

ATTACHMENT A

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
State of California)
Wildlife Conservation Board)
P.O. Box 944209)
Sacramento, CA 94244-2090)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 20____, by the LAGUNA COUNTY SANITATION DISTRICT ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Wildlife, with reference to the following facts:

RECITALS

A. Grantor is a public entity formed under the laws of the State of California pursuant to Health and Safety Code Section 4700 *et seq.* Grantor owns and operates a wastewater reclamation plant that services the unincorporated community of Orcutt and areas south of the city of Santa Maria, California, in the County of Santa Barbara.

B. Grantor is the sole owner in fee simple of certain real property located west of Black Road and north of Dutard Road and northwest of the unincorporated community of Orcutt, California, in the unincorporated area of the County of Santa Barbara, State of California, and known as Assessor Parcel Number (APN) 113-240-015, acquired by Grant Deed recorded as instrument 2014-0029515 on June 30, 2014, containing a total of 126.70 acres ("APN 113-240-015") as legally described and shown on Exhibit A, attached hereto and incorporated herein by reference, and APN 113-240-013 acquired by Grant Deed recorded as instrument 1988-023697 on April 25, 1988, containing a total of 157.57 acres ("APN 113-240-013") as legally described and shown on Exhibit B, attached hereto and incorporated herein by reference. APN 113-240-015 is used by Grantor for existing agricultural activities, namely the discharge of recycled water to pasture by irrigation and the grazing of cattle or other livestock. APN 113-240-013 is used similarly and in addition contains a storage reservoir to hold recycled water for eventual discharge, treatment facilities, incidental pipelines, and access roads to support Grantor operations related to wastewater reclamation located on adjacent properties owned by Grantor.

C. Grantor wishes to conserve APN 113-240-015 in its entirety, as depicted on Exhibit C, attached hereto and incorporated herein by reference, and a portion of APN 113-240-013 consisting of 7.00 acres as depicted on Exhibit D, attached hereto and incorporated herein by reference, together totaling 133.70 acres and is hereinafter referred to as "the Property."

D. The Property described above has been used historically for cattle grazing and therefore is in a predominately unimproved natural condition and possesses wildlife and habitat values of great importance to Grantee. The Property provides high quality habitat for the federally endangered/state threatened California tiger salamander (*Ambystoma californiense*) and the federally threatened California red-legged frog (*Rana draytonii*), hereinafter collectively known as "Covered Species" and contains breeding, upland and dispersal habitats. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property.

E. The Property is being conserved as mitigation for potential impacts to Covered Species resulting from activities performed by Grantor in carrying out its functions described in the Grantor's Habitat Conservation Plan and Conservation Easement Area Management Plan, hereinafter "Management Plan," attached as Exhibit E and incorporated by reference, in order to maintain and enhance the Conservation Values on the Property for the benefit of Covered Species pursuant to Section 10 of the United States Endangered Species Act approved under United States Fish and Wildlife Service ("USFWS") Incidental Take Permit TE16913C dated August 22, 2017 and California Department of Fish and Wildlife ("CDFW") Consistency Determination.

F. The "USFWS" has jurisdiction under federal law over the conservation, protection, restoration, and management of species covered by the United States Endangered Species Act pursuant to Chapter 16 of the United States Code (USC) Section 1531 et seq., the Fish and Wildlife Coordination Act pursuant to 16 USC Sections 661- 666c, the Fish and Wildlife Act of 1956 pursuant to 16 USC Section 742(f) et seq., and other provisions of federal law.

G. CDFW has jurisdiction pursuant to Fish and Game Code section 1802, over the conservation, protection, restoration, and management of fish, wildlife, native plants and habitat necessary for biologically sustainable population of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code 815.3, Fish and Game Code 1348 and other provisions of California Law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

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

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

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights within the Property to Grantee:

(a) To ensure the preservation and protection of the Conservation Values of the Property;

(b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act (except for acts of nature which are beyond Grantor's control as provided in Section 10), failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(d) To require that all mineral, air and water rights (subject to the final water rights judgment entered in the Santa Maria Groundwater Basin adjudication (Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. Case No. CV770214)) as Grantee deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement. To the extent the Santa Maria Groundwater Basin adjudication is amended to decrease the amount of water available to the Property, Grantor shall otherwise supplement the water supply to the Property to preserve the Conservation Values of the Property; and

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

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

(a) Unseasonable watering (during extended periods of rainfall and/or runoff); use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities (except as provided in the Management Plan, Exhibit E); incompatible fire protection activities, except as required by law or local Fire Department standards; and any and all other activities and uses which may adversely affect the Conservation Values of the Property or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways or as described in the Management Plan (Exhibit E);

(c) Cultivated agricultural activity including disking.

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with the Management Plan for the Property (Exhibit E);

(e) Commercial, industrial, institutional, or residential structures or uses, except as provided in the Management Plan (Exhibit E);

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind except as provided in the Management Plan (Exhibit E), or consistent with allowed uses in accordance with Section 6 ;

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, biosolids or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species that are incompatible with the Covered Species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property except those intended to enhance Conservation Values as identified in the Management Plan;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law or allowed in accordance with Section 6 or as described in the Management Plan (Exhibit E);

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except as provided in the Management Plan (Exhibit E), or consistent with allowed uses in accordance with Section 6;

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property (subject to the final water rights judgment entered in the Santa Maria Groundwater Basin adjudication (Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. Case No. CV770214)); changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property, ; and. To the extent the Santa Maria Groundwater Basin adjudication is amended to decrease the amount of water available to the Property, Grantor shall otherwise supplement the water supply to the Property to preserve the Conservation Values of the Property; and;

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

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

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

6. Allowed Uses. The following uses and activities are permitted on the Property:

- (a) Compliance monitoring;
- (b) Effectiveness monitoring to determine the status and response of Covered Species in relationship to adaptive management measures implemented as part of the Management Plan;
- (c) Habitat enhancement and restoration activities implemented as part of the Management Plan;
- (d) Irrigation of grasses for cattle grazing consistent with California Regional Water Quality Control Board requirements. Water may be supplied by Grantor's recycled water or well water;
- (e) The installation or reconstruction of water systems (i.e., well, pump stations, piping) intended to serve the allowed uses;
- (f) Grazing of cattle or other livestock;
- (g) Fire fighting, prevention and maintenance activities consistent with the Management Plan or as may be required by a governmental fire authority to prevent or in response to an emergency; and
- (h) Other activities described in the Management Plan.

7. Grantee's Remedies.

(a) Grantor and Grantee intend that USFWS is a third party beneficiary of this Conservation Easement, and shall be entitled to enforce compliance with this Conservation Easement in accordance with the terms and conditions set forth herein.

(b) If USFWS or Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, such party shall give written notice to the other parties of such violation and demand in writing of Grantor the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(c) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation from USFWS or Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, USFWS or Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which USFWS or Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to

pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury, except for acts of nature that are beyond Grantor's control; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, USFWS or Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(d) If USFWS or Grantee, in their sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, USFWS or Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. USFWS or Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(e) Grantor agrees that USFWS or Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that USFWS or Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which USFWS or Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. USFWS or Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(f) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, the USFWS, and the Grantee have standing as interested parties in any proceeding affecting this Conservation Easement.

8. Costs of Enforcement. Grantor shall bear all reasonable costs incurred by USFWS or Grantee, where USFWS or Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

9. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by USFWS or Grantee shall be at the discretion of USFWS or Grantee, and any forbearance by USFWS or Grantee to exercise their rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by USFWS or Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of USFWS or Grantee's rights under this Conservation Easement. No delay or omission by USFWS or Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

10. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle USFWS or Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, drought, disease, pest infestation, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by USFWS or Grantee or their employees.

11. Right of Enforcement. All rights and remedies conveyed to USFWS or Grantee under this Conservation Easement shall extend to and are enforceable by USFWS or CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Final Habitat Conservation Plan dated February 2017 and included in USFWS Incidental Take Permit TE16913C dated August 22, 2017 and CDFW Consistency Determination.

12. Fence Installation and Maintenance. Grantor shall maintain existing fencing reasonably satisfactory to USFWS or Grantee around the Property to protect the Conservation Values of the Property

13. Access. This Conservation Easement does not convey a general right of access to the public.

14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that USFWS and Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from USFWS or CDFW acting in their regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

15. Taxes; No Liens. To the extent required by law, Grantor shall pay before delinquency all taxes (if any), assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish USFWS and Grantee with satisfactory evidence of payment, or exemption from payment, upon request. Grantor shall keep the Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

16. Hold Harmless. Grantor shall hold harmless, protect, and indemnify USFWS and Grantee and their directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or willful misconduct of USFWS or Grantee; (2) the obligations specified in Sections 4 "Grantor's Duties", 13 "Costs and Liabilities, and 14 "Taxes; No Liens" and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from USFWS or Grantee, defend such action or proceeding by counsel reasonably acceptable to the

Indemnified Party or reimburse USFWS or Grantee for all charges incurred for services in defending the action or proceeding. USFWS or Grantee shall timely notify Grantor of any pending claims.

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

18. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code section 1348.3. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

19. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee, with the prior written consent of Grantor, only to a governmental entity authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3(b) and Government Code section 65967 (excepting private parties) and any successor or other provisions then applicable or the laws of the United States. USFWS and Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of USFWS or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

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

21. Notices. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Attn: Manager

USFWS: United States Fish and Wildlife Service
Ventura Fish and Wildlife Office
Department of the Interior
2493 Portola Road, Suite B
Ventura, CA 93003
Attn: Field Supervisor

To Grantee: Department of Fish and Wildlife
South Coast Region (Region 5)
3883 Ruffin Road
San Diego, CA 92123
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
P.O. Box 944209
Sacramento, California 94244-2090
Attn: General Counsel

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

22. Amendment. This Conservation Easement may be amended by Grantor, USFWS and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and federal and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

23. Additional Provisions.

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

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

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

(d) Entire Agreement. This instrument and the Final Habitat Conservation Plan dated February 2017 and included in USFWS Incidental Take Permit (TE16913C) dated August 22, 2017 and CDFW Consistency Determination sets forth the entire agreement of the parties with respect to the Conservation Easement and supersede[s] all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 22 "Amendment".

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if USFWS or CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, or special district approved in advance in writing by CDFW.

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

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

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

(i) No Hazardous Materials Liability.

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

(2) Without limiting the obligations of Grantor under Section 15 "Hold Harmless" of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed, or released by USFWS or Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from USFWS or Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse USFWS or Grantee for all charges incurred for services of USFWS or the California Attorney General in defending the action or proceeding.

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

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

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

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

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

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Safety Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Safety Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

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

(j) Warranty. Grantor represents and warrants to USFWS and Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by USFWS and Grantee.

(k) Additional Easements. Except as provided in the Management Plan (EXHIBIT E), or as consistent with allowed uses in accordance with Section 6, Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of USFWS and Grantee. USFWS or Grantee may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19 "Transfer of Property". Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as USFWS or Grantee deems necessary to preserve its rights in this Conservation Easement.

(m) Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description of APN 113-240-015

EXHIBIT B – Legal Description of APN 113-240-013

EXHIBITS C and D – Legal Description and Map of Property

EXHIBIT E – Conservation Easement Area Management Plan

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

ATTEST:
MONA MIYASATO, County Executive Officer
Clerk of the Board of Directors

LAGUNA COUNTY SANITATION
DISTRICT

By: _____
Deputy Clerk

By: _____
Das Williams
Chair, Board of Directors

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI

By:  _____
Deputy Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Barbara)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by _____, dated _____, to the State of California, Grantee, acting by and through its California Department of Fish and Wildlife ("CDFW"), a governmental agency (under Government Code section 27281), is hereby accepted by the undersigned officer on behalf of CDFW, pursuant to the California Fish and Game Code.

GRANTEE:

STATE OF CALIFORNIA, by and through its
DEPARTMENT OF FISH AND WILDLIFE

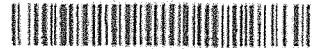
By: _____

Title: _____

Authorized Representative

Date: _____

Exhibit A
(Legal Description APN 113-240-015)



2014-0029515

Recorded | REC FEE 0.00
Official Records
County of
Santa Barbara
Joseph E. Holland
County Clerk Recorder

EC
01:00PM 30-Jun-2014 | Page 1 of 6

RECORDING REQUESTED BY
FIDELITY TITLE

GRANT DEED

Recorded at request of
and when recorded mail to:

County of Santa Barbara
General Services Department
Office of Real Estate Services
Will Call

COUNTY OF SANTA BARBARA
OFFICIAL BUSINESS

6 free

No fee pursuant to
California Government Code §6103 and §27383

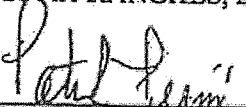
SPACE ABOVE THIS LINE FOR RECORDER'S USE
A.P.N. 113-240-002 (Portion)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, BETTERAVIA RANCHES, LLC, a California Limited Liability Company, as "Grantor" herein hereby grants to LAGUNA COUNTY SANITATION DISTRICT, a political subdivision of the State of California, as "Grantee" herein, fee title to all of that certain real property located in the unincorporated area of the County of Santa Barbara, State of California, more particularly described in Attachment "1" hereto, incorporated herein by this reference (the "Property").

IN WITNESS WHEREOF, BETTERAVIA RANCHES, LLC has executed this Grant Deed on the 3rd day of March, 2014.

