
<i>Eucalyptus</i> sp.	Eucalyptus
<i>Foeniculum vulgare</i>	Wild Fennel
<i>Hirschfeldia incana</i>	Short-pod Mustard
<i>Lepidium latifolium</i>	Perennial Pepperweed, Tall Whitetop
<i>Marrubium vulgare</i>	Horehound
<i>Myoporum laetum</i>	Ngaio
<i>Nicotiana glauca</i>	Tree Tobacco
<i>Olea europea</i>	Mission Olive
<i>Pennisetum setaceum</i>	Fountain Grass
<i>Raphanus sativus</i>	Radish
<i>Retama monosperma</i>	Bridal Broom
<i>Ricinus communis</i>	Castor-bean
<i>Salsola tragus</i>	Russian Thistle
<i>Schinus molle</i>	Peruvian Pepper Tree
<i>Sonchus</i> spp.	Sow Thistle
<i>Taeniatherum caput-medusae</i>	Medusa-Head
<i>Tamarix chinensis</i> , <i>T. gallica</i> , <i>T. parviflora</i> , & <i>T. ramostissima</i>	Tamarisk, Salt Cedar

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San Diego Barrel Cactus (*Ferocactus viridescens*) Translocation Plan for San Miguel Ranch December 2000

APPENDIX B

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Mr. Stephen Hester
 NNP - Trimark San Miguel LLC

11-Dec-00
 96-070-16

**Implementation and Monitoring of the San Miguel Ranch
 San Diego Barrel Cactus Translocation Plan**

Task	Staff	Rate (\$/hour)	Hours or Miles	Subtotal	Total
TASK 1. CACTUS COLLECTION, SITE PREPARATION, AND TRANSLOCATION					
1.1. Site Analysis and Field Evaluation					
	Senior Biologist	\$72.00	16	\$1,152.00	
	Associate Biologist	\$58.00	8	\$464.00	
					\$1,616.00
1.2. Construction of a Temporary, On-site Holding Area for Pop Hardening					
	Biological Monitor/Senior Biologist	\$72.00	2	\$144.00	
	Field Labor Support	\$20.00	16	\$320.00	
	Materials			\$1,000.00	
					\$1,464.00
1.3. Barrel Cactus Removal from Development Area per 1000 Cacti					
	Biological Monitor/Senior Biologist	\$72.00	12	\$864.00	
	Revegetation Specialist	\$45.00	12	\$540.00	
	Revegetation Technician	\$25.00	12	\$300.00	
	Revegetation Technician	\$25.00	12	\$300.00	
					\$2,004.00
1.4. Monitoring/Evaluation of Cacti in Holding Area					
	Biological Monitor/Senior Biologist	\$72.00	8	\$576.00	
					\$576.00
1.5. Barrel Cactus Relocation and Replanting into Preserve Areas per 1000 Cacti Mapping/Marking					
	Biological Monitor/Senior Biologist	\$72.00	32	\$2,304.00	
	Revegetation Specialist	\$45.00	32	\$1,440.00	
	Revegetation Technician	\$25.00	32	\$800.00	
	Revegetation Technician	\$25.00	32	\$800.00	
					\$5,344.00
1.6. Selective Translocation of Other Non-listed Plant Species (Fish-hook Cactus and Cholla sp.) and Collection of Boulders and Cobbles for Translocation Use					
	Revegetation Specialist	\$45.00	8	\$360.00	
	Revegetation Technician	\$25.00	8	\$200.00	
	Revegetation Technician	\$25.00	8	\$200.00	

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\$760.00

1.7. Reseeding of Abandoned Access Roads

Revegetation Specialist	\$45.00	8	\$360.00
Revegetation Technician	\$25.00	8	\$200.00
Materials-Seed Mix			\$220.00

\$780.00

1.8. Project Administration

Project Coordination	Senior Biologist	\$72.00	8	\$576.00
	Project Coordinator	\$60.00	8	\$480.00

\$1,056.00

1.9. Other Direct Costs

Mileage (\$0.40/mile)	\$0.40	720	\$288.00
Materials (flagging, paint...)			\$50.00

