SAFE HARBOR AGREEMENT

**FOR CALIFORNIA RED-LEGGED FROG (*Rana draytonii*),
CALIFORNIA TIGER SALAMANDER (*Ambystoma californiense*),
SMITH'S BLUE BUTTERFLY (*Euphilotes enoptes smithi*), AND
YADON'S PIPERIA (*Piperia yadonii*), AT PALO CORONA REGIONAL PARK,
MONTEREY COUNTY, CALIFORNIA**

Prepared by

Monterey Peninsula Regional Park District

and

U.S. Fish and Wildlife Service,
Ventura Fish and Wildlife Office

December 2011

TABLE OF CONTENTS

1.0 INTRODUCTION 1
2.0 SPECIES COVERED BY THIS AGREEMENT 2
3.0 DESCRIPTION OF ENROLLED PROPERTY 5
4.0 BASELINE DETERMINATION 16
4.1 California Red-legged Frog 16
4.2 California Tiger Salamander 17
4.3 Smith's Blue Butterfly 18
4.4 Yadon's Piperia 18
5.0 MANAGEMENT ACTIVITIES 19
6.0 INCIDENTAL TAKE OF COVERED SPECIES 26
7.0 NET CONSERVATION BENEFIT 30
8.0 RESPONSIBILITIES OF THE PARTIES 32
9.0 AGREEMENT AND PERMIT DURATION 35
10.0 ASSURANCES TO THE DISTRICT REGARDING TAKE OF COVERED SPECIES. 36
11.0 MODIFICATIONS 36
12.0 OTHER MEASURES 37
LITERATURE CITED 40
Figure 1. Palo Corona Regional Park 42
Figure 2. Suitable Habitat Occupied by California red-legged frog 43
Figure 3. Suitable Habitat Occupied by California tiger salamander 44
Figure 4. Suitable Habitat Occupied by Smith's blue butterfly 45
Figure 5. Suitable Habitat Occupied by Yadon's piperia 46
Attachment 1. 47

SAFE HARBOR AGREEMENT
PALO CORONA REGIONAL PARK

1.0 INTRODUCTION

This safe harbor agreement (Agreement) is made and entered into as of December 2011, between the Monterey Peninsula Regional Park District (District), and the U.S. Department of the Interior, Fish and Wildlife Service (Service); hereafter collectively referred to as the "Parties" or singularly as "Party." The purpose of this Agreement is to create, restore, and enhance habitat for the federally threatened California red-legged frog (*Rana draytonii*), the federally and State threatened California tiger salamander (*Ambystoma californiense*), the federally endangered Smith's blue butterfly (*Euphilotes enoptes smithi*), and the federally endangered Yadon's piperia (*Piperia yadonii*), on lands owned and managed by the District. This Agreement follows the Service's safe harbor agreement policy (64 Federal Register (FR) 32717) and regulations (50 CFR 17.22(c) and 50 CFR 17.32(c)) and implements the intent of the Parties to follow the procedural and substantive requirements of section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended (Act).

Safe harbor agreements encourage voluntary conservation efforts by non-Federal landowners and provide them certainty that future property-use restrictions will not be imposed if those efforts attract covered species to their properties or result in increased numbers or distributions of covered species already present. In return for voluntary conservation commitments, the safe harbor agreement will extend assurances to the landowner that allows future alteration or modification of the enrolled lands back to pre-agreement conditions (Baseline). This cooperative effort provides landowners with a way to manage enrolled lands to support the conservation of listed species while conducting certain other land-use practices.

The District is a special district subdivision of the State of California under Public Resources Code 5500 et seq. The District was created by local voter initiative in 1972 with the purpose to acquire and protect open space and open space resource values for public benefit. Geographically, the District serves approximately 150,000 residences of the greater Monterey Peninsula, including the communities of Carmel Valley, Cachagua, Del Monte Forest, and Big Sur.

When signed, this Agreement will serve as the basis for the Service to issue the District an enhancement of survival permit under section 10(a)(1)(A) of the Act (Permit), for the incidental take of the species covered in this Agreement while conducting activities associated with the maintenance, enhancement, and restoration of habitat; ranching; and other covered activities, including the potential future return of any enrolled lands to the Baseline condition. The Permit will authorize the District to take individuals of covered species, and their progeny, that are introduced to the enrolled lands or have increased in numbers and/or distribution on those lands above the established Baseline conditions, as a result of these activities. The Parties expect that the maximum level of take authorized under this Agreement and the subsequent Permit will

never be realized. Permit issuance will not preclude the need for the District to abide by all other applicable Federal, State, and local laws and regulations.

2.0 SPECIES COVERED BY THIS AGREEMENT

This Agreement covers the California red-legged frog, California tiger salamander, and Smith's blue butterfly, which are collectively referred to in this document as the "Covered Species." Additionally, through issuance by the Service of an enhancement of survival permit, the District would be provided incidental take coverage for the Covered Species. The Act's take prohibitions generally do not apply to listed plant species on private property, and thus, the incidental take assurances provided under the safe harbor policy may not legally be necessary for listed plant species. However, the Service encourages non-Federal landowners to enter safe harbor agreements to restore and enhance habitat for listed plant species. Therefore, we are also including the Yadon's piperia in this Agreement to promote its conservation and recovery.

Each of the Covered Species and Yadon's piperia occur at Palo Corona Regional Park (Park). The California red-legged frog has the potential to be found in ponds, streams, wetlands and riparian habitats along the Central Coast of California, and the California tiger salamander has the potential to be found in wetland habitat along the Central Coast of California. Both, the California red-legged frog and California tiger salamander, can occur in upland habitat that is adjacent to these ponds, streams, wetlands and/or riparian habitats. The Smith's blue butterfly has the potential to occur in coastal dune, cliffside chaparral, coastal scrub, and coastal grassland habitats from the mouth of the Salinas River in Monterey County to San Carpoforo Creek in northern San Luis Obispo County. Yadon's piperia occurs in Monterey pine forest and maritime chaparral habitats, and is endemic to Monterey County.

Habitat for the California red-legged frog is described in Hayes and Jennings (1988) and the critical habitat rule for the California red-legged frog published on March 17, 2010 (75 FR 12815). Adult California red-legged frogs prefer dense, shrubby or emergent riparian vegetation closely associated with deep (greater than 2.3 feet), still, or slow-moving water (Hayes and Jennings 1988). However, California red-legged frogs also have been found in ephemeral creeks and drainages and in ponds that may or may not have riparian vegetation. Some California red-legged frogs have been found to remain in their breeding pond, while others disperse from their breeding habitat to forage and seek sheltering habitat. Habitat for the California red-legged frog consists of aquatic habitat, upland habitat, and/or dispersal habitat (75 FR 12815). The California red-legged frog requires aquatic habitat for breeding, such as any standing body of freshwater, including natural and manmade (e.g., stock) ponds, slow moving streams or pools within streams, and other ephemeral or permanent water bodies that typically become inundated during winter rains and hold water for a minimum of 20 weeks in all but the driest of years. Non-breeding aquatic habitat includes freshwater habitats that may or may not hold water long enough for the subspecies to hatch and complete its aquatic lifecycle but provides for shelter, foraging, predator avoidance, and aquatic dispersal habitat for juvenile and adult California red-legged frogs. This includes plunge pools within intermittent creeks, seeps, quiet water refugia

during high water flows, and springs of sufficient moisture to withstand the summer dry period. Upland habitat for the California red-legged frog includes those areas of variable distance from the edge of the riparian vegetation or drip-line surrounding aquatic habitat that provide for shelter, foraging, and predator avoidance. The upland features also maintain hydrologic, geographic, topographic, ecologic, and edaphic features that support the aquatic habitat. Dispersal habitat for the California red-legged frog includes accessible upland or riparian habitat between occupied locations that allows for movement between such sites. Dispersal habitat includes various natural habitats and altered habitats, such as agricultural fields, which do not contain barriers to dispersal. Dispersal distances are typically less than 0.5 mile, with a few individuals moving up to 1 to 2 miles (Fellers 2005). Movements are typically along riparian corridors, but some individuals, especially on rainy nights, move directly from one site to another through normally inhospitable habitats, such as heavily grazed pastures or oak-grassland savannas (Fellers 2005). Dispersing California red-legged frogs in northern Santa Cruz County traveled distances from 0.25 mile to more than 2 miles without apparent regard to topography, vegetation type, or riparian corridors (Bulger et al. 2003).

Habitat for the California tiger salamander is described in the critical habitat rule for the Central population published on August 23, 2005 (70 FR 49379), and includes aquatic habitat, upland habitat, and dispersal habitat. Aquatic habitat for the California tiger salamander is defined as standing bodies of freshwater (including natural and manmade (e.g., stock)) ponds, vernal pools, vernal pool complexes, and other ephemeral or permanent water bodies which typically support inundation during winter rains and hold water for a minimum of 12 weeks during the winter or spring in a year of average rainfall. Upland habitat for the California tiger salamander is defined as upland habitats adjacent and accessible to and from breeding ponds that contain the habitat elements that California tiger salamanders depend on for food, shelter, and protection from the elements and predation, such as small mammal burrows. Dispersal habitat for the California tiger salamander is defined as accessible upland dispersal habitat between occupied locations that allow for movement between such sites. Essential dispersal habitats provide connectivity among aquatic habitat and upland habitat, and/or connectivity between ponds within 0.7 mile of each other. Dispersal habitat must be free from barriers (e.g., a physical or biological feature that prevents individuals from dispersing beyond the feature), such as areas of steep topography devoid of soil or vegetation.

Habitat for the Smith's blue butterfly is described in the Smith's blue butterfly Recovery Plan (Service 1984) and the Smith's blue butterfly 5-Year Review (Service 2006). The occurrence of the Smith’s blue butterfly is dependent upon one of its host plant species, seacliff buckwheat (*Eriogonum parvifolium*) or coast buckwheat (*E. latifolium*). Seacliff buckwheat seedlings in grassland, scrub, and chaparral habitats depend upon disturbances, such as fire and erosion for the development of conditions favorable for germination and establishment. The quality of habitat can change quickly due to natural successional processes and non-native plants. The Smith's blue butterfly co-occurs with one host plant, or both, in coastal grassland, coastal dune, cliff-side chaparral, and coastal scrub habitats from the mouth of the Salinas River in Monterey County to San Carpoforo Creek in northern San Luis Obispo County. Smith's blue butterflies require their host buckwheat plants for all life stages. Adults feed on the nectar and deposit eggs

on the flowers. Larvae feed on the flowers and seeds and pupate on or beneath the plants. Pupae morph into adults for a single flight season from mid-June to early September, in synchrony with the peak flowering period of their host buckwheat plants. Eggs are oviposited in flower heads and larvae hatch in 4 to 8 days, transforming into pupae from mid-August to early September, and overwintering as pupae until emerging as adults for the next flight season. Individuals in all life stages of the Smith's blue butterfly are difficult to detect because of their small size and cryptic nature, especially those in the non-adult stages.

Habitat for Yadon's piperia is described in the Recovery Plan for Five Plants from Monterey County, California (Service 2004a) and the *Piperia yadonii* (Yadon's piperia) 5-Year Review (Service 2009). Yadon's piperia occurs in Monterey pine forest and maritime chaparral habitats, and is endemic to Monterey County. In Monterey pine forest habitat, the species grows through pine needle duff among sparse herbaceous vegetation and in filtered sun on soils with a shallow clay hard pan that becomes very dry during the flowering season. In maritime chaparral, the species grows on ridges beneath dwarfed Hooker's manzanita shrubs (*Arctostaphylos hookeri*) in shallow soils. The species does not seem to occur in areas where plant succession or other factors change the bare understory to become thick with poison oak (*Toxicodendron diversilobum*). Yadon's piperia grows in filtered sun on soils (sandy, podzolic, or decomposed granite when associated with Monterey pine and manzanitas) with a shallow clay hard pan that becomes very dry during the flowering season. However, these soils include cracks and tubes derived from root penetration that fill with clay and remain moist for long periods of time. Overall, the species favors a well-drained sandy soil substrate with podzolic conditions, areas that retain moisture during the rainy season but are not subject to inundation. Yadon's piperia can occur in some locations where disturbance has occurred previously (but that are not regularly affected by recreation, development, landscaping, etc.), such as abandoned dirt roads or cut slopes created by road construction. A decade or more after disturbance, the species colonizes trails and road banks if light and moisture regimes are favorable within suitable habitat. Germination of Yadon's piperia seeds likely involves a symbiotic relationship with a fungus. Yadon's piperia is pollinated primarily by nocturnal moths, and can also self-pollinate.