GRANTOR
BETTERAVIA RANCHES, LLC


Patrick Ferini - Manager

ACKNOWLEDGEMENT

State of California

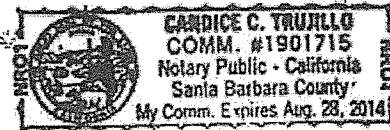
County of Santa Barbara

On March 3rd 2014 before me, Candice C. Trujillo, Notary Public

personally appeared Patrick Fani, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



By: Candice C. Trujillo
(Seal)

PARCEL ACQUISITION
LAGUNA COUNTY SANITATION DISTRICT

EXHIBIT A

LEGAL DESCRIPTION

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California and being a portion of Parcel One in Grant Deed to Betteravia Properties, a California general partnership, recorded April 6, 1995 as Instrument Number 95-017981 of Official Records in the Office of the County Recorder of said County described as follows:

Beginning at the Northeast corner of said Parcel One, being a 1-1/2" iron pipe with tag marked L.S. 3485 set on centerline of section 36 as shown on map filed in Book 87, Page 95 of Records of Surveys in the Office of said County Recorder;

- 1) Thence, S 00°46'02" W, 2163.87 feet along the easterly line of said Parcel One to a point being the intersection of the easterly line of said Parcel One with the southeasterly prolongation of a barbed wire fence bearing N 77°49'59" W;
- 2) Thence, leaving said easterly line of Parcel One, N 77°49'59" W, 376.35 feet to and along an existing barbed wire fence;
Thence, along said existing barbed wire fence the following 22 courses:
 - 3) N 86°22'45" W, 132.06 feet;
 - 4) S 82°57'27" W, 266.20 feet;
 - 5) N 76°27'41" W, 145.40 feet;
 - 6) N 58°11'09" W, 270.97 feet;
 - 7) N27° 39' 59"W, 48.30 feet;
 - 8) N86° 06' 18"W, 18.24 feet;
 - 9) S34° 56' 30"W, 23.91 feet;
 - 10) N55° 07' 38"W, 170.01 feet;
 - 11) N46° 01' 16"W, 329.09 feet;
 - 12) N48° 15' 57"W, 171.78 feet;
 - 13) N51° 46' 10"W, 63.82 feet;
 - 14) N69° 42' 50"W, 63.87 feet;
 - 15) N61° 07' 49"W, 873.52 feet;
 - 16) N53° 11' 33"W, 430.18 feet;
 - 17) N61° 53' 22"W, 132.07 feet;
 - 18) N66° 50' 25"W, 269.33 feet;
 - 19) N70° 00' 35"W, 533.56 feet;
 - 20) N64° 43' 31"W, 286.40 feet;
 - 21) N66° 46' 23"W, 304.19 feet;
 - 22) N75° 07' 58"W, 108.54 feet;
 - 23) N67° 40' 40"W, 110.04 feet;
 - 24) N56° 51' 59"W, 111.24 feet;

- 25) Thence, leaving said existing barbed wire fence, N56° 51' 59"W, 139.91 feet along the northwesterly prolongation of said existing barbed wire fence to the northerly line of said Parcel One;
- 26) Thence, S89° 06' 55"E, 4,764.33 feet along said northerly line of said Parcel One to the point of beginning.

Area contains 126.70 acres, more or less.

END

###

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.

E. Tenell Matlovsky
E. Tefiell Matlovsky, PLS 8629



02/26/2014
Date

S736 Portion of APN 113-240-002

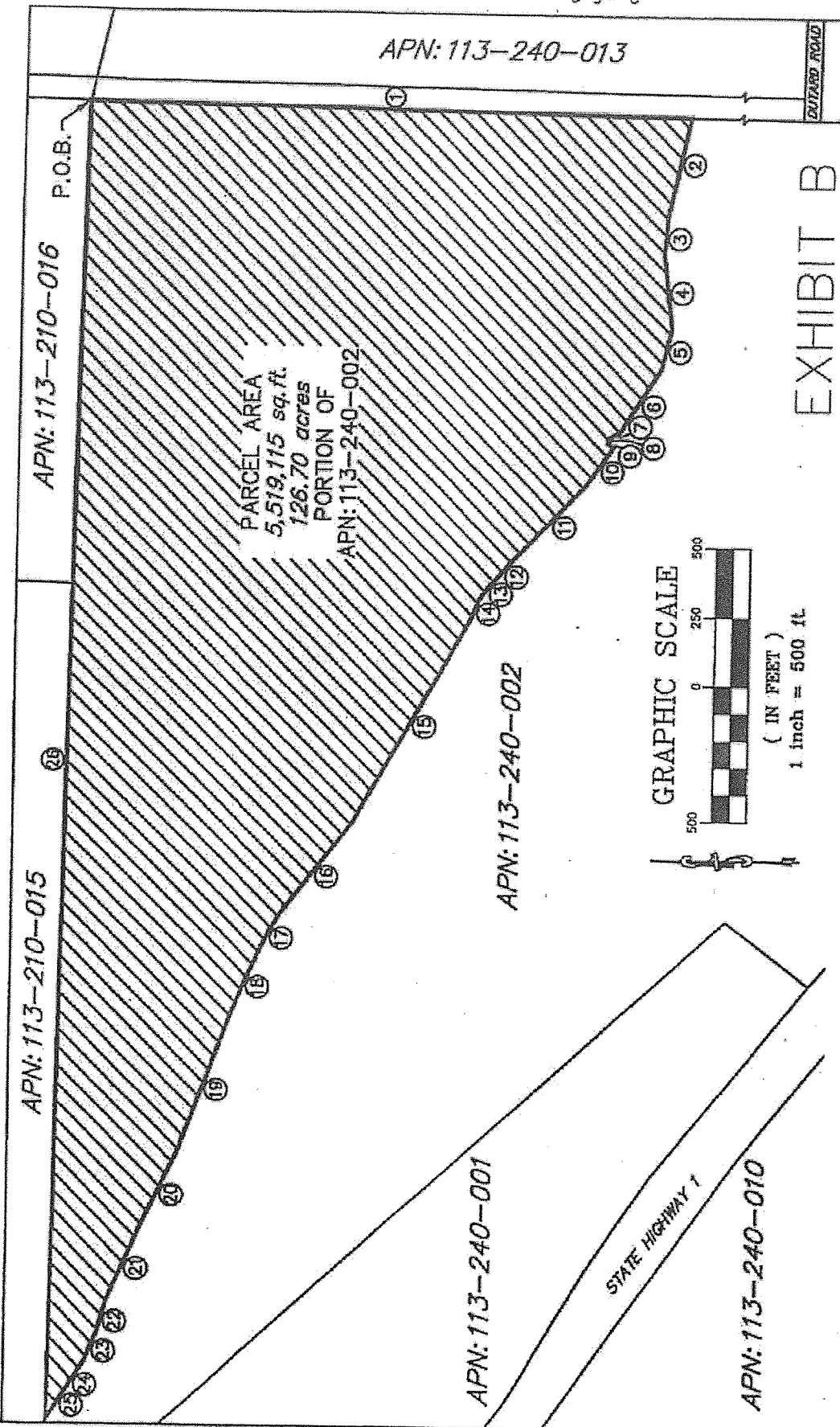
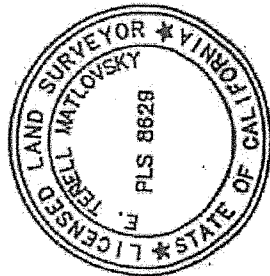


EXHIBIT B

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS
 COUNTY SURVEYOR'S OFFICE

PARCEL ACQUISITION
 LAGUNA COUNTY SANITATION DISTRICT
 PORTION OF APN: 113-240-002
 SANTA BARBARA COUNTY, CALIFORNIA
 FEBRUARY 2014

5736



THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT.

E. Tenell Matlovsky
 E. TENELL MATLOVSKY

02/26/2014
 DATE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated March 3, 2014, 2014, from BETTERAVIA RANCHES LLC, a California Limited Liability Company, as Grantor, to LAGUNA COUNTY SANITATION DISTRICT, a political subdivision of the State of California, as Grantee, is hereby accepted by the Board of Directors of the Laguna County Sanitation District on April 22, 2014 and the Laguna County Sanitation District consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this 22nd day of April, 2014

CLERK

EX-OFFICIO CLERK OF THE BOARD OF DIRECTORS OF THE the
LAGUNA COUNTY SANITATION DISTRICT

By: *Rena Barber*
Deputy

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *John Michael L. Hardy*
Deputy Counsel

Exhibit B
(Legal Description of APN 113-240-013)

13524124
RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:
COUNTY REAL PROPERTY AGENT
123 East Anapamu Street
Santa Barbara, CA 93101

BB-023697 | Rec Fee .00
| Total .00
Recorded |
Official Records |
County of |
Santa Barbara |
Kenneth A. Pettit |
Recorder |
8:00am 25-Apr-88 | RO 7

No Tax Due

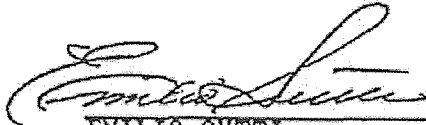
No fee per
Gov't Code 6103

Project: Land Acquisition for
Laguna County Sanitation
District
Folio: YC 2187
APN: 113-200-13, and Portions
of 113-210-11 &
113-240-12
Agent: EWC

GRANT DEED

EMILIO SUTTI and IRENE SUTTI, husband and wife, and EDWARD SUTTI, a single man, do hereby grant and convey to the LAGUNA COUNTY SANITATION DISTRICT the real property in the County of Santa Barbara, State of California as described in Exhibit "A", attached hereto and incorporated by reference, reserving to the Grantors herein 40% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbons of whatever category in and under said land.

"GRANTORS"


EMILIO SUTTI


IRENE SUTTI


EDWARD SUTTI

EXHIBIT "A"

PARCEL ONE: FEE.

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California, lying in the south half of Section 31, Township 10 North, Range 34 West, San Bernardino Base and Meridian, and a portion of the north half of Section 6, Township 9 North, Range 34 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the Southeast corner of the parcel of land conveyed by Stagner and Sons, Inc. to the Laguna County Sanitation District as described in a deed recorded October 2, 1959 as Instrument No. 35835 in Book 1678, Page 551 of Official Records in the Office of the County Recorder of the County of Santa Barbara, said point of beginning being also a point on the northerly boundary of the road known as Dutard Road, as shown in Book 46, Page 54 of Record of Surveys in the Office of the County Recorder of said County;

Thence 1st, along the easterly boundary of the Laguna County Sanitation District parcel North $00^{\circ}46'06''$ East, 871.20 feet to the Northeast corner thereof;

Thence 2nd, along the northerly boundary of said District parcel of land, North $89^{\circ}14'11''$ West, 1000 feet to the Northwest corner thereof, said corner also being on the westerly boundary of a parcel of land conveyed to Emilio Sutti, Irene Sutti and Edward Sutti as described in deed recorded April 10, 1973 in Book 2456, Page 79 of Official Records, in the Office of the County Recorder of said County;

Thence 3rd, along the westerly boundary of said Sutti parcel of land, North $00^{\circ}46'06''$ East, 3135.33 feet, to a point;

Thence 4th, into said Sutti parcel of land, South $77^{\circ}25'31''$ East, 1797.40 feet;

Thence 5th, South, 1845.17 feet;

Thence 6th, South 24°19'13" East, 1593.95 feet, to the northwesterly corner of the parcel of land conveyed to Joseph T. Horst, Judith L. Horst, Albert M. Ahumada and Marisela Ahumada as described in deed recorded May 6, 1987 as Instrument Number 1987-33378 of Official Records, in the Office of the County Recorder of said County;

Thence 7th, along the westerly boundary of said parcel of land, South 00°45'49" West, 350 feet, to the Southwest corner of said parcel and also being a point on the northerly boundary of Dutard Road;

Thence 8th, along the northerly boundary of Dutard Road, North 89°14'11" West, 1451.61 feet, to the point of beginning.

PARCEL TWO: FEE.

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California, lying in the north half of Section 36, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the southwesterly corner of the parcel of land shown as PARCEL TWO as conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti and as described in a deed recorded June 5, 1974 in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence 1st, along the westerly boundary of said parcel, North 00°52'20" East, 2827.82 feet, to the Northwest corner of said parcel;

Thence 2nd, along the northerly boundary of said parcel, South 89°59'38" East, 3537.47 feet;

Thence 3rd, leaving the northerly boundary, South 00°45'00" West, 2882.04 feet, to a point on the southerly boundary line of said parcel;

Thence 4th, along the southerly boundary line of said parcel, North 89°06'57" West, 3543.21 feet, to the point of beginning.

PARCEL THREE: FEE.

That portion of the Rancho Punta De La Laguna, in the County of Santa Barbara, State of California, lying in the south half of Section 26, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and the north half of Section 35, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

Beginning at the most southerly corner of the parcel of land shown as PARCEL THREE conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti as described in deed recorded June 5, 1974, in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence 1st, along the southwesterly boundary of said parcel, North $44^{\circ}06'59''$ West, 3735.21 feet, to an angle point in said southwesterly boundary;

Thence 2nd, continuing along said southwesterly boundary, North $89^{\circ}09'01''$ West, 982.49 feet, to the most westerly corner of said parcel, and also being a point on the boundary common to the Rancho De La Laguna and Rancho Guadalupe;

Thence 3rd, along the said common Rancho boundary, North $30^{\circ}54'36''$ East, 2256.52 feet, to the most northerly corner of said above-mentioned Sutti parcel of land;

Thence 4th, along the northeasterly boundary of said Sutti parcel, South $53^{\circ}48'23''$ East, 3056.18 feet, to a point on the easterly boundary of above-mentioned Section 26;

Thence 5th, along the easterly boundary of said Sections 26 and 35, South $00^{\circ}52'20''$ West, 2827.82 feet, to the point of beginning.

PARCEL FOUR: EASEMENT

That portion of the Rancho Punta De La Laguna, in the County of Santa Barbara, State of California, lying in the north half of Section 36, Township 10 North, Range 35 West, San Bernardino Base and Meridian, and more particularly described as follows:

An easement and right of way for all the uses and purposes of a public road under, on, over, along and through a strip of land thirty (30) feet in width, between PARCEL ONE and PARCEL TWO, as hereinabove described, the southerly line of which strip is described as follows:

Commencing at the southwesterly corner of the parcel of land shown as PARCEL TWO as conveyed by Union Sugar Company to Emilio Sutti, Irene Sutti and Edward Sutti and as described in a deed recorded June 5, 1974 in Book 2519, Page 979 of Official Records, in the Office of the County Recorder of said County;

Thence, easterly along the southerly boundary line, North $89^{\circ}06'57''$ East, 3543.21 feet, to the point of beginning;

Thence, North $89^{\circ}06'57''$ East, 1738.16 feet, to the westerly boundary line of a 80-foot parcel of land conveyed to Pacific Gas and Electric Company as described in Deed recorded December 30, 1959 as Instrument No. 43736 in Book 1701, Page 385 of Official Records in the Office of the County Recorder of said County.

