

NATURAL COMMUNITY CONSERVATION PLANNING
COASTAL SAGE SCRUB PROJECT

ENROLLMENT AGREEMENT

This is an agreement between The Environmental Trust, Inc. (Trust) and the California department of Fish and Game (Department) to enroll the property described in the conservation easement granted by the Missionary Foundation, Inc. (Foundation) to the Trust, December 23, 1994, attached as Exhibit 1, and recorded with the Office of the Riverside County Recorder January 10, 1995, in the Natural Community Conservation Planning/Coastal Sage Scrub (NCCP/CSS) project.

The boundaries of the property enrolled in the NCCP/CSS project are shown in Attachment 1 to Exhibit A of Exhibit 1 herein. The property is comprised of portions of the several parcels in Riverside County described as follows:

In Township 8 South, Range 1 East, San Bernardino Base and Meridian: The south half of Section 8, Parcel N. 581-120-006-3; the north half of Section 17, Parcel Nos. 581-170-006-8, 581-170-00-3 and 588-118-0009-2; the south quarter of Section 9, Parcel No. 581-070-005-8; and the northwest quarter of Section 16 Parcel No. 581-190-001-5; according to the official plat(s) thereof.

Vegetation on the far eastern portion of property identified as "additional acreage" on Attachment 1 is coastal sage scrub. Coastal sage scrub will be allowed to grow on other portions of the property, such as the southernmost banks of the new by-pass channel.

The NCCP/CSS project is a voluntary program and a collaborative effort with local governments and landowner sponsored by the California Resources Agency and its Department, with the cooperation of the U.S. Fish and Wildlife Service (Service). The NCCP/CSS project will focus on coastal sage scrub habitat and three target species within it. The Natural Community Conservation Planning Act's goal is to conserve long-term, viable populations of the State's native and animal and plant species, and their habitats, in landscape units large enough to ensure their continued existence while allowing compatible and appropriate development and growth, as set forth in Section 2800 et. seq. of the California Fish and Game Code (the Natural Community Conservation Planning Act of 1991).

The Trust, in enrolling the property over which it has a conservation easement in perpetuity in the NCCP/CSS project, agrees and/or certifies that:

1. No activity will occur on the enrolled property that would cause disturbance of coastal sage scrub vegetation or taking of habitat that is important for long-term conservation, except that aggregate mining and related activities will be permitted pursuant to Riverside County Surface Mining Permit No. 185.
2. Surveys have been conducted for federal and state listed endangered and threatened species using approved protocol and the results have been provided the Department and the Service in an approved format.

3. New Owl Rock Products (NORP), the permittee of Riverside County Surface Mining Permit No. 185, has submitted for approval a California Endangered Species Act Memorandum of Understanding and California Endangered Species Act Management Authorization to mitigate impacts to species listed by the Department caused by the aggregate mining and related activities.
4. NORP has received a Section 404 Permit from the U.S. Army Corps of Engineers (94-00302-ES), attached as Exhibit 2, the conditions of which include complying with the conditions of the Service in its "no jeopardy" Biological Opinion dated September 27, 1994, which, in part, indicates that impacts to federal listed endangered and threatened species are mitigated with the creation of the conservation easement.
5. The Trust, at the appropriate time at no cost to the Trust, Foundation or NORP, agrees to join in a planning agreement leading to preparation of a Natural Community Conservation Planning (NCCP) plan encouraged by Section 2800 et. seq. of the California Fish and Game Code. The purpose of the planning agreement is to achieve the following objectives:
 - a. Reconcile potential conflicts between the conservation of coastal sage scrub habitat, and planned development or other actions that could impair long-term habitat functions.
 - b. Help coordinate the NCCP program with provisions of federal and state law, such as the critical habitat, habitat conservation, and recovery plan requirements, as applicable.
 - c. Provide for the review of the NCCP plan pursuant to the program environmental impact report provisions of California Environmental Quality Act to define programmatic impact assessment, alternatives analysis, and mitigation measures for future individual projects or actions within the NCCP plan area with regard to potential impacts on coastal sage habitat and associated species.
 - d. Provide assurance against additional mitigation requirements being imposed for the target species except upon showing of significant unforeseen circumstances.
 - e. Establish procedures for incidental take permits to become applicable if any target species designated in the NCCP Plan later becomes a listed species.
 - f. Conserve long term viable coastal sage scrub habitat and designated species, in landscape units large enough to assure their continued existence.
 - g. Establish procedures for coordinating public and private NCCP/CSS project efforts, plan preparation and review, and implementation of the plan.
6. The collaborative planning begins on the date of the enrollment. The planning period terminates upon approval of an NCCP.

7. The Trust may terminate its obligations under the agreement 30 days after notifying the Department in writing.

The Department may terminate its obligation with the Trust if it, NCCP or the Foundation fail to comply with the provisions of this enrollment process. In the event that the Department proposes to terminate this obligation, the Department will provide the Trust, NCCP and Foundation with written notice of the alleged defaults in the enrollee's compliance with the enrollment agreement and will establish a reasonable time to cure any such alleged default.

AUTHORIZED SIGNATURES:

Don Hunsaker II
Signature

Larry Eng
Signature

DON HUNSAKER II, PRESIDENT
Printed Name and Title

Larry Eng, NCCP Program Manager
Printed Name and Title

The Environmental Trust, Inc.
10981 San Diego Mission Road
Suite 245
San Diego, CA 92108-2448

California Department of Fish and Game
1416 9th Street
Sacramento, CA 95814

JANUARY 25, 1995
Date

Jan. 26, 1995
Date

By Signature of their respective agents, NORP and the Foundation acknowledge this enrollment and agree to its terms.

[Signature]
Signature
MIT KJELSTROM Dir, RD
Printed Name and Title

Anthony W. Lewis
Signature
Anthony W. Lewis
Printed Name and Title

New Owl Rock Products
5435 Peck Road
Arcadia, CA 91006
1/30/95
Date

Missionary Foundation, Inc.
1625 Tonia Court
Riverside, CA 92506
1/27/95
Date