Population declines for the Covered Species and Yadon's piperia are due primarily to destruction and loss of habitat and negative effects from non-native species. Beneficial management activities, such as those described in this Agreement, will contribute to the recovery and conservation of the Covered Species and Yadon's piperia by maintaining, enhancing, and restoring habitat, controlling non-native species, and potentially expanding the range and distribution of the Covered Species and Yadon's piperia within the property subject to this Agreement (Enrolled Property).

3.0 DESCRIPTION OF ENROLLED PROPERTY

The Enrolled Property is owned by the District and managed by the District in collaboration with The Big Sur Land Trust and The Nature Conservancy. The Enrolled Property is Palo Corona Regional Park, located near the city of Carmel-by-the-Sea in Monterey County, California (see Figure 1). The Enrolled Property is located within unit MNT-2 of designated critical habitat for the California red-legged frog (75 FR 12815). The Enrolled Property is not located within designated critical habitat for the California tiger salamander. There is no designated critical habitat for the Smith's blue butterfly. The Enrolled Property is not located within designated critical habitat for Yadon's piperia.

The District has dedicated a portion of the Park as park and open space, and fully intends to dedicate the entire Park by 2013. This dedication requires the areas to be preserved as such in perpetuity, as passed and adopted by the District's Board of Directors on July 12, 2010, per Resolution #2010-15. Dedication includes a commitment to long-term conservation activities that maintain, restore, and enhance the populations and habitats of the Covered Species and Yadon's piperia.

Prior to ownership by the District, the area that is the Enrolled Property served as both a cattle ranch and as a dairy at varying periods. The area has been grazed, primarily by cattle, for over 100 years. Ongoing livestock grazing was recognized by a previous owner as an important component of the land management strategy to maintain the grasslands (Overtree 2001, as cited in McGraw 2007). The Big Sur Land Trust and The Nature Conservancy partnered with several state agencies to jointly purchase the land in 2002. In 2004, the land was transferred to the District and named Palo Corona Regional Park. As part of the District, the Enrolled Property is to be maintained for public benefit and enjoyment and managed to protect the natural character and community value in perpetuity with best management practices.

Public access to the Enrolled Property is currently limited to pedestrians who must receive a permit to enter. Additionally, access is restricted to certain areas within the Enrolled Property. Future access could include mountain biking, horseback riding, and hiking on established trails.

The Enrolled Property is approximately 4,300 acres and provides a unique area for conservation because of the large area dedicated to conservation, presence of several diverse ecological communities, and that it is near 13 other properties protected from development or with limited development areas (see Table 1).

Table 1. 13 Properties near Palo Corona Regional Park

Location name	Landowner
1. Coast Ranch	Big Sur Land Trust
2. Carmel River State Beach	California Department of Parks and Recreation
3. Hatton Canyon	California Department of Parks and Recreation
4. Point Lobos Ranch	California Department of Parks and Recreation
5. Point Lobos State Natural Reserve	California Department of Parks and Recreation
6. Marks Addition	California Department of Parks and Recreation
7. Monterey County Open Space	County of Monterey
8. Garrapata State Park	California Department of Parks and Recreation
9. Santa Lucia Conservancy	Santa Lucia Conservancy
10. Mittledorf Preserve	Big Sur Land Trust
11. Joshua Creek Canyon Ecological Reserve	California Department of Fish and Game
12. Glen Deven Ranch	Big Sur Land Trust
13. Ventana Wilderness	U.S. Forest Service

This Agreement focuses on conservation activities for the Covered Species and Yadon's piperia, which have potential to occur in the following communities that provide habitat for these listed species at the Enrolled Property: ponds and associated aquatic and upland habitats; coastal terrace prairie grasslands; and maritime chaparral. Additional communities within the Enrolled Property include streams and riparian corridors, redwood forest, coastal scrub, oak woodland, hardwood forest, and Monterey pine forest, as defined by McGraw (2007). These additional communities will not be discussed in detail because the activities related to this Agreement would not occur in such areas.

Steelhead (*Oncorhynchus mykiss*) could occur within certain streams located within the Enrolled Property. These streams occur within the range of the federally threatened South-Central California Coast Distinct Population Segment of steelhead, which is under the regulatory jurisdiction of the National Oceanic and Atmospheric Administration, National Marine Fisheries Service. The District supports conservation activities for steelhead at the Enrolled Property; however, this Agreement does not include nor cover any activities related to steelhead or its habitat. The District must work with the National Marine Fisheries Service, and any other applicable State or local agencies, for any activities that could affect steelhead and that would occur at the Enrolled Property where steelhead could be present or within potential steelhead habitat, such as replacement of stream crossings with bridges.

The following descriptions of habitat for Covered Species and presence of Covered Species at the Enrolled Property are based upon information from McGraw (2007), Hemingway and Doak (2005 and 2006), and Hemingway and D'Amore (2008).

The Enrolled Property contains 10 ponds. All of the ponds within the Enrolled Property were initially created as water sources for livestock. Submerged and emergent vegetation occurrence and density varies at the ponds depending on physical conditions and level of grazing. A description of these ponds can be found in Hemingway and Doak (2005 and 2006), and Hemingway and D'Amore (2008).

Many of these ponds provide aquatic habitat for California red-legged frogs and/or California tiger salamanders. California red-legged frogs have been observed in seven of these ponds, and California tiger salamanders have been observed in two of these ponds (Table 2). Evidence of California red-legged frog breeding has been observed in five ponds: Entrance Pond, River Pond, Animas Pond, Dead Pig Pond, and Salamander Pond. Evidence of California tiger salamander breeding has been observed in two ponds: Roadrunner Pond and Salamander Pond. The approximate size and maximum depth of these ponds are shown in Table 2. Additionally, Table 2 identifies the type of pond (seasonal or perennial), whether the pond is fenced, and whether Chytrid fungus (*Batrachochytrium dendrobatidis*) has been detected at the pond. Chytrid fungus is a water-borne fungus that is easily spread in aquatic habitats and has been identified as a threat to amphibian populations because of its link to mass amphibian mortalities in several countries, including the United States. Chytrid was detected from Pacific treefrogs (*Pseudacris regilla*) in Entrance Pond, and from California red-legged frogs in Dead Pig Pond and Salamander Pond (adults), and Animas Pond (larvae). Each pond that is occupied by California red-legged frogs and/or California tiger salamanders contains suitable habitat for the respective species.

Adjacent to each of the ponds that are occupied by California red-legged frogs and/or California tiger salamanders, upland habitat is present for the respective species. Below are descriptions of these upland habitats within the Enrolled Property. For purposes of this Agreement and these descriptions, the uplands associated with a particular pond for the California red-legged frog and/or California tiger salamander focuses on the area of upland habitat adjacent to that pond that extends 110 yards (100 meters) from the edge of the average high water mark of the pond, although either species could occur beyond this area. Because the property line between the Park and neighboring properties intersects some of these upland areas, only the upland area that occurs within the Enrolled Property is described in detail.

For purposes of this Agreement, the Entrance Pond Upland Area is 7.82 acres. Entrance Pond is fenced completely. The vegetation surrounding Entrance Pond is a mix of native and non-native plants. The center of Entrance Pond is densely vegetated with sedges (*Scirpus* spp.). The banks and uplands immediately adjacent to Entrance Pond are covered in grassland with rushes (*Juncus* spp.) occurring along the banks in a few patches. Further from the pond's edge, the uplands consist entirely of grassland. Terrain in the uplands immediately surrounding Entrance Pond is relatively flat until at least the fence line, and then gradually slopes uphill in all directions except to the west, which remains relatively flat. To the west of Entrance Pond, the property line is approximately 120 feet from the pond's edge, is oriented from north to south, and limits the uplands on the entire western side. A fuel break lies along the property line. Just beyond the

property line, outside the Park, is the heavily travelled California State Route 1. Within the Entrance Pond Upland Area, there are no barriers to dispersal within the Park; however, State Route 1 lies just beyond the property line, oriented from north to south, and is a dispersal barrier. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The Entrance Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations.

For purposes of this Agreement, the River Pond Upland Area is 7.63 acres. River Pond is fenced completely. The vegetation surrounding River Pond is a mix of native and non-native plants. River Pond is densely vegetated with willows (*Salix* spp.), rushes, and cattails (*Typha* sp.). The uplands immediately adjacent to River Pond, except to its north, are densely vegetated with willows and other riparian vegetation extending over 60 feet from the pond's edge. The uplands immediately adjacent to the north of River Pond are covered in woody debris and grassland. Further from the pond's edge, the uplands consist entirely of grassland until becoming oak woodland to the south and southwest. Terrain in the uplands immediately surrounding River Pond is relatively flat, for at least the first 100 feet, and then begins to slope uphill from the east to the southwest at varying distances and steepness. A single lane dirt road, oriented from north to south, bisects the uplands around River Pond on its eastern side coming within approximately 120 feet of the pond's edge at its closest point. The dirt road is travelled infrequently by District vehicles and is currently not used by hikers, bicyclists, and/or equestrians but may become used more frequently by them in the future. The property line follows the westerly edge of River Pond, is oriented from north to south, and bisects the uplands on the entire western side, except for the southern extent where the property line redirects to the northwest. Within the River Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The River Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation and woody debris provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations.

For purposes of this Agreement, the Boundary Pond Upland Area is 5.97 acres. A fence runs through Boundary Pond oriented from north to south, and it is fenced completely. The vegetation surrounding Boundary Pond is a mix of native and non-native plants. The bank on the southeastern side of Boundary Pond is eroded and lacks vegetation in the later part of the year, except for a few rushes. The shallows and banks of Boundary Pond are densely vegetated with sedges. Further from the pond's edge, the uplands consist of grassland, rushes, and sporadic chaparral. Extending still further from Boundary Pond, grasslands dominate within the remainder of the upland area, again with sporadic chaparral on the slopes. Within the uplands

approximately 120 feet to the northeast, a small drainage contains a narrow band of riparian woodland. Boundary Pond lies in a depression between sloping hillsides. Terrain in the uplands immediately surrounding Boundary Pond is flat for at least the first 100 feet and then gradually slopes uphill except to the south. To the south, the terrain begins to slope dramatically uphill approximately 30 feet from the pond's edge. The paved access road to the inholding in the northwest portion of the Park approaches and enters the Boundary Pond Upland Area from the north. After less than 100 feet, the road bends 90 degrees to the west and exits the upland area that occurs within the Park. This paved access road is travelled infrequently and only used by the family with the inholding. A pedestrian trail, oriented from east to west, bisects the uplands within a few feet of the pond. The trail is travelled infrequently by pedestrians. To the south of Boundary Pond, the property line is over 30 feet from the pond's edge. The property line is oriented from east southeast to west northwest direction, and bisects the uplands on the entire southern side. Within the Boundary Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The Boundary Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations.

For purposes of this Agreement, the Animas Pond Upland Area is 10.22 acres. Animas Pond is fenced completely. The vegetation surrounding Animas Pond is a mix of native and non-native plants. Animas Pond is very densely vegetated with various wetland species. The uplands immediately adjacent to Animas Pond are dense containing a mix of vegetation types; to the north is woodland shortly followed by grassland, to the east is woodland, and to the south is chaparral. To the west, a single lane dirt road sits on top of the levee that borders Animas Pond. The dirt road enters and exits the upland area solely on the western side of the pond. The dirt road is travelled infrequently by District vehicles and is currently not used by hikers, bicyclists, and/or equestrians but may become used more frequently by them in the future. A picnic table sits on the shoulder between Animas Pond and the road. Animas Pond lies in a drainage between two moderately sloping hillsides. Terrain in the uplands immediately adjacent to Animas Pond is relatively flat for less than 50 feet to the north and south at which point the terrain begins sloping uphill, and remains relatively flat to the east and west for the remainder of the upland area. Within the Animas Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The Animas Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations.