3208P

ACKNOWLEDGMENT OF GRANTORS

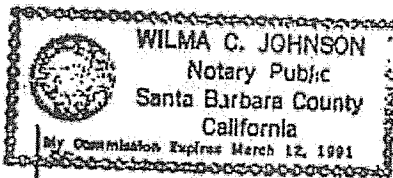
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: ss.

On this 30th day of October, 1987, before me, the undersigned, a Deputy County Clerk in and for said county and state, personally appeared EMILIO SUTTI and EDWARD SUTTI, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

KENNETH A. PETTIT
COUNTY CLERK-RECORDER

WITNESS my hand and official seal

By: E. Winslow Collins
E. Winslow Collins
Deputy County Clerk



STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On this the 2nd day of November

1987, before me the undersigned, a

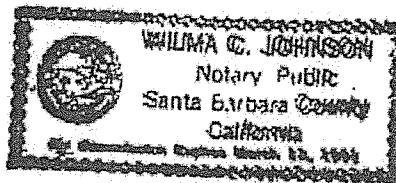
Notary Public in and for said County and State, personally appeared

IRENE SUTTI

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person _____ whose name is subscribed to the within instrument and acknowledged that she executed the same.

Wilma C. Johnson
Signature of Notary

FOR NOTARY SEAL OR STAMP



CAL-375 (Rev. 8-82) Ack. Individual

Staple

Staple

ACCEPTANCE BY DISTRICT

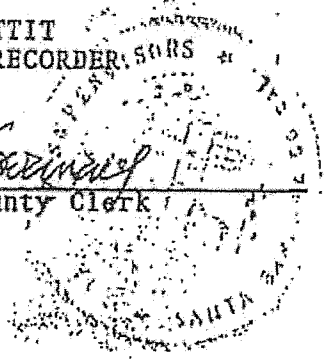
STATE OF CALIFORNIA,
COUNTY OF SANTA BARBARA: ss.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated January 19, 1988, from EMILIO SUTTI, IRENE SUTTI, AND EDWARD SUTTI to the LAGUNA COUNTY SANITATION DISTRICT, a special district, is hereby accepted by Order of the Board of Directors of the LAGUNA COUNTY SANITATION DISTRICT on January 19th, 1988 and the Grantee consents to recordation thereof by its duly authorized officer.

KENNETH A. PETTIT
COUNTY CLERK-RECORDER, S.B.S.

WITNESS my hand and official seal

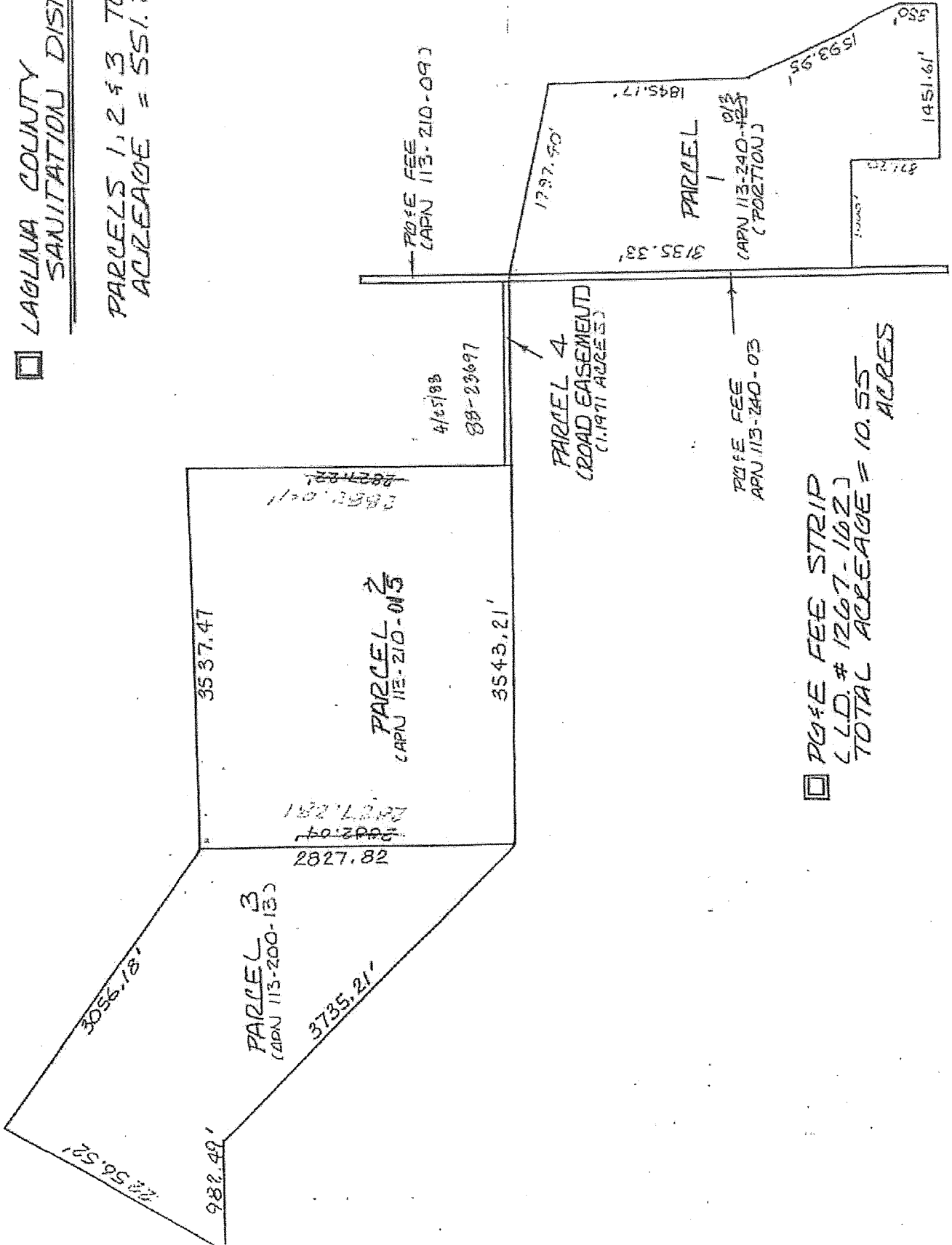
By: *Betsy Savin*
Deputy County Clerk



3215P

LAGUNA COUNTY SANITATION DISTRICT

PARCELS 1, 2 & 3 TOTAL ACCEAGE = 551.25 ACRES



POFFEE FEE STRIP (L.D. # 1267-162) TOTAL ACCEAGE = 10.55 ACRES

Exhibit C
(Conserved Area of APN 113-240-015)

EXHIBIT

Conservation Easement Description (West Parcel)

That portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California described in the Grant Deed recorded June 30, 2014 as Instrument No. 2014-0029515 of Official Records, in the Office of the County Recorder of said County described as follows:

Beginning at the Northeast corner of said Parcel One, being a 1-1/2" iron pipe with tag marked L.S. 3485 set on centerline of section 36 as shown on map filed in Book 87, Page 95 of Records of Surveys in the Office of said County Recorder;

- 1) Thence, S00°46'02"W, 2,163.87 feet along the easterly line of said Parcel One to a point being the intersection of the easterly line of said Parcel One with the southeasterly prolongation of a barbed wire fence bearing N77°49'59"W;
- 2) Thence, leaving said easterly line of Parcel One, N77°49'59" W, 376.35 feet to and along an existing barbed wire fence;

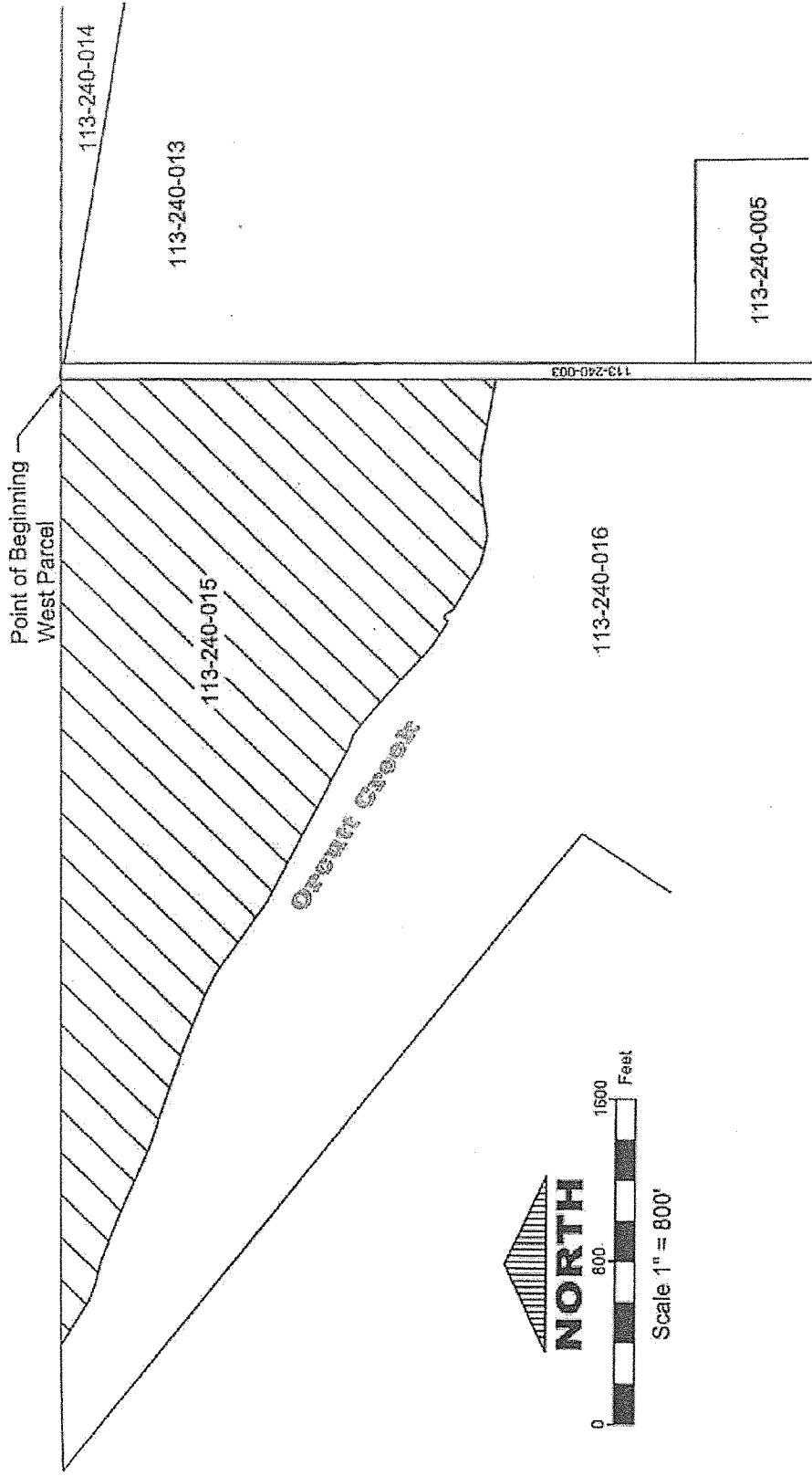
Thence, along said existing barbed wire fence the following 22 courses:

- 3) N86°22'45"W, 132.06 feet;
- 4) S82°57'27"W, 266.20 feet;
- 5) N76°27'41"W, 145.40 feet;
- 6) N58°11'09"W, 270.97 feet;
- 7) N27°39'59"W, 48.30 feet;
- 8) N86°06'18"W, 18.24 feet;
- 9) S34°56'30"W, 23.91 feet;
- 10) N55°07'38"W, 170.01 feet;
- 11) N46°01'16"W, 329.09 feet;
- 12) N48°15'57"W, 171.78 feet;
- 13) N51°46'10"W, 63.82 feet;
- 14) N69°42'50"W, 63.87 feet;
- 15) N61°07'49"W, 873.52 feet;
- 16) N53°11'33"W, 430.18 feet;
- 17) N61°53'22"W, 132.07 feet;
- 18) N66°50'25"W, 269.33 feet;
- 19) N70°00'35"W, 533.56 feet;
- 20) N64°03'31"W, 286.40 feet;
- 21) N66°46'3"W, 304.19 feet;
- 22) N75°07'58"W, 108.54 feet;
- 23) N67°40'40" W, 110.04 feet;
- 24) N56°51'59"W, 111.24 feet;

- 25) Thence, leaving said existing barbed wire fence, N56°51'59" W, 139.91 feet along the northwesterly prolongation of said existing barbed wire fence to the northerly line of said Parcel One;
- 26) Thence, S89°06'55"E, 4,764.33 feet along said northerly line of said Parcel One to the point of beginning.

Area contains 126.70 acres more or less.