\$338.00

Task 1 Subtotal

\$13,938.00

Transplantation of Additional barrel Cacti and Other Non-listed Plant Species*

Costs per additional 100 Cacti

\$800.00

TASK 2. 120 Day Monitoring, Maintenance and Reporting

2.1. Weed removal

<i>Cactus Translocation Area</i>	Revegetation Specialist	\$45.00	24	\$1,080.00
	Revegetation Technician	\$25.00	72	\$1,800.00
<i>Reseeded Roadway</i>	Revegetation Specialist	\$45.00	8	\$360.00
	Revegetation Technician	\$25.00	16	\$400.00

\$3,640.00

2.2 Physical Maintenance/Adaptive Management

<i>Repair and Back-fill Around C</i>	Revegetation Specialist	\$45.00	16	\$720.00
<i>Repair Flagging and Staking</i>	Revegetation Technician	\$25.00	32	\$800.00

\$1,520.00

2.3. Barrel cactus Monitoring

<i>Long-term Monitoring Plot Es</i>	Biological Monitor/Senior Biologist	\$72.00	24	\$1,728.00
<i>Monthly Monitoring</i>	Biological Monitor/Senior Biologist	\$72.00	27	\$1,944.00
<i>Monthly Monitoring</i>	Biological Technician	\$45.00	27	\$1,215.00

\$4,887.00

2.4. Reseeded Coastal Sage Scrub

<i>Month 0 and 3 Monitoring</i>	Biological Monitor/Senior Biologist	\$72.00	8	\$576.00
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\$576.00

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2.5. Reporting (for Barrel Cactus and Reseeded Coastal Sage Scrub Combined)

Monthly Reports Biological Monitor/Senior Biologist \$72.00 24 \$1,728.00
\$1,728.00

Task 2 Subtotal **\$12,351.00**

Tasks 1 + 2 Total **\$26,289.00**

Anticipated Transplantation of Additional 5000 Barrel Cacti **\$40,000.00**

Approximate Total for Transplantation (6000 cacti),
Short-term Maintenance, Monitoring and Reporting **\$66,289.00**

TASK 3. Three-year Survey Reporting

3.1. Field Survey

Biological Monitor/Senior Biologist \$72.00 16 \$1,152.00
Associate Biologist \$58.00 18 \$1,044.00
\$2,196.00

3.2 Data Analysis and Report

Biological Monitor/Senior Biologist \$72.00 24 \$1,728.00
Associate Biologist \$58.00 24 \$1,392.00
\$3,120.00

Task 3 Subtotal **\$5,316.00**

Short-term Maintenance, Monitoring and Reporting

GRAND TOTAL ESTIMATED FOR BARREL CACTUS RELOCATION \$71,605.00

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**SAN MIGUEL RANCH SOUTH
OPEN SPACE PRESERVE
FENCING PLAN**

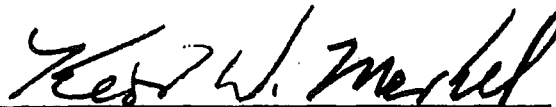
Prepared for:

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December 11, 2000



Keith W. Merkel, Principal Consultant

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San Miguel Ranch South Open Space Preserve Fencing Plan

December 2000

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San Miguel Ranch South Open Space Preserve Fencing Plan

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SAN MIGUEL RANCH SOUTH OPEN SPACE PRESERVE FENCING PLAN

SUMMARY

The San Miguel Ranch South Open Space Preserve Fencing Plan applies to in the San Miguel Ranch Open Space Preserve (SMR-OSP), including the Otay Tarplant (*Deinandra [Hemizonia] conjugens*) preserve areas. The City of Chula Vista (the City), County of San Diego, United States Fish and Wildlife Service (USFWS), the California Department of Fish & Game (CDFG), and NNP - Trimark San Miguel Ranch, LLC (Trimark) are entering into an Annexation Agreement Concerning the Conservation and Biological Mitigation Program for the Implementation of the San Miguel Ranch Sectional Planning Area Plan and Tentative Tract Map. Pursuant to the Biological Annexation Agreement agreement, the federal government will acquire the SMR-OSP and the subsequent maintenance, management and monitoring obligations. The SMR-OSP will then be under management by the National Wildlife Refuge System (Refuges). Pursuant to the Biological Annexation Agreement agreement, Trimark has agreed to construct a perimeter fence and trail fencing for the SMR-OSP. This plan outlines the location, general configuration, and purpose of the fencing. It also addresses the boundary signage. The fencing plan describes two types of fencing, implemented in different areas of the SMR-OSP, based on the purpose of the barrier and the surrounding conditions. More specific details of the trail and perimeter fencing, gating, and signage will be illustrated on the Master Fencing and Wall Plan. After initial installation of the fencing, Refuges will be responsible for maintenance, repair and, as necessary, replacement of the fencing.