For purposes of this Agreement, the Dead Pig Pond Upland Area is 8.39 acres. Dead Pig Pond is

fenced completely. The vegetation surrounding Dead Pig Pond is a mix of native and non-native plants. The banks of Dead Pig Pond and immediate uplands consist of moderate to dense chaparral from the south, west, and northeast. The bank vegetation for the remainder consists of dense willows and rushes, and the immediate uplands beyond the bank vegetation consist of chaparral. Grassland occurs intermittently to the north and dominates to the east and northeast once 100 feet or more from Dead Pig Pond. Oak woodland is intermittent to the north, south, and west, with a band of oak woodland along the property line. Approximately 160 feet to the southwest of Dead Pig Pond, the property line is oriented from northwest to southeast, and bisects the upland area. Dead Pig Pond is the central point of a depression that occurs within a hillside terrace that slopes moderately from the northeast to the southwest. Terrain in the uplands immediately adjacent to Dead Pig Pond is relatively flat for only a few feet in any direction, then begins sloping uphill in all directions. Approximately 40 feet from the edge of Dead Pig Pond and to the southwest, the terrain begins sloping downhill, with the slope increasing toward and beyond the property line. A single lane dirt road enters the upland area from the south and proceeds north toward and past Dead Pig Pond; the road then bends eastward coming within approximately 30 feet of the pond and stays on the eastern side of the pond as it continues northeast until it exits the upland area. The dirt road is travelled infrequently by District vehicles and is currently not used by hikers, bicyclists, and/or equestrians but may become used more frequently by them in the future. Within the Dead Pig Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The Dead Pig Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations.

For purposes of this Agreement, the Roadrunner Pond Upland Area is 6.36 acres. Roadrunner Pond is fenced completely. The vegetation surrounding Roadrunner Pond is a mix of native and non-native plants. The banks of Roadrunner Pond are moderately vegetated with rushes although there are areas without vegetation. The immediate uplands consist of chaparral or are not vegetated. The remainder of the uplands consist of chaparral intermixed with areas of grassland. A dense layer of woody debris lies under the chaparral. Approximately 100 feet to the east of Roadrunner Pond, the property line comes to its closest point. Here the property line is oriented from north northwest to south southeast, and bisects the upland area to the east. Heading north along the property line, it angles approximately 45 degrees west and is oriented in a northwest to southeast direction. At this point, the property line bisects the upland area approximately 150 feet from the pond's northern edge. Roadrunner Pond is a depression in a flat area within a moderately sloped drainage, which slopes progressively more steeply from the northeast to the southwest, and occurs not far from the ridge top of a hillside terrace. The hillside terrace is also sloped moderately to steeply from the northeast to the southwest. Terrain in the uplands immediately adjacent to Roadrunner Pond is relatively flat along the road in both directions, but is only flat for a few feet to the northeast and southwest, which then begins sloping uphill and downhill, respectively, for the remainder of the upland area. A single lane dirt

road enters the upland area approximately 150 feet to the southeast of Roadrunner Pond and heads northwest to within a few feet of the pond's eastern edge. The road continues in this direction and then bends west a few feet from the pond's northern edge, and continues westward out of the upland area. The dirt road is travelled infrequently by District vehicles and is currently not used by hikers, bicyclists, and/or equestrians but may become used more frequently by them in the future. Within the Roadrunner Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc or conduct other actions that would reduce the quality of habitat within the upland area. The Roadrunner Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation and woody debris provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations. The Roadrunner Pond Upland Area is suitable habitat for the California tiger salamander because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation and woody debris provide shelter and cover from predators; (3) the uplands provide foraging area for California tiger salamanders; and (4) California tiger salamanders can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations. The frequency and distribution of small mammal burrows in the Roadrunner Pond Upland Area is not known; however, a cursory survey found no evidence of small mammal burrows.

For purposes of this Agreement, the Salamander Pond Upland Area is 7.29 acres. Salamander Pond is fenced completely. The vegetation surrounding Salamander Pond is a mix of native and non-native plants. The center of Salamander Pond is densely vegetated with sedges. The banks of the pond and immediate uplands from the southwest to southeast are densely vegetated primarily with sedges, rushes, and grasses, and to much lesser extent with chaparral. The remainder of the banks are moderately vegetated with grasses and rushes, and to lesser extent with mixed forbs and chaparral. The remainder of the immediate upland area is primarily grassland with intermittent forbs and chaparral. A dense layer of woody debris lies in the vegetation understory. Salamander Pond is a depression in a flat area of a hillside terrace just below the southwestern side of the ridge top. Terrain in the uplands immediately adjacent to Salamander Pond is relatively flat to the southeast and northwest, and remains such through the upland area. The immediate uplands to the northeast are relatively flat past the road and slope gradually uphill to the property line. The immediate uplands to the southwest remain flat for only a few feet and then gradually slope uphill, cresting a knoll approximately 120 feet from the southwestern edge of Salamander Pond, and then gradually sloping downhill to the southwest for the remainder for the upland area. A single lane dirt road enters the upland area approximately 200 feet to the northwest of Salamander Pond, heads southeast to within approximately 30 feet of the pond's northern edge, and continues in this direction out of the upland area. The dirt road is travelled infrequently by District vehicles and is currently not used by hikers, bicyclists, and/or equestrians but may become used more frequently by them in the future. The property line lies a few feet to the north of the road and is oriented in the same direction. Within the Salamander Pond Upland Area, there are no barriers to dispersal within the Park. The District does not disc

or conduct other actions that would reduce the quality of habitat within the upland area. The Salamander Pond Upland Area is suitable habitat for the California red-legged frog because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation and woody debris provide shelter and cover from predators; (3) the uplands provide foraging area for California red-legged frogs; and (4) California red-legged frogs can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations. The Salamander Pond Upland Area is suitable habitat for the California tiger salamander because: (1) the uplands are not developed and remain in a natural state; (2) the bank and upland vegetation and woody debris provide shelter and cover from predators; (3) the uplands provide foraging area for California tiger salamanders; and (4) California tiger salamanders can disperse within the uplands to and from breeding ponds. The quality of the uplands would not be adversely altered by District operations. The frequency and distribution of small mammal burrows in the Salamander Pond Upland Area is not known; however, a cursory survey found no evidence of small mammal burrows.

Dispersal habitat is present between ponds and in uplands in all areas that do not obstruct passage of California red-legged frogs and/or California tiger salamanders. One of the neighboring properties to the Park has proposed to develop a residential estate and is currently in the planning process. This property lies to the east of Roadrunner Pond, to the northeast of Dead Pig Pond, and to the north of Salamander Pond. The development footprint is within potential dispersal distance of the California red-legged frog and California tiger salamander.

Wire Corrals Pond is not occupied by California red-legged frogs and/or California tiger salamanders; however, it does contain suitable habitat for California red-legged frogs, but does not contain suitable habitat for California tiger salamanders. Van Winkleys Pond and Echo Ridge Pond were not surveyed because they do not contain suitable habitat for California red-legged frogs or California tiger salamanders.

During spring 2011, surveys were conducted at each pond where California red-legged frogs and/or California tiger salamanders have been observed. No non-native aquatic predators (e.g., bullfrogs (*Rana catesbeiana*) or non-native fish) that are known to be a threat to the California red-legged frog and California tiger salamander were observed, except in Entrance Pond where bullfrogs were found. Previous to the spring 2011 surveys, non-native aquatic predators had never been observed at any pond within the Enrolled Property.

In addition to the ponds above, California red-legged frogs have been observed at other locations within the Enrolled Property. There are several water troughs for cattle at the Enrolled Property, but California red-legged frogs, including evidence of breeding, have only been observed in the Animas cattle trough. California red-legged frogs have been observed within or near three streams at the Enrolled Property. A juvenile California red-legged frog was observed near Seneca Creek in a rutted road crossing that holds water during part of the year, most likely an uncommon occurrence. Adult California red-legged frogs have been observed in San Jose Creek and along the stream bank. California red-legged frog tadpoles, juveniles, and adults have been observed in and near Animas Creek. Although California red-legged frogs have been observed

at these locations, the habitat at these sites is either not well-known, or not considered optimal. Consequently, project activities conducted pursuant to this Agreement will be centered toward enhancing and restoring habitat for the California red-legged frog at the ponds. The ponds have been documented to support California red-legged frogs over several years, and the ponds and associated habitat provide the greatest likelihood of supporting the populations of California red-legged frogs at the Enrolled Property into the future.

Genetic testing of tissues from California tiger salamanders at the Enrolled Property showed no hybridization of California tiger salamanders with non-native salamanders (Denise Duffy and Associates, Inc. 2008). Additionally, California tiger salamanders at the Santa Lucia Preserve, a property adjacent to the Park, are not hybridized (Denise Duffy and Associates, Inc. 2008). The occurrence of these California tiger salamanders that are not genetically contaminated through hybridization represents a unique and important opportunity to maintain and enhance the California tiger salamander in Monterey County. Hybridization has become an increasing cause for concern and has been identified as a threat to the California tiger salamander, particularly in the Central Coast region of California (69 FR 47212). A growing number of populations of California tiger salamanders in the Central Coast region have become hybridized with non-native salamanders, which could result in the loss of native genes through introgression. The threat of genetic contamination is a concern, and the threat and potential result of genetic assimilation (loss of a native taxon as a result of hybridization between native and non-native taxa) of the California tiger salamander is a substantial concern; hybridization has been linked to the extinction of species and populations (69 FR 47212). Actions that support the conservation and recovery of populations of genetically pure California tiger salamanders in the Central Coast would be valuable to the long-term survival of the species in the region and should be prioritized accordingly.

Table 2. Ponds at Palo Corona Regional Park

Name	Listed Species Observed		Approx. Pond Size (acres)	Approx. Max Depth (feet)	Fenced	Pond Type	Chytrid Fungus Detected
	CRLF	CTS					
Entrance Pond	Yes	No	0.12	8	Yes	Perennial	Yes
River Pond	Yes	No	0.08	UNK	Yes	Seasonal	UNK
Boundary Pond	Yes	No	0.12	3	Yes	Seasonal	No
Animas Pond	Yes	No	0.3	5	Yes	Perennial	Yes
Dead Pig Pond	Yes	No	0.25	6.5	Yes	Perennial	Yes
Roadrunner Pond	Yes	Yes	0.05	UNK	Yes	Seasonal	UNK
Salamander Pond	Yes	Yes	0.6	6.5	Yes	Perennial	Yes
Wire Corrals Pond	UNK	UNK	0.02	6.5	No	Seasonal	UNK
Van Winkleys Pond	UNK	UNK	0.02	1.5	No	Perennial	UNK
Echo Ridge Pond	UNK	UNK	0.01	0.3	No	Perennial	UNK

Key:
CRLF – California red-legged frog
CTS – California tiger salamander
UNK – unknown or not sampled

The Enrolled Property contains approximately 1,400 acres of coastal terrace prairie grasslands. These grasslands are composed of both native and non-native grasses and other plant species. Suitable habitat for the Smith's blue butterfly at the Enrolled Property is present within the coastal terrace prairie grasslands in areas where seacliff buckwheat and/or coast buckwheat occur. Seacliff buckwheat occurs in greater numbers than coast buckwheat and is the main host plant for Smith's blue butterfly at the Enrolled Property. These buckwheat plants occur in the grasslands found on and adjacent to the rounded hilltops in the central portion of the Enrolled Property. The rounded hilltops are dominated by non-native annual grasses (ripgut brome (*Bromus diandrus*), soft brome (*Bromus hordeaceus*), Italian ryegrass (*Lolium multiflorum*), slender wild oat (*Avena barbata*), and silver hairgrass (*Aira caryophyllea*)) with low densities of native perennial grasses (California oatgrass (*Danthonia californica*), purple needlegrass (*Nassella pulchra*), Sandberg bluegrass (*Poa secunda*), and California brome (*Bromus carinatus*)). Adjacent to the hilltops, the buckwheat host plants occur on the slopes and in the ravines where coverage by host plants can be as much as 80 percent or more. A location to the west of the Enrolled Property with habitat similar to that in these ravines is occupied by the Smith's blue butterfly and contains over 2000 seacliff buckwheat plants in 1.04 acres (Hameister 2006).