End of Description



Jan McKellar PLS
 A Professional Land Surveying & Consulting Company
 2605 South Miller Street, Suite 107
 Santa Maria, CA 93455
 805-680-1885 bus.
 805-928-9713 fax
 jan@janmckellar.com
 http://www.janmckellar.com

Exhibit
 Conservation Area (West Parcel)

Exhibit D
(Conserved Area of APN 113-240-013)

EXHIBIT

Conservation Easement Description (East Parcel)

Being a 7.00 acre parcel of land within a portion of the Rancho Punta de la Laguna, in the County of Santa Barbara, State of California shown as the 152.56 acre parcel on the Record of Survey filed in Book 144 of Records of Survey, Page 95 in the Office of the County Recorder of said County described as follows:

Commencing at a found 1-1/2" iron pipe with tag marked L.S. 3485 on the northwesterly prolongation of the northerly line of said 152.56 acre parcel, said iron pipe also being the point of beginning as described in the Grant Deed recorded June 30, 2014 as Instrument No. 2014-29515 Official Records of said County and State; thence, S00°46'02"W, along the east line of the land described in said Grant Deed, 1,171.50' feet; thence, departing said east line, S89°13'58"E, 80.00 feet to a point in the west line of said 152.56 acre parcel and the TRUE POINT OF BEGINNING; thence,

- 1) S87°36'16"E, departing said west line and along the southerly face of an existing chain link fence, 80.58 feet to an angle point therein; thence,
- 2) S00°19'01"W, along the westerly face of said existing chain link fence, 49.61 feet to an angle point therein; thence,
- 3) N89°44'58"E, along the southerly face of said existing chain link fence 110.22 feet to a point; thence,
- 4) S00°15'02"E, departing said fence, 59.85 feet; thence,
- 5) S34°20'43"W, 213.36 feet; thence,
- 6) S07°04'38"W, 228.45 feet; thence,
- 7) S05°18'38"E, 64.59 feet to the beginning of a curve concave northeasterly having a radius of 130.00 feet and a central angle of 96°29'07"; thence
- 8) Southeasterly along the arc of said curve a distance of 218.92 feet; thence,
- 9) N78°12'14"E, 140.91 feet to the beginning of a curve concave southerly having a radius of 250.00 feet and a central angle of 59°06'37"; thence,
- 10) Southeasterly along the arc of said curve 257.92 feet; thence,
- 11) S42°41'09"E, 27.44 feet; thence,
- 12) S64°39'38"E, 214.50 feet; thence,
- 13) S85°45'04"E, 96.03 feet; thence,
- 14) S78°07'14"E, 120.17 feet; thence,
- 15) S19°29'57"W, 276.88 feet to a point in the northerly drip line of the existing willow trees along the accessory drainage feature known as Orcutt Creek as it exists as of the date of this description; thence,
- 16) Continuing along said northerly drip line, the following 16 courses; thence,
- 17) N58°02'17"W, 20.06 feet; thence,
- 18) N30°44'07"W, 92.75 feet; thence,
- 19) N81°57'35"W, 224.78 feet; thence,
- 20) N60°15'20"W, 239.07 feet; thence,

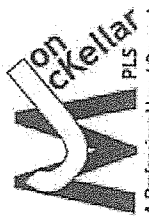
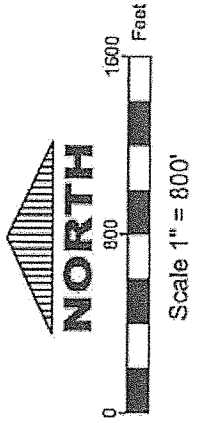
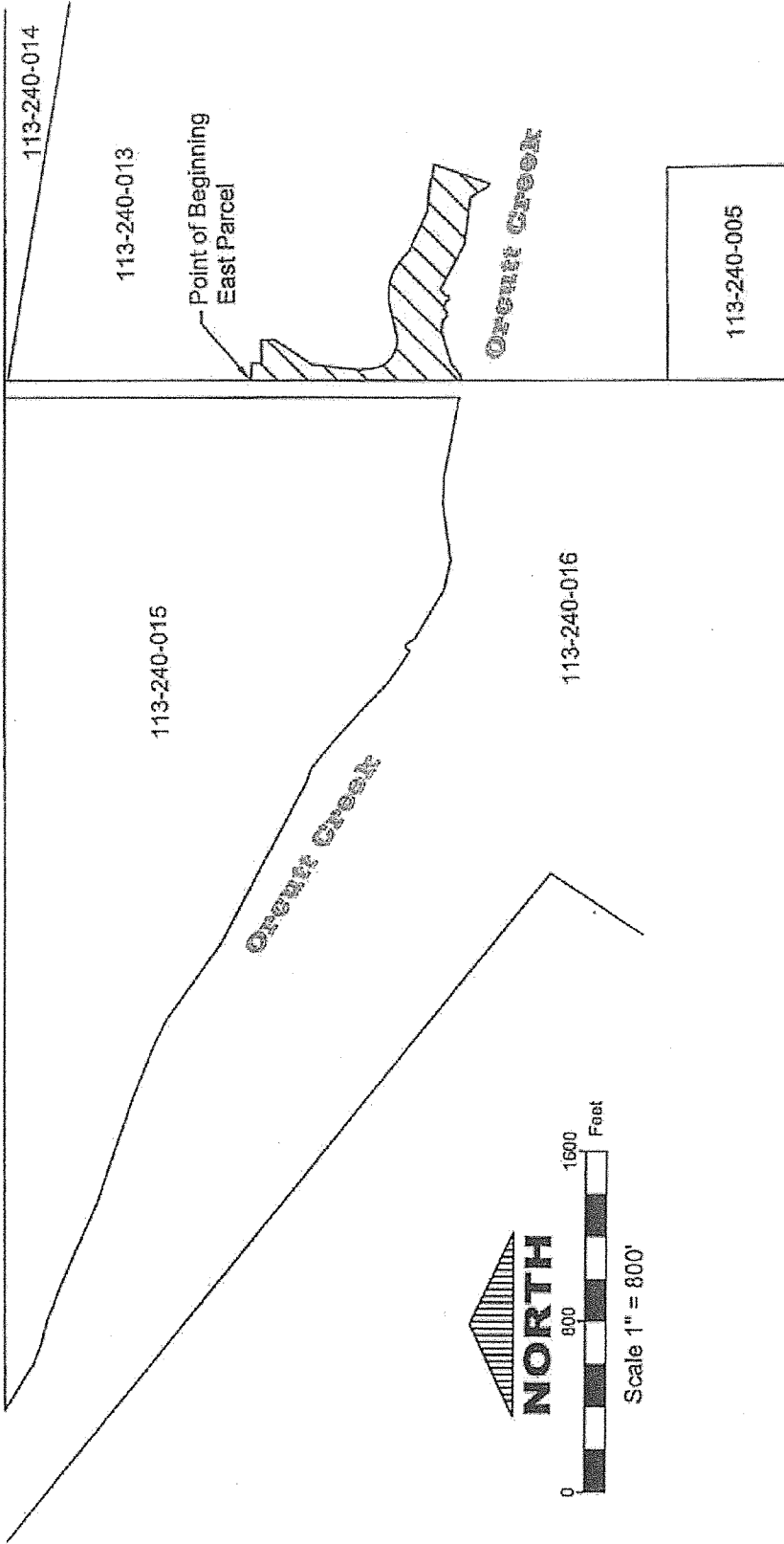
21) S52°22'55"W, 35.93 feet; thence,
22) S4°37'28"E, 15.57 feet; thence,
23) S77°19'56"W, 22.74 feet; thence,
24) N27°39'08"W, 20.55 feet; thence,
25) N76°09'13"W, 37.84 feet; thence,
26) S27°27'43"W, 16.46 feet; thence,
27) S88°16'43"W, 24.67 feet; thence,
28) N42°57'19"W, 29.65 feet; thence,
29) N82°55'56"W, 50.01 feet; thence,
30) S73°37'41"W, 163.45 feet; thence,
31) S48°21'07"W, 67.32 feet; thence,
32) S85°38'22"W, 24.46 feet to a point in the westerly line of said 152.56 acre parcel; thence,
33) N00°46'02"E, along said westerly line, 1001.02 feet to the Point of Beginning.

Area contains 7.00 more or less

End of Description

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act on February, 28, 2017.

Jon McKellar
PLS 7578

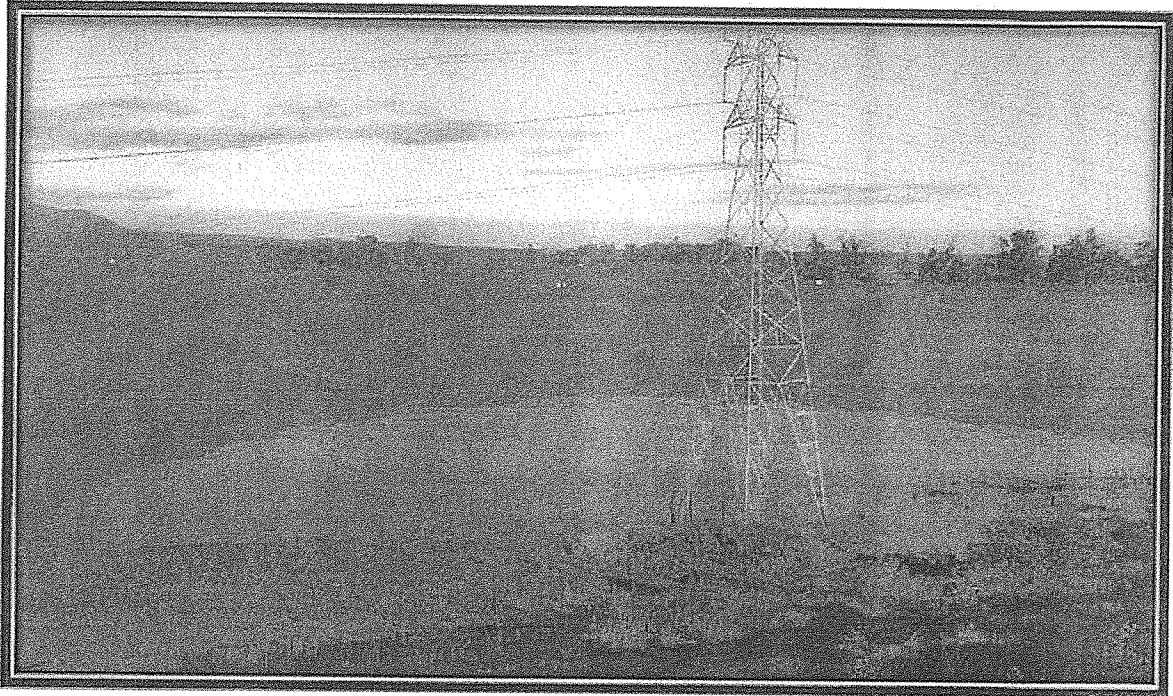


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Exhibit
 Conservation Area (East Parcel)

Exhibit E
(Management Plan)

LAGUNA COUNTY SANITATION DISTRICT
CONSERVATION EASEMENT MANAGEMENT PLAN



Prepared for:

Laguna Sanitation District
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(Revised) February 2017

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Appendix A: Annual Budget for Monitoring and Reporting

1.0 INTRODUCTION

This document is the Management Plan for mitigation lands to be included in a Conservation Easement established by the Santa Barbara County Public Works Department, Laguna County Sanitation District (District). The Conservation Easement was developed in support of a Habitat Conservation Plan (HCP) prepared by the District for submittal to the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) (LCSD 2017). The HCP addresses permanent and temporary impacts to habitat for California tiger salamander (*Ambystoma californiense*) and California red-legged frog (*Rana draytonii*) in the Plan Area, as described in the HCP. The California tiger salamander (CTS) and California red-legged frog (CRLF) are federal-listed endangered and threatened species, respectively. The CTS is also a California state-listed threatened species. Both the CTS and CRLF are Covered Species in the HCP.

1.1 RESPONSIBLE PARTIES

The mitigation lands comprising the Conservation Easement are owned by the District. The District is responsible for establishment of the Conservation Easement and its long-term management, including periodic surveys and monitoring to be conducted per this Management Plan. Survey data will be used within the framework of an adaptive management strategy described in the HCP to revise or augment management actions, as necessary.

1.2 BACKGROUND

The Conservation Easement is located approximately four miles south of Santa Maria in an unincorporated portion of northern Santa Barbara County (Figure 1). It comprises 132.83 acres of upland and aquatic habitat for CTS and CRLF. The Conservation Easement includes the majority of the “Reservoir Pool” identified by the USFWS (designation GUAD-3) as a known CTS and CRLF breeding pool. Protection of this habitat is part of the mitigation for temporary and permanent impacts to CTS and CRLF upland habitat that may occur due to Covered Activities described in the HCP. The impacts are anticipated to result from planned future facilities construction and operation, maintenance, and repair of utilities. The Conservation Easement will provide compensatory mitigation for loss of upland refuge and dispersal habitat for Covered Species. The habitat protected by the Conservation Easement is adjacent to, or in proximity to that being affected by Covered Activities.

The Conservation Easement will be developed between the District and USFWS. The Conservation Easement was surveyed by biologists John Storrer and Thomas Olson on October 29, 2008. The objective of the survey was to evaluate the area as habitat for CTS and CRLF. Methods used and results of the survey are described in the Biological Assessment (SES 2009). The assessment concluded that the proposed Conservation Easement supports high-quality breeding and upland habitat for CTS and CRLF. In view of this determination, the Conservation Easement would provide suitable compensatory

mitigation for the loss of upland habitat associated with the Covered Activities. Adequacy of the proposed conservation easement for project-related impacts was confirmed by the U.S. Fish and Wildlife Service (Henry, 2017 personal communication).

1.3 GOALS AND OBJECTIVES

The goal of this Management Plan is to protect and manage the upland and aquatic (vernal pool) habitats in the Conservation Easement to the benefit of Covered Species in the HCP: CTS and CRLF. Effective management of these habitats may contribute to the recovery of the CTS and CRLF and benefit other wildlife species, as described in Section 1.4.8. Terms of the Conservation Easement will ensure protection of the aquatic and upland CTS and CRLF habitat in perpetuity. Specific methods to be used to accomplish this goal are described in this Management Plan. The conservation values are defined as the physical, biological, and environmental processes needed to maintain the Conservation Easement. Specific management strategies are described in Section 2.5.