The SMR-OSP lies adjacent to areas proposed for residential development, portions of the State Route 125 (SR-125) corridor, and preserved open space. It currently supports a variety of sensitive species including the federally listed California Gnatcatcher (*Polioptila californica californica*), and Otay Tarplant and Variegated Dudleya (*Dudleya variegata*) a Multiple Species Conservation Program (MSCP) narrow endemic species. These sensitive species, along with a host of more common flora and fauna, will benefit from the protection provided by the preserve perimeter fence. The fence is designed to aid in the long-term viability and sustainability of ecosystem function within the SMR-OSP. To that end, it provides protection of existing and restored resources, within the SMR-OSP and tarplant preserve areas.

INTRODUCTION

BACKGROUND

The San Miguel Ranch development program contains approximately 169 acres of managed natural open space within the south parcel (or development parcel) which is to be contributed to the MSCP Preserve System. It is comprised of Open Space Areas (OS) 1, 3, 6, and 7 as designated in the approved tentative map. In addition, San Miguel Ranch is including approximately 11 additional acres of approved residential development area into this final preserve area. This additional acreage is being added because of its perceived value for enhancing the long-term conservation of Otay Tarplant. The SMR-OSP provides biological conservation benefits in addition to those of the conservation of the entire 1,852-acre San Miguel Ranch northern parcel. Approximately 1,686 acres of the northern parcel is currently within the San Diego Wildlife Refuge. The remaining 166 acres of

San Miguel Ranch South Open Space Preserve Fencing Plan

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the northern parcel will be conserved as part of project entitlement, and set aside solely as additional mitigation for development of the San Miguel Ranch South Parcel. The City understands that the 166 northern acres will be managed by the USFWS.

The 743-acre San Miguel Ranch South Parcel contains areas proposed for development by Trimark, areas within the proposed development footprint of State Route 125 (SR 125), and open space areas. The areas designated as open space (OS-1 through OS-9) within the San Miguel Ranch South Parcel total approximately 223 acres. Of the total open space acreage, 169 acres within OS-1, 3, 6, and 7 comprise the SMR-OSP. Of the remaining 54 acres, 16 are contiguous to the SMR-OSP. The final boundaries of the SMR-OSP area shall be adjusted to exclude any area(s) where encroachment occurred (consistent with the terms of the Donation of Land agreement) and to include areas containing an offsetting amount of undisturbed vegetation originally outside the boundaries the SMR-OSP. Such "offset" areas shall be selected by Trimark in consultation with USFWS and CDFG. All undeveloped areas within the contiguous 16 acres associated with OS-1, 3, 6, and 7, are anticipated ultimately to be placed into the SMR-OSP and transferred to Refuges.

The remaining 38 acres will be designated as open space including but not limited to such uses as parks, open recreation land, or cultural landscaping, but they will not be managed as part of the natural open space system. These other open space areas, OS-2, 4, 5, 8, and 9, are not part of the SMR-OSP; therefore, they are not addressed within the Fencing Plan.

Table 1. San Miguel Ranch South Open Space Acreage Subject to Fencing

Open Space Area	Acreage
Open Space 1 (OS-1)	23.98
Open Space 3 (OS-3)	100.92
Open Space 6 (OS-6)	31.04
Open Space 7 (OS-7)	20.30
Additional tarplant acreage approved for development (and contiguous with OS-6)	11.0

LOCATION

The 743-acre San Miguel Ranch South Parcel project site is located in Sections 20, 21, 22, 23, 26, 27, and 28 of Township 17 South, Range 1 West of the USGS 7.5' Jamul Mountains Quadrangle, San Bernardino Base & Meridian (Figure 1). The project site is located in an unincorporated area of San Diego County, adjacent to the northeastern border of the City of Chula Vista south of Sweetwater Reservoir and southwest of Mother Miguel Mountain. Proctor Valley Road provides access to the southern boundary of the site. Surrounding land uses are predominantly open space and residential or recreational development.