Smith's blue butterflies have been observed at the Enrolled Property in areas of the coastal terrace prairie grasslands where seacliff buckwheat and/or coast buckwheat plants are present. The area of suitable habitat for Smith's blue butterfly coincides with the area that contains these locations of host plant occurrences within the coastal terrace prairie grasslands at the Enrolled Property. The Smith's blue butterfly is more abundant along the slopes and ravines that are adjacent to the hilltops. Habitat for Smith's blue butterfly at the Enrolled Property is primarily threatened by the invasion of non-native annual grasses. Non-native grasses can out-compete native species and have the potential to reduce the area occupied by Smith's blue butterfly host plants.

Cattle grazing occurs in the grassland areas at the Enrolled Property, including the coastal terrace prairie grasslands where the Smith's blue butterfly is known to occur. Cattle grazing can be an important component of grassland management as a method to control non-native invasive vegetation. The District and its partners consider cattle grazing to be an important component of grassland management at the Enrolled Property because the Smith's blue butterfly is threatened by the reduction in suitable habitat as a result of non-native invasive plants out-competing its host plants and other native grassland vegetation. An experiment is being conducted by Dr. J.H. Cushman of Sonoma State University, to study the effects of cattle grazing on the Smith's blue butterfly and its host plants within suitable habitat for Smith's blue butterfly at the Enrolled Property. The ultimate findings of this research are pending; however, results from the first 3 years of this study have found cattle grazing to be an extremely effective management tool for reducing the dominance of non-native annual grasses within Smith's blue butterfly habitat. The final results from this experiment will be used to inform management of the grasslands and cattle grazing within areas where the Smith's blue butterfly and its host plants occur.

The following description of habitat for Yadon’s piperia and presence of Yadon’s piperia at the

Enrolled Property are based upon information from Service (2004 and 2009) and McGraw (2007). Maritime chaparral within the Enrolled Property is dominated by endemic species from coastal California including Monterey ceanothus (*Ceanothus cuneatus* ssp. *rigidus*) and Hooker's manzanita. Yadon's piperia occurs within maritime chaparral at the Enrolled Property. There is a small 15-acre area of maritime chaparral on the cliffs above the coastal terraces in the northern portion of the Enrolled Property. Additionally, there are several small patches of maritime chaparral totaling approximately 30 acres in the southern end of the Enrolled Property.

The destruction and loss of habitat and negative effects from non-native species (i.e., hybridization, competition, and/or predation) continue to threaten the survival and recovery of the Covered Species and Yadon's piperia. Activities associated with this Agreement are anticipated to maintain, enhance, and restore habitat for the Covered Species and Yadon's piperia at the Enrolled Property.

4.0 BASELINE DETERMINATION

This Agreement provides a mechanism for the District to enhance, restore, and manage ponds and native grassland habitat for the benefit of the Covered Species without incurring additional regulatory restrictions on the use of the Enrolled Property. The Agreement, however, does not release the District from the responsibility to avoid take of any endangered or threatened species already occupying portions of their property. To receive the assurances regarding take of Covered Species specified in this Agreement, the District must maintain the Baseline conditions on the Enrolled Property. Baseline conditions are also included for Yadon's piperia for conservation and recovery purposes.

4.1 California Red-legged Frog

The California red-legged frog occurs at the Enrolled Property. Because of their cryptic nature and the difficulty in detecting the actual number of California red-legged frogs in each life stage, the Parties have agreed to set the Baseline for the California red-legged frog at the Enrolled Property as the current area of aquatic pond habitat known to be occupied by the California red-legged frog plus an area of adjacent upland habitat. Although California red-legged frogs could occur beyond this area, for the purposes of this Agreement, the Baseline area of adjacent upland habitat is the area that extends 110 yards (100 meters) from the edge of the average high water mark of the pond that is within the Enrolled Property.

California red-legged frogs have been found to occupy 7 ponds at the Enrolled Property. In addition to these ponds, California red-legged frogs have been observed within the Enrolled Property at the following locations: at the Animas cattle trough; near Seneca Creek; in San Jose Creek and along the stream bank; and in and near Animas Creek. Although California red-legged frogs have been observed at these locations, the habitat at these sites is either not well-known, or not considered optimal because these observations were of random occurrences in road depressions or other areas that are not natural habitat, and/or in areas

containing low quality habitat values. For these reasons, these locations will not be considered for area of Baseline habitat. The District does not anticipate that any future activities would prohibit California red-legged frogs from occupying these locations. The pond sizes shown in Table 2, for purposes of this Agreement, are equivalent to the area of aquatic habitat. The 7 ponds known to be occupied by the California red-legged frog at the Enrolled Property are: (1) Entrance Pond; (2) River Pond; (3) Boundary Pond; (4) Animas Pond; (5) Dead Pig Pond; (6) Roadrunner Pond; and (7) Salamander Pond. Each pond and its respective area of aquatic habitat and area of adjacent upland habitat is:

1. Entrance Pond contains 0.12 acre Baseline aquatic habitat and 7.82 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Entrance Pond is 7.94 acres.

2. River Pond contains 0.08 acre Baseline aquatic habitat and 7.63 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at River Pond is 7.71 acres.

3. Boundary Pond contains 0.12 acre Baseline aquatic habitat and 5.97 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Boundary Pond is 6.09 acres.

4. Animas Pond contains 0.30 acre Baseline aquatic habitat and 10.22 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Animas Pond is 10.52 acres.

5. Dead Pig Pond contains 0.25 acre Baseline aquatic habitat and 8.39 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Dead Pig Pond is 8.64 acres.

6. Roadrunner Pond contains 0.05 acre Baseline aquatic habitat and 6.36 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Roadrunner Pond is 6.41 acres.

7. Salamander Pond contains 0.60 acre Baseline aquatic habitat and 7.29 acres Baseline adjacent upland habitat. The total Baseline area for the California red-legged frog at Salamander Pond is 7.89 acres.

The total Baseline area for the California red-legged frog at the Enrolled property is 55.20 acres.

4.2 California Tiger Salamander

The California tiger salamander occurs at the Enrolled Property. Because of their cryptic nature and the difficulty in detecting the actual number of California tiger salamanders in

each life stage, the Parties have agreed to set the Baseline for the California tiger salamander at the Enrolled Property as the current area of aquatic pond habitat known to be occupied by the California tiger salamander plus an area of adjacent upland habitat. Although California tiger salamanders could occur beyond this area, for the purposes of this Agreement, the Baseline area of adjacent upland habitat is the area that extends 110 yards (100 meters) from the edge of the average high water mark of the pond that is within the Enrolled Property

California tiger salamanders have been found to occupy 2 ponds at the Enrolled Property. The approximate pond sizes shown in Table 2, for purposes of this Agreement, are equivalent to the area of aquatic habitat. The 2 ponds known to be occupied by the California tiger salamander at the Enrolled Property are: (1) Roadrunner Pond; and (2) Salamander Pond. Each pond and its respective area of aquatic habitat and area of adjacent upland habitat is:

1. Roadrunner Pond contains 0.05 acre Baseline aquatic habitat and 6.36 acres Baseline adjacent upland habitat. The total Baseline area for the California tiger salamander at Roadrunner Pond is 6.41 acres.

2. Salamander Pond contains 0.6 acre Baseline aquatic habitat and 7.29 acres Baseline adjacent upland habitat. The total Baseline area for the California tiger salamander at Salamander Pond is 7.89 acres.

The total Baseline area for the California tiger salamander at the Enrolled property is 14.30 acres.

4.3 Smith's Blue Butterfly

The Smith's blue butterfly is known to occur at the Enrolled Property. Because of the difficulty in detecting the actual number of Smith's blue butterflies in each life stage, the Parties have agreed to set the Baseline for the Smith's blue butterfly at the Enrolled Property as the current area of suitable habitat for Smith's blue butterfly. The area of suitable habitat for Smith's blue butterfly at the Enrolled Property coincides with the area that contains seacliff buckwheat and coast buckwheat, its host plants. This area of suitable habitat is occupied by the Smith's blue butterfly and contains several thousand individual host plants distributed in various densities up to 80 percent or more through the area of suitable habitat.

The Baseline area for the Smith's blue butterfly at the Enrolled Property is 204 acres.

4.4 Yadon’s Piperia

Baseline conditions for Yadon’s piperia are included for biological purposes. Yadon’s piperia occurs at the Enrolled Property. The Parties have agreed to set the Baseline for Yadon’s piperia at the Enrolled Property as the current area of suitable habitat for Yadon’s piperia that is occupied by the plant. We have determined the Baseline for Yadon’s piperia at the Enrolled Property to be an area of maritime chaparral adjacent to Monterey pine forest

in the northern portion of the Park.

The Baseline area for Yadon's piperia at the Enrolled Property is 10.27 acres.

5.0 MANAGEMENT ACTIVITIES

The Parties have developed this Agreement to identify activities the District can implement to promote the conservation and recovery of the Covered Species and Yadon's piperia. The District has implemented several components of habitat restoration and enhancement on the Enrolled Property, such as: installing fencing around several ponds to control the access of cattle and prevent cattle from disturbing sensitive habitat; removing non-native vegetation and replanting with native vegetation within the fenced area; and supporting and maintaining the coastal prairie terrace grasslands.

For the purposes of this Agreement, a visitor is any person present within the Enrolled Property for recreational or other purposes not directly affiliated with District activities. For the purposes of this Agreement, a guest is any person present within the Enrolled Property associated with the District or District activities.

Beneficial Management Activities

These management activities would be beneficial to Covered Species because they would maintain, enhance, and/or restore habitat for Covered Species, and implement other activities that would be beneficial to the conservation and recovery of the Covered Species. Existing habitat for Covered Species will be maintained and enhanced. Additional habitat for Covered Species could be created and restored as resources and funding are available for the District. The completion of habitat restoration activities would result in the enhancement and restoration of habitat for the Covered Species.

Implementation of activities to enhance and restore ponds and their associated aquatic, wetland, and adjacent upland habitats would be beneficial to California red-legged frogs and California tiger salamanders, and the creation of additional breeding ponds would be highly beneficial to the populations of these listed species at the Park. Controlling non-native vegetation within the coastal terrace prairie grasslands and supporting an increase in number and distribution of native grasses and shrubs (e.g., seacliff buckwheat and coast buckwheat) would be beneficial to the Smith's blue butterfly. Maintaining, supporting, and increasing numbers and distribution of Yadon's piperia and its habitat at the Park would be beneficial to Yadon's piperia. Restoration at certain areas of the Enrolled Property will be limited because habitat conditions are already favorable. The District agrees to carry out the following management activities at the Enrolled Property.

- The District will maintain the area of California red-legged frog suitable habitat (Figure 2) for the 30-year period of the Agreement, which will allow the potential for the

California red-legged frog to increase population numbers and breeding locations at the Enrolled Property.

- The District will maintain the area of California tiger salamander suitable habitat (Figure 3) for the 30-year period of the Agreement, which will allow the potential for the California tiger salamander to increase population numbers and breeding locations at the Enrolled Property.

- The District will maintain the area of Smith's blue butterfly suitable habitat (Figure 4) for the 30-year period of the Agreement, which will allow the potential for the Smith's blue butterfly to increase population numbers and distribution at the Enrolled Property.

- The population of California red-legged frogs at the Enrolled Property will be maintained at its current level for the 30-year period of the Agreement and the District will encourage an increase in the number of individuals and distribution of California red-legged frogs by enhancing and restoring ponds and associated habitat. Additionally, the District will create ponds within the Enrolled Property between existing ponds where California red-legged frogs occur to increase and maintain connectivity and distribution, as deemed appropriate by the Parties, and as resources and funding are available.

- The population of California tiger salamanders at the Enrolled Property will be maintained at its current level for the 30-year period of the Agreement and the District will encourage an increase in the number of individuals and distribution of California tiger salamanders by enhancing and restoring ponds and associated habitat. Additionally, the District will create ponds within the Enrolled Property between existing ponds where California tiger salamanders occur to increase and maintain connectivity and distribution, as deemed appropriate by the Parties, and as resources and funding are available.