To meet the above-defined goal, the following biological objectives have been established:

- Protect and maintain the Reservoir Pool (GUAD-3) as CTS and CRLF breeding habitat;
- Maintain upland habitat in the Conservation Easement in a condition beneficial to CTS and CRLF;
- Enhance breeding potential for Covered Species through creation of a second pond within the boundaries of the Conservation Easement;
- Maintain small mammal burrows in the upland habitat to serve as CTS and CRLF refugia; and
- Minimize obstacles to dispersal between upland habitat and aquatic breeding habitats.

1.4 CONSERVATION EASEMENT DESCRIPTION

1.4.1 Location

The Conservation Easement is located in the Santa María Valley approximately four miles southwest of the city of Santa María in an unincorporated portion of northern Santa Barbara County. It is within in Rancho Punta de la Laguna Land Grant on the Guadalupe 7.5-minute U.S. Geological Survey (USGS) quadrangle map.

1.4.2 Wetlands

Wetland delineations were not completed onsite as part of the habitat assessment conducted on October 29, 2008 (SES 2009). As such, the descriptions that follow are primarily qualitative. During the habitat assessment survey, there were four locations (referred to as pools) identified where surface water is present for periods of time from weeks to months, depending on the amount of winter – spring precipitation received. These were identified on the basis of topography, vegetation, and consultation with

District maintenance personnel, who have used the parcel for disposal of tertiary-treated water through spray irrigation.

Of these four seasonal pools, the Reservoir Pool is the largest, at 2.57 acres in size. This pool is referred to as "GUAD-3" on the 2010 USFWS CTS habitat map. The pool is located at the eastern edge of the Conservation Easement. A parcel owned by PG&E that accommodates a fee-owned transmission line right-of-way runs through the pool. One transmission line support tower is located in the bed of the pool. Surface water in the pool can be as deep as four feet. The pool has cattails (*Typha* sp.) and bulrush (*Scirpus* sp.) along its margins. The Reservoir Pool is a natural-occurring seasonal body of water, created by a low-lying area with a low permeability benthic substrate that collects runoff from precipitation.

The other three seasonal pools are shallow depressions that do not appear to sustain surface water long enough to develop or support obligate wetland plant species. Based on anecdotal information from District maintenance personnel, it is unlikely that these seasonal pools would persist long enough to enable development of CTS or CRLF (10 weeks for CTS, 12 weeks for CRLF).

Orcutt/Solomon Creek follows the southern boundary of the Conservation Easement. Orcutt/Solomon Creek is a tributary to the Santa Maria River. It is a perennial stream whose seasonal flows are augmented by agricultural runoff or "tail water". Orcutt/Solomon Creek is not included in the Conservation Easement.

1.4.3 Topography

As described above, the Conservation Easement includes a seasonal pool (Reservoir Pool) in the southeastern quarter, in addition to three shallow topographic depressions (see below for more detailed description). Undulating terrain characterizes much of the northeastern 3/4 of the Conservation Easement, including most areas to the west and north of the seasonal pool. The Reservoir Pool lies at an elevation of 183 feet above sea level. Maximum elevation within the Conservation Easement is approximately 200 feet above sea level. The land slopes southwestward toward Orcutt/Solomon Creek. Surface runoff is conveyed from the upper part of the Conservation Easement to the lower portion by two gullies that serve as ephemeral drainages.

1.4.4 Land Use History and Existing Conditions

The property is currently used as pasture for cattle. It has also been used for disposal of tertiary-treated water from the District's wastewater treatment plant. The water is distributed through spray irrigation, which enhances range value for livestock. It is assumed that stocking rates (number of animal units per acre) were less prior to irrigation. Some relatively level locations in the northern 3/4 of the Conservation Easement may have been dry-farmed decades ago. Adjacent lands to the west and northwest are also used mostly as irrigated pasture. Row crops are grown to the north, northeast, and south. A reservoir for storage of tertiary-treated effluent and a large soil stockpile occur to the east and southeast of the proposed Conservation Easement. Both the reservoir and stockpile have been in place since 1993. Prior to that time, those areas were characterized by natural vegetation and were used for livestock grazing.

Existing Easements on the Conservation Easement

The proposed Conservation Easement is entirely in District-owned lands near the existing wastewater treatment facility on APNs 113-240-13 and -15 (Figure 2). Pacific Gas & Electric (PG&E) owns an adjacent, narrow strip of land to the east of the Conservation Easement (APN 240-003). The PG&E parcel is owned in-fee and is not part of the proposed Conservation Easement. The Conservation Easement is not encumbered by other easements. However there are District-owned operational pipelines within the proposed conservation easement that may require occasional maintenance and/or repair.

1.4.5 Buffers and Setbacks

The Conservation Easement is bordered by cultivated agriculture to the northeast, west, and south and by irrigated livestock pasture on the northwest (Figure 2). These areas are zoned and designated for agricultural use and these uses are likely to continue. East of the Conservation Easement are the District's storage reservoir and the large soil stockpile created by the construction of the reservoir. The reservoir will continue to be used for seasonal storage of tertiary treated effluent from the District's wastewater treatment plant. The stockpile is proposed to be removed and another reservoir (similar in size to the existing reservoir) constructed in its place. This project is included as a Covered Activity in the HCP.

Assuming current land use practices continue into the future, no additional buffers will be needed on the west, north, and south sides to preserve the integrity of the Conservation Easement. Lands to the west, north, and south are in cultivation (the last separated by Orcutt/Solomon Creek). Some of the habitats less suitable to CTS and CRLF to the northeast (row crops) and east (the treated effluent reservoir) are expected to continue in the same land use, and therefore, will act as buffers to more intensive uses, such as residential development.

Surrounding Landscape

As described in Section 1.4.4, surrounding land uses include:

- Irrigated pasture (similar to that found on the Conservation Easement) to the north;
- Irrigated row crops to the west, north and south; and
- A tertiary-treated effluent reservoir and large soil stockpile to the east.

Regional Perspective

Aquatic breeding and upland habitats for CTS and CRLF are limited in extent in Santa Barbara County. These habitats are declining due to conversions to more intensive land uses, such as cultivated agriculture and residential development. Preservation of areas that include both upland and breeding habitat is essential to the recovery and continued existence of the CTS and CRLF.

Preservation of the proposed Conservation Easement would be a valuable opportunity to aid in the conservation of these two species. CTS and CRLF have been detected in recent years during aquatic surveys of the Reservoir Pool located on the Conservation Easement (SES 2009). The federal-listed threatened CRLF has also been found Orcutt/Solomon Creek. The entire Conservation Easement is within Critical Habitat Unit 1 (Western

Santa Maria/Orcutt) for the Santa Barbara County Distinct Population Segment of CTS. Protection of the pool and the adjacent upland habitat would help ensure the continuation of CTS within this unit of designated critical habitat. The context and value of this habitat should make its protection a high regional priority.

Hydrology

Seasonal pools on the Conservation Easement hold water for variable lengths of time, depending on the amount of annual precipitation received. The Reservoir Pool has been known to sustain surface water for several months in years with high precipitation. In most years, surface water is present in the Reservoir Pool for about four to six months. The other pools are smaller and hold surface water for shorter periods, ranging from two weeks to several weeks, depending on rainfall. In most years, only the Reservoir Pool has surface water for a sufficient time to allow the Covered Species to reproduce.

Surface runoff from the Conservation Easement drains from northeast to southwest – down-gradient toward Orcutt/Solomon Creek.

1.4.6 Soils

The Soil Survey of the Northern Santa Barbara Area (Shipman 1972) indicates that the Conservation Easement contains five soil mapping units:

- Betteravia loamy sand, 0-2% slopes;
- Betteravia loamy sand, 2-9% slopes;
- Marina sand, 2-9% slopes;
- Oceano sand, 2-15% slopes, severely eroded; and
- Tierra loam, 5-30% slopes, severely eroded.

Each soil mapping unit is described below.

Betteravia Loamy Sand, 0-2% Slopes

This soil type is usually found on nearly level sites on lower terraces. Characteristics include very slow permeability and surface runoff. The soil is often boggy after rains. It is very susceptible to wind erosion, but not to water erosion. Its fertility level is considered to be low. This type of Betteravia loamy sand is used mostly for range, but in some situations may accommodate row crops, especially strawberries (Shipman 1972).

Betteravia Loamy Sand, 2-9% Slopes

This classification of Betteravia loamy sand is usually found on gently to moderately sloping sites. Its permeability is very slow, while surface runoff is slow to moderate. Similar to the Betteravia loamy sand with 0-2% slopes, the hazard of erosion due to blowing is high. However, the potential for water erosion is slight to moderate. Also similar to the same soil on 0-2% slopes, the fertility is very low and it is used mostly for range, and in some situations, row crops such as strawberries.

Marina Sand, 2-9% Slopes

This type of Marina sand is typically found on gently rolling sites occurring on mesa-like situations. The permeability of the soil is moderate, and the surface runoff is slow to moderate. The hazard to erosion by wind is high. The potential for water erosion is slight

to moderate. Similar to the other soils found on the Conservation Easement, the fertility is very low. Marina sand soils are typically used for grazing and some irrigated agriculture.

Oceano Sand, 2-15% Slopes, Severely Eroded

This soil is found on the steep southwest-facing slopes of the Conservation Easement that are partially eroded. This soil type has very slow permeability and surface runoff. Similar to the Betteravia loamy sand, Oceano sand has a tendency to be boggy after rains. It is rated as having only slight hazard of water erosion, but very high potential for wind erosion. Its fertility is very low. Oceano sand soils are used mostly for livestock range, but also occasionally planted in row crops such as strawberries.

Tierra Loam, 5-30% Slopes, Severely Eroded

This soil type can be found on a variety of topographical situations, from gently sloping to moderately steep sites. It often occurs on terraces and usually displays deep fluted gullies with some subsoil exposed due to erosion. This soil occurs in some of the southwest-facing banks in the southwest ¼ of the Conservation Easement. The permeability of this soil is very slow. That combined with rapid surface runoff makes this type of Tierra loam quite susceptible to both water and wind erosion. Due to limitations, such as degree of erosion and the steepness of slopes, this soil is used only for range and not for more intensive forms of agriculture.

1.4.7 Habitats

Past and current land uses have resulted in type-conversion from stabilized dune scrub to a predominantly annual grassland vegetation type over much of the proposed Conservation Easement. There is a high relative component of non-native and native forbs such as California croton (*Croton californicus*). Although best characterized as annual grassland, one perennial species, Bermuda grass (*Cynodon dactylon*), is common.

Bermuda grass and other low-lying annual grasses cover large portions of the Conservation Easement. These are likely to flourish and persist under the influence of spray irrigation. Elevated portions of the parcel support remnant patches of perennial dune shrubs, including dune lupine (*Lupinus chamissonis*), mock heather (*Ericameria ericoides*), and goldenbush (*Isocoma* sp.). These perennial shrub species were likely more prevalent prior to the introduction of livestock.

Orcutt/Solomon Creek follows the southern boundary of the Conservation Easement. This segment of Orcutt/Solomon Creek is confined to a relatively narrow channel, most of which is lined with arroyo willow (*Salix lasiolepis*). In-stream vegetation is comprised largely of cattail (*Typha* sp.) and bulrush (*Scirpus californicus*).

1.4.8 Wildlife

The proposed Conservation Easement provides breeding and foraging habitat for a variety of wildlife. Bird species recorded onsite are typical of annual grasslands. They include long-billed curlew (*Numenius americanus*), turkey vulture (*Cathartes aura*), red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*Buteo lineatus*), northern harrier (*Circus cyaneus*), killdeer (*Charadrius vociferus*), American kestrel (*Falco sparverius*), merlin (*Falco columbarius*), barn owl (*Tyto alba*), black phoebe (*Sayornis nigricans*),

Say's phoebe (*Sayornis saya*), tropical kingbird (*Tyrannus melancholicus*), Cassin's kingbird (*Tyrannus vociferans*), western kingbird (*Tyrannus verticalis*), horned lark (*Eremophila alpestris*), savannah sparrow (*Passerculus sandwichensis*), and vesper sparrow (*Pooecetes gramineus*). There is suitable habitat for burrowing owl, in addition to several other species. Small mammals, including Botta's pocket gopher (*Thomomys bottae*), kangaroo rat (*Dipodomys* sp.), and California ground squirrel (*Spermophilus beecheyi*) were locally common to abundant. Larger mammals would also be expected to occur, including Audubon's cottontail (*Sylvilagus audubonii*), striped skunk (*Mephitis mephitis*), raccoon (*Procyon lotor*), bobcat (*Lynx rufus*), gray fox (*Urocyon cinereoargenteus*), and coyote (*Canis latrans*). CTS, Pacific treefrog (*Hyla regilla*), and CRLF have been documented as breeding in the Reservoir Pool and are expected to use upland habitats within the Conservation Easement on a seasonal basis. One reptile species, western fence lizard (*Sceloporus occidentalis*), was observed during the field survey for the habitat assessment. Other reptile and amphibian species expected to occur include side-blotched lizard (*Uta stansburiana*), coast horned lizard (*Phrynosoma coronatum frontale*), gopher snake (*Pituophis catenifer*), and common kingsnake (*Lampropeltis getulus*). Common garter snake (*Thamnophis sirtalis*) has been documented in the Reservoir Pool (USFWS 2008). The western spadefoot toad is known to occur in the project area (Hunt 2000) but has not been documented on District parcels or within the proposed Conservation Easement.

1.4.9 Special-status Species

CTS and CRLF have been previously documented on District properties (Hunt 2000; Drexhage 2006, 2008, 2003; Storrer 2003; SES 2006a, 2006b, 2008, 2014).

The Reservoir Pool is a known breeding site for CTS and CRLF, as previously noted. At least three (3) other much smaller depressions within the proposed Conservation Easement are capable of sustaining surface water for two or more weeks, according to District maintenance personnel (Alvarez, pers. com.). The duration of surface water in these smaller depressions would depend on annual rainfall patterns.

Rodent burrows were found to be unevenly distributed but locally abundant within the Conservation Easement (SES 2009). Pocket gopher was most widespread. Burrows identified as kangaroo rat were much less common. California ground squirrel burrows were locally common, particularly on the south-facing slope where the mesa descends toward Orcutt/Solomon Creek. The abundance and availability of these small mammal burrows contributes significantly to the upland habitat value for the Covered Species.