The SMR-OSP lies adjacent to existing preserve lands under the management of the Otay Water District and San Diego Gas and Electric (SDG&E). The San Miguel Ranch Northern Parcel, part of the San Diego National Wildlife Refuge, lies north of the SDG&E preserve lands. These areas together comprise a substantial portion of the largest contiguous preserve area in the southwestern portion of the MSCP area. The SMR-OSP does not provide connectivity to any preserve habitats south of Proctor Valley Road.

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San Miguel Ranch South-Open Space Preserve Fencing Plan

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GENERAL PHYSIOGRAPHY

The project site consists of steep hillsides, valleys, and mesas ranging from a high elevation of approximately 900 feet to a low elevation of approximately 220 feet. Underlying geology is mapped as Upper Pliocene marine (Strand 1962). On-site soils consist mostly of Diablo Clay, Linne clay loam, and Olivenhain cobbly loam. However, the largest tract of open space (OS-3) on-site contains San Miguel Exchequer rock silt loam. This soil type has very low fertility, good drainage, medium to rapid runoff, and moderate to very high erosion hazard (Bowman 1973).

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*San Miguel Ranch South Open Space Preserve Fencing Plan**December 2000***PURPOSE**

The preserve perimeter fencing will prevent private access into the SMR-OSP and is expected to reduce potential edge effects and indirect impacts caused by human intrusion. The fencing is also expected to prevent illegal encroachment, such as orchards, storage, decks, etc., into the SMR-OSP.

FENCING METHODS

The preserve perimeter fence will consist of a permanent five-foot tall commercial grade four-stranded, non-barbed fence with appropriate lockable vehicle gates to control access into the preserve areas. The Fencing Installation Exhibit (Figure 2) indicates the SMR-OSP fencing locations. Further details including the specific standards of the posts will be addressed in the Master Fencing and Wall Plan for the project.

To provide an additional barrier between the residential lots and the SMR-OSP, post and rail fencing will be provided at the end of the following cul-de-sacs: CC, DD, EE, FF, GG, HH, KK, YY, B and D (see the Tentative Fencing Plan for locations of these areas). Additional details regarding the post and rail fencing and a depiction of the location at the aforementioned cul-de-sac locations will be supplied in the Master Fencing and Wall Plan.

In addition to the fencing requirement, the SMR-OSP will be posted to indicate that the area is a managed wildlife refuge and that access is permitted only on established trails. Appropriate signage will be developed which addresses both access restrictions and a littering prohibition. The posting of such signage is further detailed in the subsequent Signage Section.

The timing for fence construction will be dictated by the construction schedule. Temporary or permanent fencing (at the determination of the property owner) will be installed around SMR-OSP areas prior to project construction. If temporary fencing is installed during construction, permanent fencing will be installed subsequently and prior to occupation of the houses bordering that portion of the SMR-OSP.

BORDER PATROL ACCESS AND TRAILS

A regional recreational trail is proposed within the SMR-OSP. The OS-3 regional trail, as proposed, will follow existing dirt roads as much as possible rather than entering habitat or wildlife movement areas. It is located in the northern portion of OS-3, near the project area boundary and continues east off site and west adjacent to proposed development. The proposed OS-3 trail will be a 10-foot wide regional trail consisting of informal stabilized decomposed granite. Although this proposed trail is wider than the specifications included in the Draft Chula Vista MSCP Subarea Plan (MNA Consulting 2000), it appears to be the least impactful option after several alternatives were analyzed, especially since the wider trail has the capability of doubling as an SDG&E maintenance access route. It will require a minimum construction grading width of 14 feet.

A community trail is located within OS-7 in the western portion of San Miguel Ranch. The proposed community trail will be a five foot wide graded footpath with stabilized decomposed granite across open grasslands. Trail staging areas will remain outside of the SMR-OSP.