- The ponds within the Enrolled Property will be managed in a manner to benefit the California red-legged frog and California tiger salamander for the 30-year period of the Agreement. The District will implement recommendations from Hemingway and Doak (2005 and 2006) and Hemingway and D'Amore (2008) for management of the Enrolled Property related to habitat for the California red-legged frog and habitat for the California tiger salamander.

- Within 5 years after the signing of the Agreement, the District will develop a pond management strategy that will include a determination of the need for periodic draining of each pond. Additionally, the District will install flashboards at each pond within the first 5 years of the Agreement to facilitate the draining of ponds. The pond management strategy will be developed in coordination with the Service, and installation of flashboards and any pond draining will be conducted in coordination with the Service.

- Within 5 years after the signing of the Agreement, the ponds that are occupied by California red-legged frogs and/or California tiger salamanders will be assessed and deep

water will be created, as applicable; to provide an escape for any California red-legged frogs or California tiger salamanders that may be present in shallow areas when grazing occurs.

- Within 5 years after the signing of the Agreement, the District will enhance and/or create habitat for the California red-legged frog at the Animas cattle trough, and any other water trough where evidence of California red-legged frog breeding is observed, as resources and funding are available.

- Within 3 years after the signing of the Agreement, the District will assess the Enrolled Property for migration corridors potentially used by California red-legged frogs that occur between the ponds that are occupied by such species to promote interpond dispersal. Once a potential corridor has been identified for California red-legged frogs, the District will develop a strategy to enhance and maintain such corridor. All migration corridor activities will be implemented as deemed appropriate by the Parties, and as resources and funding are available.

- Within 3 years after the signing of the Agreement, the District will assess the Enrolled Property for migration corridors potentially used by California tiger salamanders between the ponds that are occupied by the species to promote interpond dispersal. Once a potential corridor has been identified for California tiger salamanders, the District will develop a strategy to enhance and maintain such corridor. All migration corridor activities will be implemented as deemed appropriate by the Parties, and as resources and funding are available.

- Within 5 years after the signing of the Agreement, the District will conduct a vegetation survey in the Baseline upland habitat areas for the California red-legged frog. Plant species will be identified including their frequency and distribution within the upland areas. Additionally, the distribution and ratio of native vegetation to non-native vegetation will be assessed and noted.

- Within 5 years after the signing of the Agreement, the District will conduct a vegetation survey in the Baseline upland habitat areas for the California tiger salamander. Plant species will be identified including their frequency and distribution within the upland areas. Additionally, the distribution and ratio of native vegetation to non-native vegetation will be assessed and noted. Further, a survey will be conducted to determine the frequency and distribution of small mammal burrows, or other such areas, within the Baseline upland habitat areas.

- The population of Smith's blue butterflies at the Enrolled Property will be maintained at its current level for the 30-year period of the Agreement and the District will encourage an increase in the number of individuals and distribution of Smith's blue butterflies by enhancing grasslands and managing grazing within the grasslands to reduce non-native annual grasses. Grassland management will support an increase in the abundance and

distribution of native plant species, and will support the maintenance of existing seacliff buck wheat and coast buckwheat and will encourage their expansion at the Enrolled Property.

- The grasslands within the Enrolled Property will be managed in a manner to benefit the Smith's blue butterfly for the 30-year period of the Agreement, including management of cattle grazing. Cattle grazing occurs in the grassland areas at the Enrolled Property, including the coastal terrace prairie grasslands where the Smith's blue butterfly is known to occur. Cattle grazing can be an important component of grassland management as a method to control non-native invasive vegetation.

- Within 3 years after the signing of the Agreement, the District will implement recommendations related to management of habitat for the Smith's blue butterfly at the Enrolled Property from the Palo Corona Regional Park Grassland Management Plan (McGraw 2007).

- Within 3 years after the signing of the Agreement, the District will implement the pending management recommendations related to improving habitat for the Smith's blue butterfly at the Enrolled Property derived from the results of the aforementioned current study by Dr. Cushman.

- Within 3 years after the signing of the Agreement, the District will conduct research to determine the long-term effects of grazing on Smith's blue butterfly host plants, the Smith's blue butterfly, and the surrounding native and exotic vegetation. This will be accomplished by establishing a set of permanent monitoring plots within the identified area of suitable habitat for the Smith's blue butterfly, which coincides with the Baseline area for the Smith's blue butterfly in Part 4 of this Agreement. Within the plots, the research will include sampling for host plant coverage, the number of individual host plants, and the number of individual Smith's blue butterflies in each life stage. In coordination with the Service, the District will implement the management recommendations derived from the results of this research related to improving the status of the Smith's blue butterfly and its habitat at the Enrolled Property.

- Within 5 years after the signing of the Agreement, the District will conduct research to determine the degree to which the Smith's blue butterfly host plants in the ravines support the population of Smith's blue butterfly at the Park. This will be accomplished by establishing a set of permanent monitoring plots within the identified area of suitable habitat for the Smith's blue butterfly, which coincides with the Baseline area for the Smith's blue butterfly in Part 4 of this Agreement. Within the plots, the research will include sampling for host plant coverage, the number of individual host plants, and the number of individual Smith's blue butterflies in each life stage. In coordination with the Service, the District will implement the management recommendations derived from the results of this research related to improving the status of the Smith's blue butterfly and its habitat at the Enrolled Property.

- If bullfrogs or any other non-native species that may prey upon on any life stage of California red-legged frogs and/or California tiger salamanders are detected within the Enrolled Property, the District will develop and implement an eradication strategy to remove/reduce the threat of predation within 1 month of detection, if not sooner, in coordination with the Service.

- Within 5 years after the signing of the Agreement, the District will conduct disturbance activities to encourage the increase in establishment of seacliff buckwheat and/or coast buckwheat to provide areas where additional habitat for Smith's blue butterfly could establish for the potential increase in abundance and distribution of the species at the Enrolled Property, as deemed appropriate by the Parties, and as resources and funding are available.

- Within 5 years after the signing of the Agreement, the District will collect seed from seacliff buckwheat and coast buckwheat for the purpose of planting and/or seeding of buckwheat plants to expand habitat for Smith's blue butterfly for the potential increase in abundance and distribution of the species at the Enrolled Property, as deemed appropriate by the Parties, and as resources and funding are available.

- For the 30-year period of the Agreement, the District will maintain the existing suitable habitat for Yadon’s piperia (Figure 5), control and remove any non-native invasive vegetation within this habitat, and support the increase in numbers and distribution of the species at the Enrolled Property.

- Within 15 years after the signing of the Agreement, the District will conduct activities to increase the abundance and distribution of Yadon's piperia within the Enrolled Property, such as the collection, distribution, and sowing of seeds. These activities will occur within and adjacent to existing locations and habitats that are occupied by Yadon's piperia and at any other areas where suitable habitat for Yadon's piperia occurs or is established, as deemed appropriate by the Parties, and as resources and funding are available.

- Within 10 years after the signing of the Agreement, the District will conduct research to develop and implement restoration protocols for Yadon’s piperia, including success criteria for evaluating the restoration effort, as deemed appropriate by the Parties, and as resources and funding are available.

- The District will host schools and other groups for education and outreach activities, which could occur multiple times per year over the 30-year period of the Agreement. To increase public knowledge and awareness of listed species conservation, these guests would learn about native and listed species that occur on the Enrolled Property, the habitats where these species occur, and what actions these guests can do to benefit these species. Additionally, these guests would learn how Palo Corona Regional Park performs

its function as a working cattle ranch while also providing high value to listed species. Boardwalks, trails, and/or viewing platforms may be constructed to reduce impacts to Covered Species and Covered Species habitat from guests or other visitors. Sensitive habitat fencing may be erected to reduce impacts from guests or other visitors to newly restored areas.

- Within 10 years after the signing of the Agreement, the District will implement a comprehensive interpretive network of displays and exhibits that highlight the issues surrounding listed species and that identify the presence of listed species to increase public knowledge and awareness of listed species conservation at the Enrolled Property, and as resources and funding are available.

Other Management Activities

These management activities relate to activities associated with the continued use of the Enrolled Property for ranching, maintenance, and park and open space conservation; provided these activities would not reduce the District's ability to maintain the Baseline conditions. The District's ranching, maintenance, and park and open space conservation activities would be conducted in a way that would not interfere with the implementation of the Beneficial Management Activities described above. The District would be covered in this Agreement for the following activities, provided such activities are consistent with the intent of this Agreement and are not contrary to the beneficial activities in this Agreement.

- Ranching and associated activities, as according to the Grassland Management Plan for Palo Corona Regional Park (McGraw 2007).

- Maintenance and associated activities, including: grading and re-contouring of the existing access roads within the Enrolled Property (see Avoidance and Minimization Measures); creation and maintenance of trails associated with recreational activities such as hiking, bicycling, or horseback riding on trails; fence installation and maintenance; fire clearance, as required by the County of Monterey; dredging or removal of sediment from the ponds and clearing of vegetation within and around ponds; and installation and maintenance of water troughs.

- Management of the Enrolled Property for park, open space, and natural resources conservation (i.e., invasive species control and native species restoration).

Avoidance and Minimization Measures

The District agrees to implement the following avoidance and minimization measures.

- Cattle will not be permitted uncontrolled access within the fenced areas around the ponds. Any cattle access within the fenced areas will be for a brief period for the purpose of providing water to cattle and/or controlling the growth of vegetation.

- Grazing within the fenced areas at the ponds will not occur from December through April to avoid the California red-legged breeding season and California tiger salamander breeding season (the time when the species are most likely to occur in shallow areas where emergent vegetation occurs).

- Deep water will be available in ponds when grazing occurs as an escape for any California red-legged frogs or California tiger salamanders that may be present in shallow areas.

- The District will avoid or reduce activities in the coastal terrace prairie grasslands where Smith's blue butterfly host plants occur during the Smith's blue butterfly flight season, mid-June to early September.

- The District will not intentionally introduce fish species into the ponds or streams within the Enrolled Property.

- During any maintenance activities, the District, or other personnel associated with the District, will exercise due diligence to avoid negative effects to listed species.

- The District will implement Best Management Practices for any maintenance activities associated with roads or trails. These activities will not occur at or within steelhead streams.

- To avoid and minimize effects to the Covered Species and Yadon's piperia, the District will ensure that all education and outreach event activities will not disturb the Covered Species and Yadon's piperia or their habitats, or any other listed species or their habitats.

- The District will ensure that all guests and visitors will be informed of the presence of any federally listed species that occur on the Enrolled Property and will be informed of areas that provide habitat for listed species. Guests and visitors will be instructed to avoid disturbing listed species and their habitat.

The District is committed to supporting listed species and their habitats at the Enrolled Property and will manage and maintain the property to provide benefits to native plants and wildlife. The District has shown this commitment through the enhancement and restoration activities that have been completed, the development of a grassland management plan, their support of the study on the effects of cattle grazing on the Smith's blue butterfly and its host plants, and their management of the Park to protect open space and open space resource values for public benefit. The Service recognizes that the District has demonstrated its capability and commitment to implementing activities associated with the conservation and recovery of listed species. Public access to the Enrolled Property is currently limited to pedestrians who must receive a permit to enter, and access is restricted to certain areas within the Enrolled Property. The Enrolled Property is likely to provide long-term conservation and recovery benefits to listed species.

6.0 INCIDENTAL TAKE OF COVERED SPECIES

As used in this Agreement, incidental take refers to the unintentional or unavoidable killing or injuring of individuals of the Covered Species in the course of carrying out otherwise lawful activities. Section 3(19) of the Act defines take to mean to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. Service regulations (50 CFR 17.3) define harm to include significant habitat modification or degradation which actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering. Harassment is defined by the Service as an intentional or negligent action that creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering. Nothing in this Agreement authorizes the District to deliberately kill or injure any such species.

Safe harbor agreements are written in anticipation that take of the Covered Species and their progeny could occur at some point in the future. Any take that occurs as a result of a reduction in the quality and/or quantity of the established Baseline on the Enrolled Property is not authorized. Under this Agreement, incidental take could occur as a result of the Beneficial Management Activities and the Other Management Activities, described in Part 5 of this Agreement, and as a result of the potential return to Baseline at the termination of the Agreement and its associated Permit. The District may conduct these activities, even if such use results in the incidental take of individual California red-legged frogs, California tiger salamanders, and Smith's blue butterflies covered under this Agreement and as authorized in the Permit.