2.0 MANAGEMENT PLAN

2.1 GOALS AND OBJECTIVES

As stated in Section 1.3, the goal of this Management Plan is to protect and manage the habitats in the Conservation Easement to promote the continued existence of the Covered Species in the HCP: CTS and CRLF. Appropriate management of the habitats may contribute to the recovery of the CTS and CRLF and may benefit other special-status species, such as western spadefoot, coast horned lizard, and burrowing owl. To ensure

protection and management of Covered Species, the District will establish a Conservation Easement on 132.83 acres of property owned by the District. Long-term management actions by District include general site maintenance, vegetation management, control of invasive species, and adaptive management as discussed below.

The biological goals and objectives are described below. The objectives are the means for achieving goals. Management actions will be the specific implementations of the objectives. The goals, objectives, and management actions are consistent with those described in the HCP (LCSD 2015).

2.1.1 Biological Goal 1: To permanently protect aquatic and upland habitat for Covered Species.

Biological Objective 1: Set-aside 132.83 acres of habitat in a Conservation Easement. The habitat will be comprised of both aquatic and upland habitat for CTS and CRLF.

Management Action: Establish a Conservation Easement on 132.83 acres of habitat suitable to the Covered Species.

2.1.2 Biological Goal 2: To minimize impacts of land use within the Conservation Easement on Covered Species.

Biological Objective 2: Develop a Management Plan that includes parameters for future land use that are compatible with long-term preservation of CTS and CRLF.

Management Action: Identify compatible and incompatible land uses.

2.1.3 Biological Goal 3: To manage habitat of the Covered Species on the Conservation Easement in perpetuity.

Biological Objective 3: Provide a program that will manage onsite habitat in perpetuity, with a means for revising or augmenting management actions as appropriate.

Management Action: Develop and implement this Management Plan that incorporates an adaptive management approach. The adaptive management approach will include periodic review (through field surveys) of the effectiveness of management actions, as well as adjustments to such actions as needed.

2.1.4 Biological Goal 4: To contribute to the survival and recovery of Covered Species in Santa Barbara County.

Biological Objective 4: Set-aside a contiguous block of known breeding and adjacent upland habitat that will provide year-round habitat requirements of CTS and CRLF.

Management Action: Include 132.83 acres of habitat in the Conservation Easement.

The Conservation Easement Area includes known breeding habitat and upland habitat for both CTS and CRLF. When mapped in 2008, the existing aquatic habitat (GUAD-3) was

1.88 acres in size. At maximum capacity, the pool may exceed 2 acres. The conservation of breeding and upland habitat will benefit both Covered Species.

A second pool (in addition to GUAD-3) will be created within the Conservation Easement. The new pool will be situated at the location of an existing topographic depression as shown in Figure 2 ("Proposed Pool Creation"). The feature will be enlarged to increase capacity and extend its hydro-period.

It should be noted that the intent of this Management Plan is to support the HCP and the Section 10(a) (federal) endangered species permit. If any discrepancies between this Management Plan and the conditions of the HCP and permits exist, the HCP and permits supersede the Management Plan stipulations.

2.2 PROHIBITED ACTIVITIES

This section describes the restrictions on land use practices and activities that can take place in the Conservation Easement. The Conservation Easement also defines prohibited activities that may include, but are not limited to, those defined here. It is understood that the following activities are prohibited, except as needed to accomplish the above-mentioned management and maintenance activities or as described below. Additionally, if any of these activities must be undertaken due to special circumstances, they may be reviewed and approved by the USFWS on a case-by-case basis.

2.2.1 Use of Herbicides, Rodenticides, and Fungicides

There shall be no use of any; herbicides, rodenticides, fungicides, or other pesticides or chemical agents used to kill or suppress plants, animals, or fungi in the Conservation Easement, unless otherwise approved by USFWS for control of noxious weeds.

2.2.2 Motor Vehicle Use

No motorized vehicles shall be ridden, brought, used, or permitted on any portion of the Conservation Easement, except for:

- Routine or emergency District operation and maintenance activities, including irrigation;
- Conservation Easement management actions;
- Management of the ongoing livestock grazing program; and
- Emergency or law enforcement situations requiring access by medical, fire or law enforcement vehicles.

2.2.3 Cultivated Agricultural Uses

No part of the Conservation Easement shall be used for row crops or dryland farming. The only agricultural uses shall be a continuation of irrigated and dry rangeland for livestock grazing.

2.2.4 Recreational Activities

Activities including, but not limited to, biking and off-road vehicle use for recreational purposes are prohibited.

2.2.5 Commercial and Industrial Uses

There shall be no commercial or industrial uses of the Conservation Easement

2.2.6 Subdivision

No legal or *de facto* division, subdivision or partitioning of the Conservation Easement will be allowed.

2.2.7 Construction

No construction, reconstruction or placement of any building, billboard, sign, structure, or other improvement shall be allowed in the Conservation Easement with the exception of: facilities necessary to the operation of the livestock operation or District operations. The latter would need to be authorized by the USFWS.

2.2.8 Burning and Dumping

No burning or dumping of soil, rubbish, garbage or any other wastes or fill materials shall be allowed in the Conservation Easement.

2.2.9 Non-native Plant or Animal Introduction

No introduction of non-native or exotic plant or animal species shall be allowed in the Conservation Easement. Cattle used for grazing purposes are allowed.

2.2.10 Mineral Recovery

No removal of mineral resources on or below the surface of the ground or granting or authorizing any surface entry for access to mineral resources shall be allowed in the Conservation Easement.

2.2.11 Topographical Alterations

No modification of the topography within in the Conservation Easement is allowed. Altering the surface or general topography of the Conservation Easement including building roads, paving, changes to existing drainage patterns, or otherwise covering the Conservation Easement with concrete, asphalt, or any other impervious material is prohibited. Maintenance and repair of existing roads within the Conservation Easement is permitted.

2.2.12 Destruction of Small Mammal Burrows

There shall be no intentional destruction of small mammal burrows in the Conservation Easement, including those made by California ground squirrels and Botta's pocket

gophers. Such burrows are valuable to CTS and CRLF as upland refuge sites during non-breeding times of the year.

2.2.13 Vegetation Removal

No killing, removal, or alteration of any existing native vegetation shall be allowed in the Conservation Easement, except as required for maintenance of existing roads or as approved by USFWS for control of noxious weeds.

2.2.14 Alteration of Naturally Occurring Bodies of Water

No alteration or manipulation of the Reservoir Pool or other seasonal pool in the Conservation Easement shall be allowed, except to enhance breeding habitat for Covered Species, as authorized by the USFWS.

2.2.15 Mineral and Water Rights Transfer

No transfer or abandonment of any mineral or water rights necessary to protect the conservation values of the Conservation Easement shall be allowed.

2.3 MANAGEMENT PERSONNEL

The following outlines the roles and responsibilities of the: (1) parties that entered into the Conservation Easement; and (2) District. Collectively, these parties are responsible for the implementation of this Management Plan. The parties that entered into the Conservation Easement are the landowner/ (District) and the resource agency (USFWS). The District will also serve as the Management Entity.

General oversight and long-term management is the responsibility of District. The District will work with the USFWS and a Monitoring Biologist to oversee, monitor, and coordinate management and maintenance activities. The above-referenced parties will work together as a team to manage the Conservation Easement by exchanging information, problem-solving, and generally having a pro-active relationship. The roles and responsibilities of District, USFWS, and Monitoring Biologist are described below.

2.3.1 Responsibilities of Laguna County Sanitation District

The District will be responsible for managing the Conservation Easement and will act as the Management Entity for the Conservation Easement). As such, the District will have responsibility for ensuring management of the Conservation Easement pursuant to the Conservation Easement Management Plan. This Management Plan will be incorporated into the Conservation Easement. It will be the responsibility of the District to provide annual reports to USFWS. The District will retain a Monitoring Biologist who will perform periodic surveys to assess the condition of the Conservation Easement relative to habitat viability for CTS and CRLF. This information, with recommendations for adaptive management, will be provided in the annual report, as appropriate.

Funding for the perpetual management and care of the Conservation Easement will be provided through rate payer revenue planned in its annual grounds maintenance budget. Annual operations, maintenance, and replacement revenue to run the plant and other

facilities are derived from annual rate payer sewer charges and are billed on the tax roll. The costs for management of the Conservation Easement will be a component of the overall charge assessed to District customers.

The District's responsibilities include but are not limited to overseeing or completing the tasks below. For tasks not directly conducted by District, such as biological monitoring and surveys, the District will be responsible for their coordination and execution.

- Maintaining fences, gates and signs.
- Analyzing monitoring data and coordinating with USFWS regarding any recommended remedial actions.
- Maintaining a log for the Conservation Easement. This log will contain a record of all activities, correspondence, and determinations regarding the Conservation Easement.
- Performing general inspections of the Conservation Easement, as required by this Management Plan.
- Coordinating all baseline biological monitoring as required by this Management Plan.
- Coordinating biological surveys to be conducted by the Monitoring Biologist.
- Monitoring the effects of grazing on habitat for Covered Species.
- Arranging for any corrective action (such as erosion control, non-native plant or animal control, etc.) necessary to ensure the performance of the habitat within the Conservation Easement, as required by this Management Plan.
- Evaluating the effects of grazing and spray irrigation on habitat for the Covered Species through annual survey.
- Management and monitoring of spray irrigation on pasture lands.

2.3.2 Responsibilities of U.S. Fish and Wildlife Service

As a party to the Conservation Easement, USFWS will have the following responsibilities regarding the Conservation Easement:

- Review annual reports.
- Provide recommendations and advice regarding revisions to management actions, as appropriate.
- Adherence to other responsibilities and assurances included in the HCP and Implementing Agreement.

2.3.3 Monitoring Biologist

The District shall retain a professional biologist ("Monitoring Biologist") to conduct specialized tasks. The Monitoring Biologist may be a qualified staff member or contractor to the District. The Monitoring Biologist shall be familiar with California flora and fauna, and have detailed knowledge of CTS and CRLF, including their ecology

and habitat requirements. The Monitoring Biologist shall have a valid Section 10(a)(1)a permit to sample for CTS and CRLF if surveys or monitoring will include handling of adult or larval animals. Responsibilities of the Monitoring Biologist might include handling of Covered Species, as well as the responsibilities listed below.

Duties of the Monitoring Biologist may include but are not limited to:

- Monitoring habitat suitability of Conservation Easement for CTS and CRLF;
- Monitoring for erosion,
- Conducting annual surveys, collecting data on the Conservation Easement, and preparing reports required by this Management Plan,
- Evaluating conditions on the Conservation Easement and recommending remedial actions, as appropriate, to District,
- Identifying adaptive management activities to the District, and
- Evaluating the presence of non-native plant and animals and making management recommendations, as necessary, to the District.

If the landowner or Management Entity changes, the outgoing and incoming personnel will tour the Conservation Easement together and the former will advise the latter of trends, problem areas, and any administrative issues that require attention.

2.4 ADAPTIVE MANAGEMENT

The U.S. Department of Interior defines “Adaptive Management” as “...an iterative learning process that produces improved understanding and management over time.” It is a process that involves the use of monitoring data and other new information to revise and refine the Management Plan. It is designed to reduce the amount of uncertainty involved in management planning and decisions. On a regular basis, management techniques are evaluated in consideration of identified goals and objectives. Management techniques may then be revised or augmented if necessary, as determined through this process of review and evaluation.

Adaptive management is the process that will allow this Management Plan to be adjusted during the life of the HCP Permit to ensure that the most current information is being used in making management decisions. It also provides a means for ensuring that the biological goals and objectives of this Management Plan and the Conservation Easement are being met.

This Management Plan has been prepared in good faith, incorporating the most current field-verified methods. Future developments in habitat and species management may affect how the goals of the Plan are met and Adaptive Management techniques will be used to incorporate new management methodologies. This will be done by using feedback loops to incorporate results of monitoring into decision-making regarding revisions to future management techniques. Adaptive Management is a component of HCPs that is required by the Five-point Policy (USFWS and NMFS 2000). Adaptive Management strategy described in this Plan will ensure that the biological goals and

objectives of the Management Plan and the Conservation Easement are met using the best available information.

It is essential that monitoring results be utilized to change management techniques in this Management Plan. Such changes will be necessary through the life of the HCP Permit to ensure that goals and objectives are achieved. Revisions to this Management Plan may be necessary in response to:

1. Knowledge or discovery of new management techniques.
2. Determination that initial management techniques are ineffective.
3. New information about CTS and CRLF distribution in the Conservation Easement.
4. The need to refine management techniques after they have been put into practice and results evaluated.

The items described above could result in the need for new approaches, strategies, or other measures that would be incorporated into this Management Plan and/or the Conservation Easement.

The process of incorporating new information into this Management Plan, the Conservation Easement, and/or the HCP may be accomplished through various means, including:

1. *Annual reports prepared by the Monitoring Biologist working with District.* The annual reports will present monitoring results, as well as recommended changes to management practices based on those results.
2. *Annual meetings between the Monitoring Biologist and the District.* Results of annual or follow-up surveys may indicate the need to effect changes in land use, maintenance, or management practices. Such changes can be developed jointly through an annual meeting, if survey results warrant such discussions.
3. *Contributions from USFWS.* As part of the agency review of annual reports, it is expected that USFWS may have suggestions and recommendations that might improve the management of the Conservation Easement. Such suggestions and recommendations will be reviewed for inclusion into this Management Plan.

Note that substantial changes to this Management Plan may be beyond the scope of the Adaptive Management process and may require amending the Conservation Easement, Incidental Take Permits and/or Implementing Agreement.