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*San Miguel Ranch South Open Space Preserve Fencing Plan**December 2000*

The proposed OS-3 trail intersects with an existing border patrol route; however, border patrol vehicle patrols will not continue along this route once the SMR-OSP has been established. Where an intersection of the proposed OS-3 trail and the previous border patrol access road occurs, the trail is to be clearly marked and fenced to prevent intrusion into the SMR-OSP. The proposed OS-7 trail does not coincide with an SDG&E easement or border patrol route and is thus not expected to require additional signage or fencing to prevent intrusion into the SMR-OSP along previously established routes.

A post and rail fence will be provided continuously on the down-slope of the regional and community trails where they traverse the SMR-OSP and in a configuration jointly deemed warranted by Trimark, the City, and Refuges with the objective that biological resources are protected. The details and location of this fencing will be provided in the Master Fencing and Wall Plan. It is expected that split-rail fencing will be the appropriate barrier to control most trail adjacency issues. Additional barriers such as rocks/boulders or cactus plantings may be subsequently utilized at the discretion of Refuges, but will not be installed by Trimark in conjunction with fencing. Signage will be utilized in conjunction with this fencing to direct trails users from veering off the trail where it enters and exits the preserve or bends substantially. The specifics of this trail signage are detailed in the subsequent Signage Section and provided on the Master Fencing and Wall Plan.

SIGNAGE

PERIMETER FENCE POSTING

In addition to the fencing requirement, the SMR-OSP will be posted every 300 feet, or less, if acceptable to Refuges and the City, to indicate that the area is a managed wildlife preserve/refuge and that access is permitted only on established trails. It is anticipated that this signage will be similar in size and nature to that employed by Refuges at other National Wildlife Refuges within the region.

TRAIL FENCE POSTING

The location where the regional trail enters and/or exits the preserve/refuge will be posted. The sign will identify the area as a conservation area and indicate that users must remain on the trail. These signs will also be posted within the preserve at any location where the trail changes direction by more than 45 degrees or where sensitive resources adjacent to the trail make such additional signage advisable. Furthermore, trail signs will indicate that littering, fires, and overnight camping are prohibited. The exact wording of the signs will be jointly determined by Trimark, the City, and Refuges and provided in the Master Fencing and Wall Plan.

LITERATURE CITED

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APPENDIX A

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Cost Estimate:

**IMPLEMENTATION OF THE SAN MIGUEL RANCH
SAN MIGUEL RANCH OPEN SPACE PRESERVE FENCING PLAN**

Task	Description	Rate (\$/hour)	Hours or Units	Subtotal	Total
PHASE 1. PRESERVE ESTABLISHMENT					
Basis for Costs:					
	<i>Four Strand Fencing</i>		<i>28,800 linear feet</i>		
	<i>Two Rail Split Rail Fence</i>		<i>8,760 linear feet</i>		
	<i>Boundary Signage</i>		<i>300 ft. between signs</i>		
Task 1. Boundary Demarcation and Fencing					
Survey and Stake Preserve Boundary	Two Person Survey Crew	\$140.00	40.00	\$5,600.00	
	Biological Technician	\$60.00	24.00	\$1,440.00	
Install Permanent Fence and Gates	Fencing Cost - Includes Labor	\$2.20	28,800	\$63,360.00	
	Vehicle Gates	\$680.00	4.00	\$2,720.00	
Signage	Material Costs	\$30.00	96.00	\$2,880.00	
	Installation Labor	\$25.00	12.00	\$300.00	
Monitoring	Fence Installation Monitoring	\$60.00	80.00	\$4,800.00	
Task 1 Subtotal					\$81,100.00
Task 2. Split Rail Trail Fencing					
Survey and Stake Trail Alignment	Two Person Survey Crew	\$140.00	8.00	\$1,120.00	
	Biological Technician	\$60.00	8.00	\$480.00	
Install Permanent Fence	Fencing Cost - Includes Labor	\$4.70	8,760	\$41,172.00	
Signage	Material Costs	\$150.00	8.00	\$1,200.00	
	Installation Labor	\$25.00	16.00	\$400.00	
Monitoring	Fence Installation Monitoring	\$60.00	24.00	\$1,440.00	
Task 2 Subtotal					\$45,812.00
ESTIMATED COST FOR PHASE 1					\$126,912.00
Contingency Funds (20%)					\$25,382.4
ESTIMATE WITH CONTINGENCY COSTS					\$152,294.4