The take prohibitions in section 9 of the Act generally do not apply to listed plant species on non-Federal properties. The take prohibitions in section 9 of the Act specifically apply to listed fish or wildlife species; these take prohibitions do not apply to listed plants. The Act does provide protection of listed plants by: prohibiting the removal and reduction to possession of listed plants from areas under Federal jurisdiction; prohibiting the malicious damage or destruction of listed plants on areas under Federal jurisdiction; and prohibiting the removal, cutting, digging up, damaging, or destroying any listed plant on any other areas in knowing violation of any law or regulation of any State or in the course of any violation of a State criminal trespass law. Yadon’s piperia occurs at the Enrolled Property, which is a non-Federal property. Management activities in this Agreement could result in the collection, removal, or reduction to possession of Yadon’s piperia seed for restoration purposes, which is not prohibited. Neither the District nor the Service anticipate that established individuals of Yadon’s piperia in its native habitat would be cut, dug up, damaged, or destroyed by any management activities under this Agreement.

The Beneficial Management Activities have been developed with intent to increase the number of individuals of the Covered Species occurring at the Enrolled Property, while the Other Management Activities are not anticipated to impede these beneficial contributions to the status

of each of the Covered Species. As the population of Covered Species increases, individuals of the Covered Species may disperse and/or migrate outside of the areas of suitable habitat, which coincide with the Baseline areas in Part 4 of this Agreement. The Permit would authorize the District, and persons associated with the District, to incidentally take individuals of the Covered Species and their progeny at the Enrolled Property within and outside of the established Baseline area, as a result of the Beneficial Management Activities and the Other Management Activities. Incidental take of individuals within the established Baseline area cannot reduce the quality and/or quantity of the established Baseline area. Such incidental take of the Covered Species could occur as a result of activities associated with restoration, ranching, maintenance, recreation, and other covered activities.

Incidental take of California red-legged frogs on the Enrolled Property could occur as a result of: maintaining, enhancing, and restoring habitat and associated activities; ranching and associated activities; implementing pond, grassland, and grazing management activities; conducting education and outreach and associated activities; and conducting maintenance activities. As a result of these activities, incidental take could occur in the form of direct mortality or injury to egg masses, tadpoles, metamorphs, and/or adults through exposure; digging, planting, cutting, or trampling by the District or persons associated with the District; and trampling by cattle. Incidental take of California red-legged frogs could also occur as a result of lawful recreational and associated activities such as trail creation and maintenance, hiking, bicycling, or horseback riding on trails. The Permit would provide the District incidental take coverage for a certain number of California red-legged frogs that could be taken as a result of the Beneficial Management Activities and the Other Management Activities at the Enrolled Property, on a per year basis over the 30-year duration. The Permit would further differentiate the authorized incidental take provided to the District into two subsets: authorized incidental take within the Baseline area; and authorized incidental take outside of the Baseline area. Within the Baseline area, the Permit would authorize the incidental take of the following number of California red-legged frogs per year, in the identified life stage, over the 30-year duration: seven (7) adults or metamorphs or combination thereof; twenty eight (28) tadpoles; and one (1) egg mass. Outside of the Baseline area, the Permit would authorize the incidental take of the following number of California red-legged frogs per year, in the identified life stage, over the 30-year duration: ten (10) adults or metamorphs or combination thereof; thirty (30) tadpoles; and one (1) egg mass.

Incidental take of California tiger salamanders on the Enrolled Property could occur as a result of: maintaining, enhancing, and restoring habitat and associated activities; ranching and associated activities; implementing pond, grassland, and grazing management activities; conducting education and outreach and associated activities; and conducting maintenance activities. As a result of these activities, incidental take could occur in the form of direct mortality or injury to egg masses, larvae, metamorphs, and/or adults through exposure; digging, planting, cutting, or trampling by the District or persons associated with the District; and trampling by cattle. Incidental take of California tiger salamanders could also occur as a result of lawful recreational and associated activities such as trail creation and maintenance, hiking, bicycling, or horseback riding on trails. The Permit would provide the District incidental take coverage for a certain number of California tiger salamanders that could be taken as a result of

the Beneficial Management Activities and the Other Management Activities at the Enrolled Property, on a per year basis over the 30-year duration. The Permit would further differentiate the authorized incidental take provided to the District into two subsets: authorized incidental take within the Baseline area; and authorized incidental take outside of the Baseline area. Within the Baseline area, the Permit would authorize the incidental take of the following number of California tiger salamanders per year, in the identified life stage, over the 30-year duration: two (2) adults or metamorphs or combination thereof; ten (10) larvae; and one (1) egg mass. Outside of the Baseline area, the Permit would authorize the incidental take of the following number of California tiger salamanders per year, in the identified life stage, over the 30-year duration: five (5) adults or metamorphs or combination thereof. Take of California tiger salamander larvae and egg masses outside of the Baseline area is not anticipated because all aquatic habitat for the California tiger salamander at the Enrolled Property occurs within the Baseline area; therefore, California tiger salamanders in one of these aquatic life stages would not occur outside of the Baseline area. However, additional aquatic habitat for the California tiger salamander could be created over the duration of the Agreement and Permit period. If additional aquatic habitat for the California tiger salamander is created over this period, incidental take of California tiger salamanders in one of the aquatic life stages could occur as discussed above and would be authorized according to the "within the Baseline area limits."

Incidental take of Smith's blue butterflies on the Enrolled Property could occur as a result of: maintaining, enhancing, and restoring habitat and associated activities; ranching and associated activities; implementing pond, grassland, and grazing management activities; conducting education and outreach and associated activities; damage and direct loss of its host plants, seacliff buckwheat and coast buckwheat; temporary habitat loss; disturbance and displacement; and conducting maintenance activities. As a result of these activities, incidental take could occur in the form of direct mortality or injury of eggs, larvae, pupae, and/or adults through exposure; digging, planting, cutting, collection, distribution, and sowing of seed from host plants; trampling by the District or persons associated with the District; and trampling by cattle. Incidental take of Smith's blue butterflies could also occur as a result of lawful recreational and associated activities such as trail creation and maintenance, hiking, bicycling, and/or horseback riding on trails. The Permit would provide the District incidental take coverage for Smith's blue butterflies occupying and associated with a certain number of its host plants (seacliff buckwheat and/or coast buckwheat) that could be taken as a result of the Beneficial Management Activities and the Other Management Activities at the Enrolled Property, on a per year basis over the 30-year duration. Incidental take coverage would be provided in this manner because detecting dead or injured individual Smith's blue butterflies in the various life stages would be difficult due to their small size and cryptic nature; however, damage to and/or loss of a host plant would be detectable. Therefore, the Permit would authorize the District to incidentally take all Smith's blue butterflies, in any life stage, occupying and associated with the below number of its host plants (seacliff buckwheat and/or coast buckwheat), that could be killed or injured as a result of damage to and/or loss of one of those host plants. The Permit would further differentiate the authorized incidental take provided to the District into two subsets: authorized incidental take within the Baseline area; and authorized incidental take outside of the Baseline area. Within the Baseline area, the Permit would authorize the incidental take of the following number of Smith's

blue butterfly host plants (seacliff buckwheat and/or coast buckwheat) per year, and all Smith's blue butterfly individuals in any life stage occupying and associated with those lost or damaged host plants, over the 30-year duration: two hundred four (204) seacliff buckwheat plants or coast buckwheat plants or combination thereof. Within the Baseline area, we anticipate that injury or mortality to Smith's blue butterflies would most likely occur as a result of trampling by cattle and damage to host plants during ranching activities. Outside of the Baseline area, the Permit would authorize the incidental take of the following number of Smith's blue butterfly host plants (seacliff buckwheat and/or coast buckwheat) per year, and all Smith's blue butterfly individuals in any life stage occupying and associated with those lost or damaged host plants, over the 30-year duration: twenty five (25) seacliff buckwheat plants or coast buckwheat plants or combination thereof. Outside of the Baseline area, we anticipate that injury or mortality to Smith's blue butterflies would most likely occur as a result of damage and direct loss of host plants during maintenance activities.

Cattle grazing occurs in the grassland areas at the Enrolled Property where the Smith's blue butterfly is known to occur. Cattle can adversely affect the Smith's blue butterfly by trampling individuals of Smith's blue butterflies in various life stages and damaging its host plants. Alternatively, cattle grazing can be managed in a manner to avoid and reduce effects to the Smith's blue butterfly by seasonally restricting cattle access.

The Permit would authorize the District, and persons conducting activities on behalf of the District, to incidentally take individuals of the Covered Species and their progeny as a result of activities associated with the return to Baseline conditions. Because the Baseline for each of the Covered Species on the Enrolled Property has been determined as an area of suitable habitat, which coincides with the Baseline areas in Part 4 of this Agreement, activities that would result in a return to Baseline could include those activities that would reduce or remove any additional suitable habitat that has developed over the term of the Agreement, in addition to the Baseline areas. Such activities could include bulldozing, discing, and/or compacting soil. Incidental take of California red-legged frogs, California tiger salamanders, and Smith's blue butterflies could occur, as a result of the return to Baseline conditions on the Enrolled Property, in the form of direct mortality or injury of eggs, larvae, juveniles, pupae, or adults through exposure, habitat loss, cutting or removal of breeding or foraging habitat, disturbance, displacement, or trampling by the District, persons associated with the District, or other authorized personnel. The Permit would authorize the incidental take of all California red-legged frogs, all California tiger salamanders, and/or all Smith's blue butterflies outside of their respective Baseline areas that could result from activities associated with the return to Baseline. The Permit would not authorize incidental take of California red-legged frogs, California tiger salamanders, and/or Smith's blue butterflies within their respective Baseline areas based on activities associated with the return to Baseline.

The Parties expect that the maximum level of take authorized under this Agreement and Permit will never be realized because the District will implement the avoidance and minimization measures in Part 5 of this Agreement to reduce the likelihood that take would occur. Additionally, the maximum level of take is not expected to be realized because, as identified in

Part 8 of this Agreement, the District is required to notify the Service of any planned activity that the District reasonably anticipates will result in take of the Covered Species on the Enrolled Property, including a return of the Enrolled Property to the Baseline conditions, and provide the Service the opportunity to capture and relocate any individuals that could potentially be affected. Incidental take of California red-legged frogs, California tiger salamanders, and Smith's blue butterflies could occur in the form of capture as a result of these activities.

Certain activities by the District outside of the identified Baseline areas, which will not be considered a limitation on any other activity the District desires to engage in, that may result in incidental take of the Covered Species are: 1) maintenance of drainages and retention basins; 2) trail improvements and maintenance; 3) remedial actions to protect property from erosion; and 4) activities associated with fire prevention, suppression, and response. Incidental take resulting from these activities will be covered under the authorization in the Permit, as discussed above.

7.0 NET CONSERVATION BENEFIT

In accordance with the Service's Safe Harbor Policy (64 FR 32717), "net conservation benefit" means that management activities that are part of the Agreement are expected to provide an increase in the Covered Species' population or distribution, and/or the enhancement, restoration, or maintenance of Covered Species habitat. The net conservation benefit will be sufficient to directly or indirectly contribute to recovery of the Covered Species.

Implementation of activities to enhance and restore ponds and their associated aquatic, wetland, and adjacent upland habitats would be beneficial to California red-legged frogs and California tiger salamanders, and the creation of additional breeding ponds would be highly beneficial to these populations at the Park. Controlling non-native vegetation within the coastal terrace prairie grasslands and supporting an increase in number and distribution of native grasses and shrubs (i.e., seacliff buckwheat and coast buckwheat) would be beneficial to the Smith's blue butterfly. Maintaining and supporting the current population of Yadon's piperia and its habitat at the Park, and increasing its numbers and distribution, would be beneficial to Yadon's piperia. The District will carry out activities, as identified in Part 5 of this Agreement, to benefit the Covered Species and Yadon's piperia within the Enrolled Property.