2.5 MANAGEMENT AND MAINTENANCE ACTIVITIES

This section describes management and maintenance activities that are allowed within the Conservation Easement. *Management activities* are actions implemented to maintain habitat quality necessary for the Covered Species. These activities may include routine management, as well as "corrective actions" (such as the control of newly detected non-native species). The activities, described in Sections 2.5.1 through 2.5.4, will be conducted by the Monitoring Biologist, as directed by the District. New management

actions developed to address a specific issue not encompassed by this plan will be reviewed and approved by USFWS prior to implementation.

Maintenance activities are those that support the permitted land uses in the Conservation Easement, primarily livestock grazing and spray irrigation. These activities will be the responsibility of District and are described below in Section 2.6.

2.5.1 Management of Seasonal Pool Habitat for Covered Species

Objectives

The objective of the management activities for seasonal pool habitat is to provide suitable aquatic breeding habitat within the Conservation Easement for CTS and CRLF. Specific goals of seasonal pool habitat management include:

1. Annual pool surveys to determine if breeding of CTS and/or CRLF has occurred.
2. Maintenance of Reservoir Pool basin morphology to allow the pool to continue to hold surface water for at least 12 weeks during normal rainfall years.
3. Creation and management of a second breeding pool for Covered Species.
4. Monitoring of the effects of livestock grazing on seasonal pools.

Strategies

The management strategies to be used to achieve the overall objective and specific goals described above involve monitoring, and as necessary, active management. The strategies for each specific goal are presented below.

1. Annual aquatic surveys for larval CTS and CRLF will be conducted each spring. Surveys will be timed to coincide with anticipated peak of breeding activity, in consideration of the amount and timing of precipitation received.
2. Evidence of soil erosion or sedimentation of aquatic breeding habitat will be recorded during the annual survey. Active management actions will be developed, as necessary, such as erosion control up-gradient of the Reservoir Pool. Removal of accumulated sediments, if determined necessary, will be done between September 1 and November 1 to avoid the breeding season for amphibians.
3. The Reservoir Pool and any other pool with the potential to be used as breeding habitat by the Covered Species will be examined for evidence of compaction, damage to vegetation, or other adverse effects by cattle. If adverse effects to the pools' basins due to cattle trampling are noted, management actions will be developed and implemented. Such actions may include installation of fencing within or around the affected pools to exclude cattle. Fencing would be installed to exclude cattle from the pools or portions of the pools, but allow passage by amphibians.
4. Seasonal hydrology will be maintained such that pools are allowed to dry each year to prevent establishment and breeding by non-native fish, amphibians, and invertebrates. Ponds will not be pumped dry unless undesirable species are detected during periodic field surveys. The nine man-made storage ponds

in the western portion of the Plan Area (GUAD-9) will be managed in a similar manner to prevent breeding by non-native predatory species (i.e. drained or allowed to dry at least once each year).

5. An existing service road will be re-routed such that the portion adjacent to GUAD-3 can be abandoned and allowed to revegetate. This will help to arrest sediment transport to the pond from the adjacent stockpile will allow an existing sediment control (silt fence) to be removed. The silt fence is a possible impediment to CTS dispersal. The road realignment is shown in Figure 2.

2.5.2 Management of Upland Habitat for Covered Species

Objectives

The objective of management activities for upland habitats is to provide suitable upland habitat within the Conservation Easement for CTS and CRLF. Specific goals of the upland habitat management include:

1. Retention of open small mammal burrows that can be used as upland refugia by CTS and CRLF.
2. Prevention of loss or degradation of upland habitat.

Strategies

The management strategies to be used to achieve the overall objective and specific goals described above involve monitoring, and as necessary, active management. The strategies for each specific goal are presented below.

1. To minimize loss of small mammal burrows by collapse, cross-country travel by equipment and vehicles will be avoided to the extent possible. Rodenticides will not be used on the Conservation Easement. Small mammal burrows tend to lose their structural integrity within 18 months following abandonment. Ground squirrels and gophers are needed within the Conservation Easement to construct new burrows that can be used by the Covered Species. Annual monitoring will include an assessment of the relative number of small mammal burrows within the Conservation Easement.
2. Conversion of the irrigated pasture to more intensive uses, such as row crops, will not be allowed. The upland portions of the Conservation Easement will be reviewed annually for evidence of substantial erosion. If the results of the review indicate substantial loss of upland habitat due to erosion, an erosion control plan will be developed and implemented.
3. Effects of pasture irrigation will be assessed by comparing the density of small mammal burrows in irrigated vs. non-irrigated portions of the easement. Frequency and location of spray irrigation will be adjusted if a correlation between irrigation and burrow density is found. That portion of the easement with the highest density of ground squirrel burrows (slope above Orcutt/Solomon Creek) will not be subject to irrigation.

2.5.3 Management of Movement Corridors

Objectives

The objective for sustaining migration corridors is to provide viable means of dispersal within the Conservation Easement for CTS and CRLF to travel between upland refugia and aquatic breeding habitat. Specific goals of the upland habitat management include:

1. Minimization of potential vegetative barriers to movement between upland habitat and the Reservoir Pool.
2. Minimization of structural barriers to movement between upland habitat and the Reservoir Pool.

Strategies

The management strategies to be used to achieve the overall objective and specific goals described above involve monitoring, and as necessary, active management. The strategies for each specific goal are presented below.

1. Livestock grazing will be regulated to prevent overuse of upland habitat and degradation of aquatic breeding habitat. Grazing will also be used as a management tool to prevent accumulation of thatch and weeds that could impede amphibian migration and dispersal. The most common indicator used for rangeland management is Residual Dry Matter (RDM), or the amount of accumulated thatch present before the onset of fall rains. CTS and CRLF biologists have suggested that RDM is not the best means of determining suitability of grassland habitat for these species because it is measured only in the fall, which does not coincide with the seasonal peak of dispersal (Ford et al. 20013). Measurements of vegetation condition surrounding ponds and other habitat features (e.g. complexes of small mammal burrows) will be made during the spring survey, prior to the anticipated interval of juvenile dispersal. Vegetation height and density will be measured, as these are the parameters most likely to present obstructions to dispersal. Adjustments to the level or interval of livestock grazing (an increase in grazing pressure would likely result in less vegetative cover) would be the first preference in management, followed by a reduction in irrigation. No permanent structures that could pose barriers to CTS or CRLF movement will be installed within the Conservation Easement. Cultivation will not be allowed. If additional internal fencing (fencing inside the Conservation Easement, not fencing along the boundaries) will be raised at least four inches above the ground surface to enable amphibian passage

2.6 MAINTENANCE ACTIVITIES

The land within the Conservation Easement will continue to be spray-irrigated and used for livestock grazing. Maintenance activities described below will involve the management of those land uses, as well as actions in support of the Conservation Easement.

2.6.1 Livestock Grazing

The existing cattle grazing operation within the Conservation Easement will continue at the current stocking rate by the owner or owner's tenant. Surveys of the Reservoir Pool in 2003, 2006, and 2008 have indicated successful breeding by CTS and CRLF at this level of grazing (Drexhage 2003, 2006, 2008; SES 2009). According to the previous landowner, stocking rates in the recent past have been approximately 35 to 40 head per 100 acres (0.35 - 0.4 head per acre) on dry pasture (Ferrini 2009 personal communication). Stocking rates on adjacent, irrigated pasture owned by District have been 200 head on 263 acres (0.76 head per acre). These grazing rates will not be exceeded within the Conservation Easement and will be reduced if necessary, based on the results of information gathered during annual spring surveys, as described above. The District will be responsible for monitoring the grazing rates. Livestock management will require occasional access by vehicles for mending fences and moving animals between pastures.

2.6.2 Treated Effluent Disposal (Spray Irrigation)

The District may continue to use the Conservation Easement for disposal of tertiary treated effluent. Irrigation rates are expected to vary depending on effluent volume and availability of other pastures and other alternatives for disposal. The irrigation schedule and volume will not exceed historic rates documented since 2000. The potential effects of spray irrigation on small mammals and amphibians are discussed in Appendix D to the HCP (LCSD 2017).

Current rates of water disposal range from 3,900 gallons per day/acre to 4,300 gallons per day/acre. Irrigation rates vary seasonally, with the highest rates of application in summer and lowest application rates in winter. The pasture within the Conservation Easement was irrigated from 2001 to 2007, but has not been used for effluent disposal since.

Transport and relocation of irrigation pipe will require periodic access by vehicles and maintenance crews. Although existing access roads will be used to the extent possible, some off-road travel by a limited number of vehicles will be required within the Conservation Easement. District personnel will be instructed to avoid small mammal burrows while driving off-road in the Conservation Easement.

The effects of livestock grazing and pasture irrigation, including limited off-road vehicle travel necessary to deploy pipe will be monitored. Recommendations to alleviate these effects will be developed and implemented, as appropriate. They may include an increase or decrease in grazing intensity and adjustments to the frequency and specific location of spray irrigation.

2.6.3 Fencing and Signage

The intent of the Conservation Easement is to maintain the preserved habitat in perpetuity. Unapproved pedestrian and vehicle access to the Conservation Easement will be discouraged through fencing and signage. Most of the Conservation Easement is currently fenced to enclose cattle. Signage will also be installed on perimeter fencing. The signs will state that trespassing, hunting, and other unapproved uses of the land are prohibited. Signs will be in English and Spanish.

The District and/or the landowner will be responsible for the maintenance and replacement of the perimeter fencing and signage. Existing perimeter fences will be repaired and replaced as needed at or about their existing locations. Additional permanent fencing may be added or maintained for site maintenance purposes if impacts occur to breeding pools as the result of grazing.

Maintenance activities will include keeping gates locked to prevent unauthorized motor vehicle access. These gates will be used for allowing access to the Conservation Easement, including but not limited to access for maintenance vehicles and emergency access to the Conservation Easement.

2.6.4 Rodent Control

Ground squirrel and rodent control programs will be strictly prohibited within the Conservation Easement because ground squirrel and other rodent burrows provide upland refuge sites for CTS and CRLF.

2.6.5 Trash Removal

The District will periodically remove accumulations of trash and other unwanted debris from the Conservation Easement when necessary.

2.6.6 Recreational/Educational Activities

Recreational and educational activities will not be part of the management or maintenance of the Conservation Easement. No hiking, hunting, horseback riding, fishing, or other recreational activities will be allowed. Field trips and other educational activities are not anticipated. An exception will be conducting surveys of the pools as part of the annual monitoring described in Section 2.5.1 or other studies authorized by USFWS to gather additional data on CTS populations. Agency personnel and the Monitoring Biologist will be allowed to conduct surveys within the Conservation Easement.

2.7 MONITORING

The monitoring/inspections described below are to be carried out in perpetuity. As previously stated, the District shall serve as the Management Entity for the Conservation Easement. The District will retain a Monitoring Biologist to perform the biological surveys. Funds required for hiring a Monitoring Biologist will be provided by the District in its annual operating budget. The schedule of inspections for the Conservation Easement in all monitoring years is as follows:

- The District will conduct at least one General Inspection each year to assess the need for fence repair, replacement of signage, trash removal, and other general maintenance needs. The Monitoring Biologist will conduct one Biological Survey each year. The survey will be optimized to verify the quality and conditions of the habitat in the Conservation Easement and to assess the effects of grazing and irrigation on upland and aquatic habitats. The survey will be timed to coincide with CTS/CRLF larval development

(March through June) so that breeding within aquatic habitats can be ascertained.

- Follow-up surveys will be conducted by the Monitoring Biologist if necessary to evaluate seasonal effects of land use on Covered Species or to assess the efficacy of remedial actions recommended in Annual Reports.

Specific Biological Monitoring methods and schedule for CTS and CRLF and their habitats are described in detail in Section 2.7.3. The objective of the annual surveys will be to assess the condition of both aquatic and upland habitats. Survey results will be used to guide management decisions according to the adaptive management strategy described in Section 2.4 to ensure species presence and vegetation cover. Funds required for hiring the Monitoring Biologist would be provided through the District's annual operating budget.

2.7.1 Seasonal Pool Habitat

The Monitoring Biologist will conduct annual aquatic surveys for CTS and CRLF. Methods will include use of dip nets for capture and examination of larval amphibians. A qualitative assessment of the pool basin morphology, water quality, and vegetative characteristics will also be made. Monitoring will occur only in the seasonal pools that contain surface water for a period time sufficient for breeding by the Covered Species.

2.7.2 Upland Habitat

Upland habitat for CTS and CRLF will be qualitatively monitored through the use of the site by fossorial mammals (e.g., California ground squirrels) observed during annual monitoring efforts. The relative number of burrows observed will be noted, as well as the locations of the burrows in relation to seasonal pools, especially the Reservoir Pool.

Upland vegetation will be assessed. Common and characteristic species will be noted. The approximate height and density of the vegetation will be described, as well as the biologist's assessment about the suitability of the vegetation as upland habitat and movement corridor for the Covered Species. Results will be presented in the annual monitoring reports and recommendations will be made, if appropriate, regarding management of upland plant species Height and density. Livestock grazing and/or regulation of spray irrigation may be used to adjust the character of vegetation to facilitate amphibian dispersal.

2.7.3 Evaluation Criteria

If substantial changes are noted relative to conditions documented in previous annual surveys, recommendations for remedial action will be provided in the annual report. If necessary, existing management actions will be revised, or new actions developed using the adaptive management guidelines as described in Section 2.4.

2.7.4 General Inspections

The District will schedule the General Inspections at a frequency and duration that adequately verifies the integrity of the Conservation Easement. At minimum, these

inspections will be conducted annually. Inspections will concentrate on an evaluation of the following factors: erosion, fencing integrity, condition of signage, trash accumulation, evidence of unauthorized use by vehicles, and evidence of other unauthorized use, such as hunting. The entire perimeter of the Conservation Easement shall be surveyed, as well as meandering transects through the entirety of the Conservation Easement. An inspection report will be prepared upon the completion of the General Inspection survey. Previous inspection reports will be reviewed before each visit to better identify potential or recurring problem areas. If maintenance issues or violations are identified, more frequent inspections will be done to identify if the problem is a recurring issue and whether remedial actions are effective. Evaluation and corrective actions for each factor are described below:

Erosion

If it is determined during the inspection that drainage is causing any erosion or other adverse effects on either the seasonal pool habitat or upland habitat within the Conservation Easement, standard erosion control measures will immediately be implemented. If the extent of the erosion is greater than what can be controlled with standard erosion control measures, USFWS will be notified and a qualified erosion control specialist will be consulted.

Fencing and Signage

The condition of the fencing and signage on the Conservation Easement will be checked during the General Inspection. The District will be responsible for maintaining the fencing and signage on the perimeter of the Conservation Easement.

Unauthorized Motor Vehicle Use

The perimeter and interior of the Conservation Easement will be inspected for evidence of unauthorized motor vehicle use/access. If necessary, corrective actions such as repairing locks and gates will be taken.

Other Unauthorized Uses

The perimeter and interior of the Conservation Easement will also be inspected for evidence of other unauthorized uses. Representatives of the Management Entity will search for items such as discarded trash. Finding such evidence may indicate the need to review the integrity of the fencing and gates, install additional signs prohibiting entry to the Conservation Easement, or periodically patrol the perimeter of the Conservation Easement.

2.7.5 Annual Biological Survey

Annual biological surveys by the Monitoring Biologist will help ensure the long-term integrity of the seasonal pool and upland habitats. These surveys will generally consist of walking meandering transects through the Conservation Easement to gather qualitative information on the status of upland habitat values and species presence on the site. Quantitative assessment of vegetation height and density and estimates of small mammal burrow density in irrigated vs. non-irrigated portions of the Conservation Easement will also be made. Aquatic sampling will be conducted to determine if breeding by Covered Species has occurred. This information will be used to assist in determining if the long-

term integrity of seasonal pool and upland habitat values are being maintained. Surveys will be used to evaluate presence of newly introduced non-native species. Results of the annual surveys will be presented to the USFWS in the annual report.

2.7.6 Conservation Easement Monitoring [General Inspection]

The District is responsible for conducting one monitoring visit each year to monitor compliance with the terms of the Conservation Easement. A report documenting their findings will be submitted to the District, and USFWS. If any easement restriction is deemed non-compliant (i.e., if there is a violation of an easement requirement), the District will immediately contact USFWS.

2.7.7 Agency Monitoring and Inspections

USFWS may inspect and monitor the condition of the Conservation Easement at any time. However, unless an emergency exists, 48-hour prior notice to the District will normally be given.

2.8 FUNDING

The annual cost of monitoring and management described in this Management Plan will be funded through the District's annual operating budget. The revenue for the annual budget is derived from service charges collected from District customers. The annual amount will be included in the budgeted amounts for property and grounds maintenance.

The amount of the annual Conservation Easement maintenance budget will be based upon the costs necessary to manage the Conservation Easement as estimated by calculation of the actual costs of each management and maintenance task. The annual budget to manage the Conservation Easement shall remain as a permanent fixture to the District's annual budget to manage the Conservation Easement consistent with this Management Plan and the Conservation Easement. The District may use the amount budgeted to pay any costs and expenses reasonably incurred through the monitoring, maintenance, or long-term management, including, without limitation, contracts, equipment or materials, and signage related to the management of the Conservation Easement and consistent with the Management Plan.

Anticipated annual costs for monitoring and reporting are summarized in Appendix A.

The fiscal and management obligations described in this Management Plan, and the obligations under the Conservation Easement shall continue in perpetuity as a covenant running with the land.

3.0 3.REPORTING REQUIREMENTS

3.1 ANNUAL MONITORING REPORTS

The District and the Monitoring Biologist will be responsible for preparing and submitting an Annual Report to USFWS, by December 31 in perpetuity. The report will include information gathered through General Inspections performed by the Management

Entity and Annual Biological Surveys conducted by the Monitoring Biologist. The Annual Monitoring Reports will include, at minimum:

- Overall condition of the Conservation Easement;
- A map of the Conservation Easement ;
- Photos documenting the status of the Conservation Easement;
- A description of management and maintenance activities conducted over the past year;
- Adaptive management needs, if any;
- A description of management and maintenance activities proposed for the next year;
- Results of the Annual Biological Survey, including quantitative assessment of upland and aquatic habitats as described above; and
- Economic reports of income and expenditure.

The District will prepare the Annual Reports and will also be responsible for coordination with USFWS.

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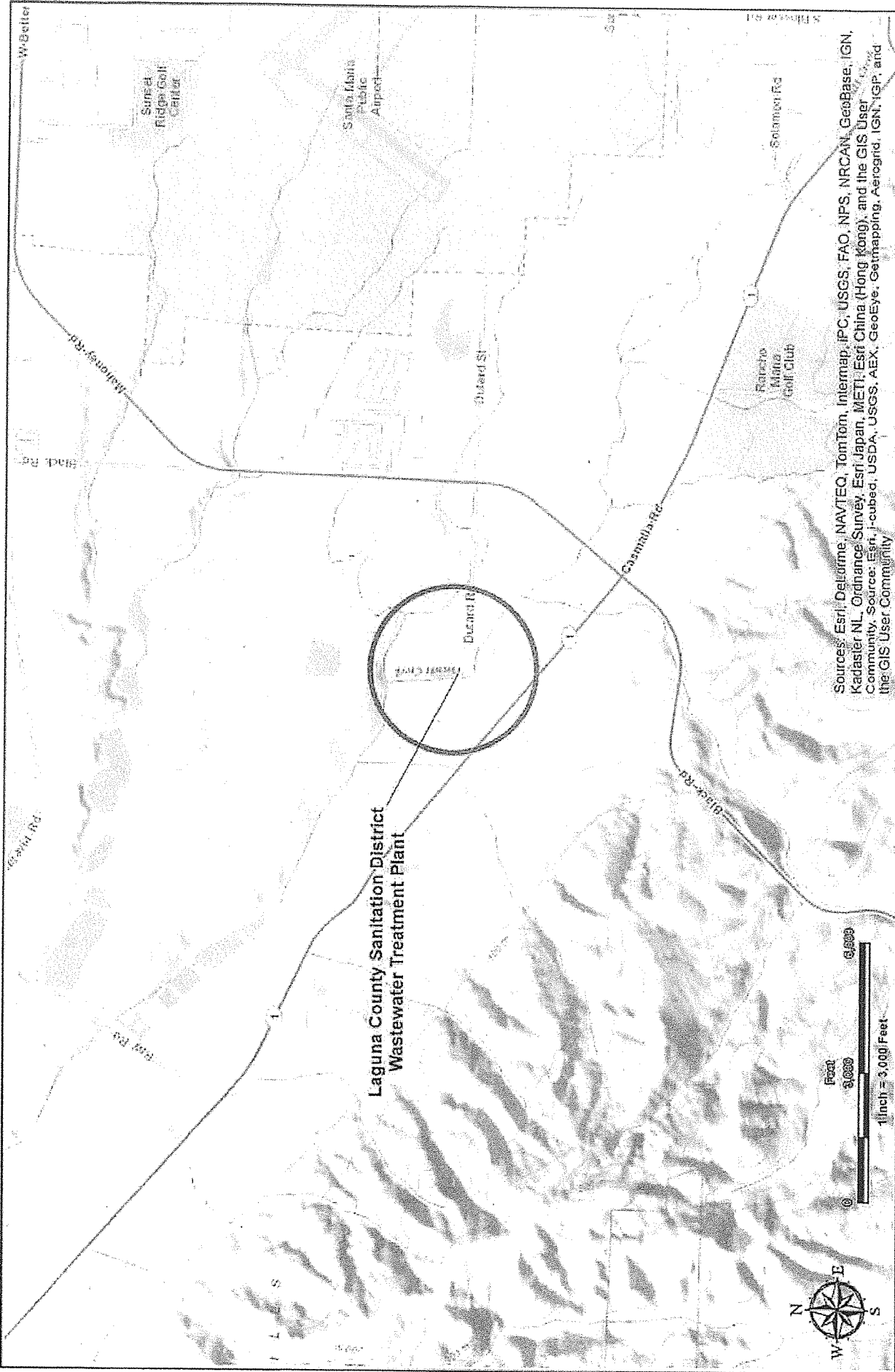
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4.1 PERSONAL COMMUNICATIONS

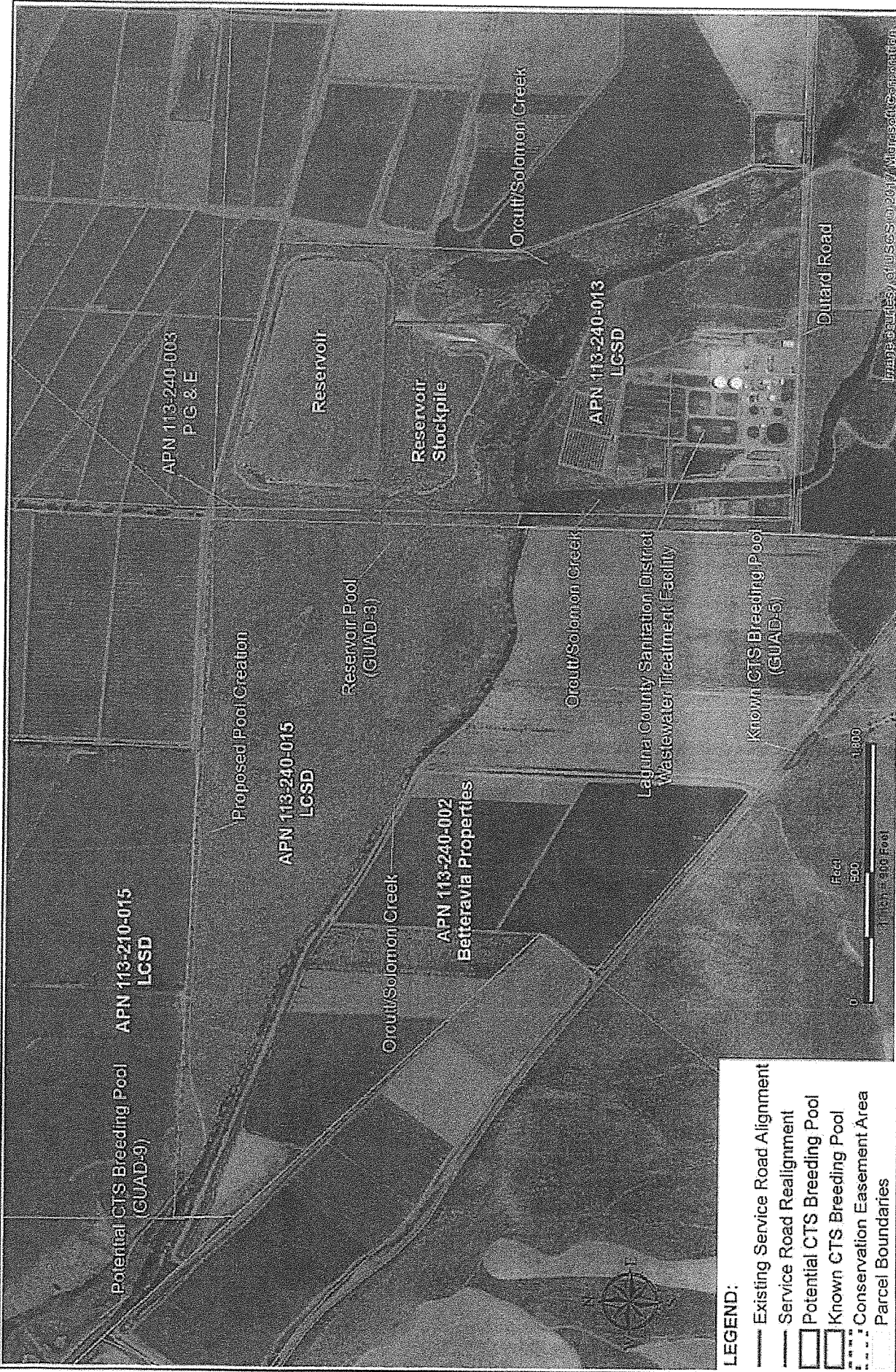
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FIGURES



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iPC, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community. Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Earthstar, Aerotrigrid, IGN, IGP, and the GIS User Community

<p>Terra Solutions 1241 Johnson Avenue, #307 San Luis Obispo, CA, 93401 (805) 782-0969</p>		<p>2565 Puesta del Sol #3 Santa Barbara, CA, 93105 (805) 682-2065 storrer.john@verizon.net</p>	<p>Vicinity Map Laguna County Sanitation District Wastewater Treatment Plant Habitat Conservation Plan</p>	<p>Figure 1</p>	<p>March 7, 2014</p>
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Map prepared by Storrer & Associates, Inc. © 2017. All rights reserved.

<p>Terra Solutions 777 Mutsuhito Avenue San Luis Obispo, CA 93401 (805) 752-0669</p>	<p>STORRER & ASSOCIATES ENVIRONMENTAL ENGINEERS 2565 Puesta del Sol #3 Santa Barbara, CA 93105 (805) 682-2665 storrer.john@verizon.net</p>	<p>Laguna County Sanitation District Proposed Conservation Easement Area</p>
<p>Figure 2</p>		<p>February 6, 2017</p>

**APPENDIX A
ANNUAL BUDGET FOR MONITORING AND REPORTING**

It is estimated that the annual monitoring and reporting described will cost approximately \$6,000.00 (2017 dollars). This includes a contingency for a half-day follow-up review and is based on the estimated hours and rates for qualified biologists to perform the following:

- Sampling of CTS/CRLF breeding pool.
- Assessment of upland habitat (presence of small mammal burrows, condition of vegetation).
- Assessment of land use on endangered species habitat, including livestock grazing and spray irrigation.
- Preparation of written report describing survey results and providing recommendations regarding upland and/or aquatic habitats as appropriate.

This amount will be included in the annual O&M Laguna County Sanitation budget as included with other costs it already incurs for grounds maintenance.