The California tiger salamander population at the Park is not known to be hybridized with non-native tiger salamanders (Denise Duffy and Associates, Inc. 2008); an increasingly rare occurrence along the Central Coast. Developing and implementing activities that would enable the increase in number of California tiger salamanders and the opportunity to increase its distribution at the Park would be highly beneficial to the California tiger salamander along the Central Coast.

The District has developed a management plan for the grasslands at the Enrolled Property (McGraw 2007). Under this plan, the grasslands within the Enrolled Property will be managed in a manner to benefit the Smith's blue butterfly, including the management of cattle grazing.

Cattle grazing is an important component of grassland management to control non-native invasive vegetation, particularly non-native annual grasses. Reducing the threat of the reduction in suitable habitat for Smith's blue butterfly as a result of non-native invasive plants out-competing its host plants and other native grassland vegetation is beneficial to the Smith's blue butterfly. Additionally, cattle grazing as a method to control non-native invasive vegetation can promote the recognition of host plants by Smith's blue butterflies and increase their identification of sites for ovipositing of eggs. Although the Permit would authorize the incidental take of Smith's blue butterflies via the damage or loss of up to 204 host plants within the Baseline area per year over the 30-year period, the area of suitable habitat for the Smith's blue butterfly, which coincides with the Baseline area for the species, would not be reduced in quality or quantity even if the maximum number of plants were lost each year. The Enrolled Property contains several thousand host plants within the Baseline area. Management activities in this Agreement are anticipated to increase the abundance and distribution of host plants by reducing competition with non-native plants and expanding the area occupied by host plants, thus increasing the area of suitable habitat for the Smith's blue butterfly at the Enrolled Property. Additionally, the District would conduct research to inform their management of the Park to improve the status of the Smith's blue butterfly and its habitat. These management activities would be beneficial to the Smith's blue butterfly. Over the duration of this Agreement, the increase in abundance and distribution of host plants is anticipated to be greater than any loss of host plants that would be authorized in the Permit. The authorized incidental take in the Permit would not interfere with achieving a net conservation benefit for the Smith's blue butterfly.

The status of the Enrolled Property as an area dedicated to open space and conservation of natural resources, and thereby protected from development, provides a benefit to listed species and other native plant and wildlife species. The District will maintain the Park in a natural state where the native habitats will be maintained and remain mostly undisturbed over the long-term, thereby serving as a refuge for the Covered Species and Yadon’s piperia where suitable habitat exists. The restoration and enhancement of listed species habitats within areas dedicated to open space and conservation of natural resources further promotes the conservation and recovery of these species by providing future area for each of these species to expand its current range once habitat has been restored or enhanced.

The Beneficial Management Activities described in Part 5 of this Agreement have been developed to support the conservation and recovery of the Covered Species and Yadon’s piperia. The securing of land and protection from development, the control and removal of non-native species, the maintenance of suitable habitat, the restoration and enhancement of habitat, the development of management plans, and conducting education and outreach activities are recovery actions for the California red-legged frog, Smith's blue butterfly, and Yadon’s piperia, as identified in their respective recovery plans (Service 2002, 1984, and 2004a). A recovery plan for the California tiger salamander has not been developed; however, the removal of non-native species, the maintenance of suitable habitat, and the restoration and enhancement of habitat would reduce threats to the California tiger salamander, and therefore provide a conservation benefit to the species and contribute to its recovery (Service 2004b, Semlitsch 2002). Additionally, the District will manage the ponds and grazing in a manner to benefit the

California red-legged frog and the California tiger salamander by incorporating recommendations from amphibian studies conducted at the Park by Hemingway and Doak (2005 and 2006), and Hemingway and D'Amore (2008); these recommendations coincide with Service-recommended recovery actions. Furthermore, the District has supported a study of the effects of cattle grazing on the Smith's blue butterfly, its host plant, and habitat, which is a recommendation made by the Service in a recent status review of the Smith's blue butterfly (Service 2006). Therefore, management activities associated with this Agreement would benefit the California red-legged frog, California tiger salamander, Smith's blue butterfly, and Yadon's piperia by contributing to their conservation and recovery. The Service anticipates that implementation of these management activities will produce a net conservation benefit to the Covered Species and Yadon's piperia by:

- Providing areas where existing suitable habitat for the Covered Species and Yadon's piperia will be maintained or increased in quantity and quality.

- Providing areas where suitable habitat for the Covered Species and Yadon's piperia will remain relatively undisturbed.

- Providing habitat for the Covered Species and Yadon's piperia to increase in population numbers or distribution.

- Maintaining movement corridors and habitat connectivity.

Therefore, management activities associated with this Agreement at the Enrolled Property benefit the Covered Species and Yadon's piperia and contribute to their conservation and recovery. These activities will result in habitat protection and insurance against the loss of the Covered Species and Yadon's piperia on the Enrolled Property. The District will manage the Enrolled Property in a manner that is beneficial to the Covered Species and Yadon's piperia while conducting ranching and other activities. The net conservation benefit to the Covered Species and Yadon's piperia from this Agreement, and thus contribution to recovery, will remain in place for at least 30 years, as identified in Part 9 of this Agreement.

8.0 RESPONSIBILITIES OF THE PARTIES

In addition to carrying out the management activities described in Part 5, the District agrees to:

1. Notify the Service at least 60 days in advance of any planned activity that the District reasonably anticipates will result in take of any individual of the Covered Species on the Enrolled Property, including a return of the Enrolled Property to Baseline, and provide the Service the opportunity to capture and relocate any individuals that could potentially be affected.

2. Conduct surveys for California red-legged frogs and California tiger salamanders in those

areas identified as containing suitable habitat and being occupied by the California red-legged frog and California tiger salamander (Figures 2 and 3) as follows. These surveys will include monitoring of the Baseline conditions for the California red-legged frog and California tiger salamander described in Part 4.1 and Part 4.2 of this Agreement, respectively. Due to District funding constraints, when possible, the Service will assist in these surveys; however, Service agreement to assist is limited by its authorities and appropriated funds, as stated in Part 12.D of this Agreement.

- Surveys will be conducted according to Service guidance and recommendations. Surveys will be conducted annually during the first 5 years following the signing of the Agreement and Permit, and then once every 5 years for the remainder of the Agreement period, or more frequently if the District has resources available.

- If additional suitable habitat for the California red-legged frog and/or California tiger salamander is established after restoration work has been completed, surveys will be conducted in the newly established habitat as described above.

- The results of these surveys, including whether any California red-legged frogs and/or California tiger salamanders were observed or heard, and the species of all amphibians detected, will be reported to the Service.

3. Conduct surveys for Smith's blue butterflies in areas identified as containing suitable habitat and being occupied by Smith's blue butterfly (Figure 4) as follows. These surveys will include monitoring of the Baseline conditions for the Smith's blue butterfly described in Part 4.3 of this Agreement. Due to District funding constraints, when possible, the Service will assist in these surveys; however, Service agreement to assist is limited by its authorities and appropriated funds, as stated in Part 12.D of this Agreement.

   - Surveys will be conducted according to Service guidance and recommendations. Surveys will be conducted annually during the first 5 years following the signing of the Agreement and Permit and then once every 5 years for the remainder of the Agreement period, or more frequently if the District has resources available.

   - If additional suitable habitat for the Smith's blue butterfly is established after restoration work has been completed, surveys will be conducted in the newly established habitat as described above.

   - The results of these surveys, including whether any Smith's blue butterflies were observed, will be reported to the Service.

4. Conduct surveys for Yadon’s piperia in areas identified as containing suitable habitat and being occupied by Yadon’s piperia (Figure 5) as follows. These surveys will include monitoring of the Baseline conditions for Yadon's piperia described in Part 4.4 of this Agreement. Due to District funding constraints, when possible, the Service will assist in

these surveys; however, Service agreement to assist is limited by its authorities and appropriated funds, as stated in Part 12.D of this Agreement.

- Surveys will be conducted according to Service guidance and recommendations. Surveys will be conducted annually during the first 5 years following the signing of the Agreement and Permit and then once every 5 years for the remainder of the Agreement period, or more frequently if the District has resources available.

- If additional suitable habitat for Yadon's piperia is established after restoration work has been completed, surveys will be conducted in the newly established habitat as described above.

- The results of these surveys, including whether any Yadon's piperia were observed, will be reported to the Service.

5. The District will monitor the implementation and progress of the management activities described in Part 5 of the Agreement, and provide the Service with the status of these activities in an annual report.

6. Allow reasonable access by the Service or another agreed-upon party onto the Enrolled Property for purposes related to this Agreement, including verification of the identification of species using voluntarily established or enhanced habitats, and capture and relocation of California red-legged frogs, California tiger salamanders, and Smith's blue butterflies.

7. Notify the Service 60 days prior to the transfer of ownership so that the Service can attempt to contact the new owner, explain the Baseline responsibilities applicable to the Enrolled Property, and seek to interest the new owner in signing the existing Agreement or a new one to benefit the Covered Species and Yadon's piperia on the Enrolled Property.

8. Report to the Service any dead, injured, or ill specimens of the Covered Species observed on the Enrolled Property. Upon locating a dead or injured Covered Species, the District will notify the Ventura Fish and Wildlife Office (2493 Portola Road, Suite B, Ventura, California, 93003; (805) 644-1766) by telephone within 3 working days of its finding. The verbal notification must include the date, time, location, cause of injury or death if known, and any other pertinent information. An email message or written report containing the details from the verbal notification must be sent to the Ventura Fish and Wildlife Office with this information and, if possible a photograph, within 3 weeks of its finding. The person to whom the message is sent, and corresponding email address if applicable, would be determined at the time of the phone call.

9. Provide the Service with an annual report (Attachment 1), due November 1 of each year for the prior calendar year. The report will describe any habitat restoration activities and

any substantial change in condition of previously established habitat for the Covered Species or Yadon's piperia that occurred during the previous year, any observations of the Covered Species or Yadon's piperia by the District during the previous year, the status of implementation of the management activities described in Part 5 (and number 5 above), and any incidental take of a Covered Species that has occurred.

10. The District will contact the National Marine Fisheries Service for recommendations to develop Best Management Practices and for recommendations for steelhead habitat management at the Enrolled Property.

In consideration of the foregoing, the Service agrees to:

1. Upon execution of the Agreement and satisfaction of all other applicable legal requirements, issue a Permit to the District, authorizing incidental take of the Covered Species, as a result of lawful activities on the Enrolled Property in accordance with the terms of such Permit. A permit is not needed for Yadon's piperia because any of the management activities that would involve Yadon's piperia conducted under this Agreement are not prohibited by the Act or its implementing regulations. The duration of the Agreement will be 30 years. The Permit may extend for an additional 2 years beyond the 30-year duration of the Agreement, so long as prior to or upon expiration of the Agreement, the Service determines that the conservation actions identified in the Agreement have been implemented and the District need not perform additional conservation activities on the property. If extended under the conditions above, the duration of the Permit will be 32 years.

2. As appropriate, provide the District with a determination that they have satisfied the conservation measures within 1 year of the expiration of the Agreement.

3. Provide the District with technical assistance when requested, and provide information on Federal funding programs for habitat improvement including those for threatened and endangered species.

4. Monitor for the Covered Species or Yadon's piperia in existing suitable habitat or in enhanced, restored, or created habitats, if the Service determines that such monitoring is needed.

9.0 AGREEMENT AND PERMIT DURATION

This Agreement becomes effective upon issuance of the Permit by the Service. The Agreement will be in effect for 30 years. If the Service determines that the conservation actions identified in the Agreement have been implemented and completed, then the District need not perform additional conservation activities on the property and the Permit may continue in effect following termination of the Agreement for an additional 2 years. In such case, the Permit

authorizing incidental take of the California red-legged frog, California tiger salamander, and Smith's blue butterfly will also be in effect for 30 years from the effective date of the Permit. The additional duration of the Permit following termination of the Agreement will continue Permit coverage for the District for 2 years to allow a return of the Enrolled Property to its Baseline condition. Both the duration of the Agreement and the Permit may be extended upon mutual agreement among the Parties. A permit is not needed for Yadon's piperia because any of the management activities that would involve Yadon's piperia conducted under this Agreement are not prohibited by the Act or its implementing regulations.

10.0 ASSURANCES TO THE DISTRICT REGARDING TAKE OF COVERED SPECIES

This Agreement will provide the District with assurances that efforts to promote conservation and recovery of the Covered Species on the Enrolled Property will not result in additional restrictions on the use of their property.

The Permit will authorize the District to take the Covered Species incidental to the management activities identified in Part 5 of this Agreement, provided that such take is consistent with maintaining the Baseline conditions identified in Part 4 of this Agreement. Additionally, the Permit will authorize the District to take the Covered Species incidental to the return of Enrolled Property to Baseline conditions.

The Permit provides incidental take authorization only to persons conducting District related activities identified in this Agreement. Any visitor present within Palo Corona Regional Park for recreational or other purposes not directly affiliated with District activities that is not abiding by District Ordinance and/or is off-trail will not be covered under the Permit nor will such visitor be provided incidental take coverage.

11.0 MODIFICATIONS

A. Modification of the Agreement. Either Party may propose amendments to this Agreement, as provided in 50 CFR 13.23, by providing written notice to, and obtaining the written concurrence of, the other Party. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will use their best efforts to respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon the other Parties' written concurrence.

B. Termination of the Agreement. As provided for in the Service's Safe Harbor Policy (64 FR 32717), the District may terminate the Agreement for circumstances beyond the District's control. In such circumstances, the District may return the Enrolled Property to Baseline conditions even if the net conservation benefit activities have not been fully implemented, provided that the District gives the Service the notification required by Part 8 of this Agreement

prior to carrying out any activity likely to result in the taking of the Covered Species. Upon return to Baseline under these circumstances, the Permit will terminate. If the District terminates the Agreement for any other reason, the Permit referenced in Part 8 of this Agreement shall immediately cease to be in effect.

C. Permit Suspension or Revocation. The Service may suspend or revoke the Permit referred to in Part 8 of this Agreement in accordance with the laws and regulations in force at the time of such suspension or revocation. The Service also, as a last resort, may revoke the Permit if continuation of permitted activities would likely result in jeopardy to any of the Covered Species or Yadon's piperia (50 CFR 13.28(a)). In such circumstances, the Service will exercise all possible measures to avoid revoking the Permit.

D. Baseline Adjustment. The Baseline conditions set forth in Part 4 of this Agreement may, by mutual agreement of the Parties, be adjusted if, during the term of the Agreement and for reasons beyond the control of the District, the utilization of the Enrolled Property by the Covered Species or the quantity or quality of habitat suitable for or occupied by the Covered Species is reduced from that present at the time the Agreement was negotiated.

12.0 OTHER MEASURES

A. Remedies. Each Party shall have all remedies otherwise available to enforce the terms of the Agreement and the Permit, except that no Party shall be liable in damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

B. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all Parties.

C. Succession and Transfer. As provided in Part 11 of the Service's Safe Harbor Policy (64 FR 32717), if the District transfers their interest in the Enrolled Property to another non-Federal entity, the Service will regard the new owner or manager as having the same rights and responsibilities with respect to the Enrolled Property as the District, if the new owner or manager agrees to become a party to the Agreement in place of the District.

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

E. Applicable Laws. All activities undertaken pursuant to this Agreement and its associated

Permit must be in compliance with all applicable State, Federal, tribal, and local laws and regulations.

F. Relationship to the Act and other Authorities. The terms and conditions of this Agreement shall be governed by and construed in accordance with the Act and applicable Federal law. In particular, nothing in this Agreement is intended to limit the authority of the Service to seek penalties or otherwise fulfill its responsibilities under the Act. Moreover, nothing in this Agreement is intended to limit or diminish the legal obligations and responsibilities of the Service as an agency of the Federal government.

G. No Monetary Damages. No Party shall be liable in damages to any other Party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement.

H. No Third-Party Beneficiaries. This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

I. Other Listed Species, Candidate Species, and Species of Concern. There is the possibility that other listed, proposed, or candidate species, or species of concern may occur in the future on the Enrolled Property as a direct result of the management actions specified herein. In the event that a non-covered species that may be affected by covered activities becomes listed under the Act, the District and the Service will work together either to amend this Agreement, and the Permit described in Part 8 of this Agreement, to cover such other species or otherwise to confer upon the District similar assurances with respect to such other species as are described above for Covered Species.

J. Notices and Reports. Any notices and reports, including monitoring and annual reports, required by this Agreement shall be delivered to the person at the address listed below:

U.S. Fish and Wildlife Service
2493 Portola Road, Suite B
Ventura, California 93003
Attn: Field Supervisor

K. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that no member of or delegate to Congress or resident commissioner, after their election or appointment, and either before or after they have qualified and during their continuance in office, shall be admitted to any share or part of the Agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement to be in effect as of the date that the Service issues the Permit.

U.S. Fish and Wildlife Service

By: Diane K. Noda _____ 12/9/11
Date

Field Supervisor, Ventura Fish and Wildlife Office

Monterey Peninsula Regional Park District

By: _____ 12.05.2011
Date

James M. Sulentich, General Manager

LITERATURE CITED

Bulger, J.B., N.J. Scott Jr., and R.B. Seymour. 2003. Terrestrial activity and conservation of adult California red-legged frogs *Rana aurora draytonii* in coastal forests and grasslands. Biological Conservation 110:85-95.

Denise Duffy and Associates, Inc. 2008. 2008 Protocol-level California tiger salamander survey report for the Santa Lucia Preserve, Monterey County, California.

Fellers, G. 2005. *Rana draytonii* Baird and Girard, 1852b California red-legged frog. Pages 552-554 *in* M. Lannoo (editor). Amphibian declines the conservation status of United States species. University of California Press. Berkeley, California.

Hayes, M.P., and M.R. Jennings. 1988. Habitat correlates of distribution of the California red-legged frog (*Rana aurora draytonii*) and the foothill yellow-legged frog (*Rana boylii*): implications for management. Pages 144-158 in R. Sarzo, K. E. Severson, and D. R. Patton (technical coordinators). Proceedings of the symposium on the management of amphibians, reptiles, and small mammals in North America. United States Department of Agriculture, Forest Service, Rocky Mountain Range and Experiment Station, Fort Collins, Colorado. General Technical Report (RM-166): 1-458.

Hameister, D. 2006. Low-effect habitat conservation plan for the Smith's blue butterfly, Sarment Parcel, Carmel Highlands, Monterey County, California. Prepared for Daniel Keig and Paul E. Davis. Dale Hameister Biological Consulting. August 24, 2006. 38 pages.

Hemingway, V., and A.D'Amore. 2008. Final report for amphibian management and monitoring at Palo Corona Regional Park, Monterey County, California. November 2008.

Hemingway, V., and D. Doak. 2005. Final report for amphibian management and monitoring at Palo Corona Regional Park, Monterey County, California. 2005.

Hemingway, V., and D. Doak. 2006. Final report for amphibian management and monitoring at Palo Corona Regional Park, Monterey County, California. December 2006.

McGraw, J.M. 2007. Grassland management plan for Palo Corona Regional Park. Prepared for Monterey Peninsula Regional Park District. February 26, 2007.

Semlitsch, R.D. 2002. Critical elements for biologically based recovery plans of aquatic-breeding amphibians. Conservation Biology 16:619-629.

[Service] U.S. Fish and Wildlife Service. 1984. Smith's blue butterfly recovery plan. U.S. Fish and Wildlife Service, Portland, Oregon. 87 pp.

[Service] U.S. Fish and Wildlife Service. 2002. Recovery plan for the California red-legged frog (*Rana aurora draytonii*). U.S. Fish and Wildlife Service, Portland, Oregon. viii + 173 pp.

[Service] U.S. Fish and Wildlife Service. 2004a. Recovery plan for five plants from Monterey County, California. U.S. Fish and Wildlife Service, Portland, Oregon. xii + 159 pp.

[Service] U.S. Fish and Wildlife Service. 2004b. Determination of threatened status for the California tiger salamander; and special rule exemption for existing routine ranching activities; final rule. Federal Register 69:47212-47248

[Service] U.S. Fish and Wildlife Service. 2006. Smith's blue butterfly (*Euphilotes enoptes smithi*) 5-year review: summary and evaluation. Sacramento, California. 26 pp.

[Service] U.S. Fish and Wildlife Service. 2009. *Piperia yadonii* (Yadon's piperia) 5-year review: summary and evaluation. Ventura, California. 15 pp.

Figure 1. Palo Corona Regional Park

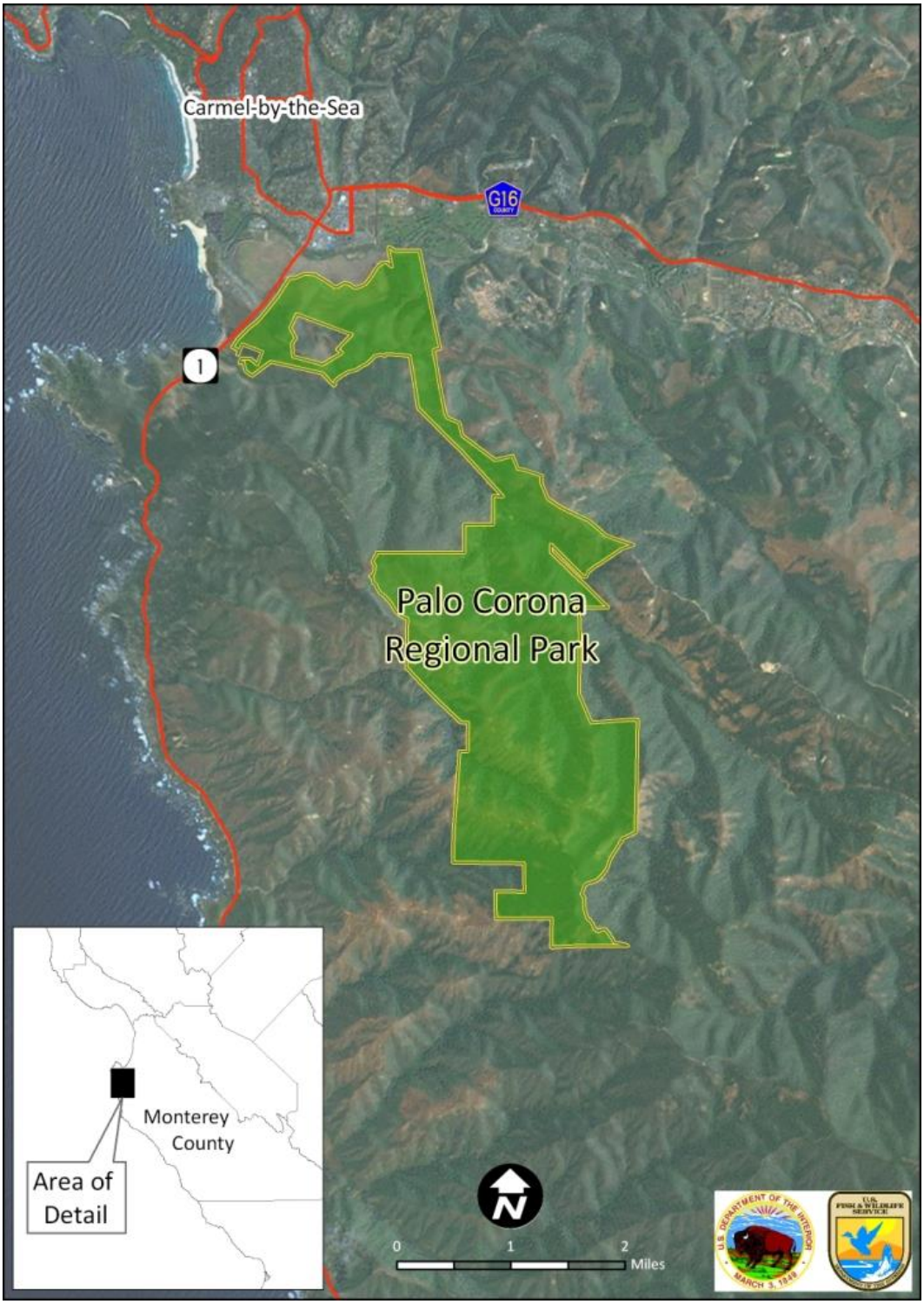


Figure 2. Suitable Habitat Occupied by California red-legged frog

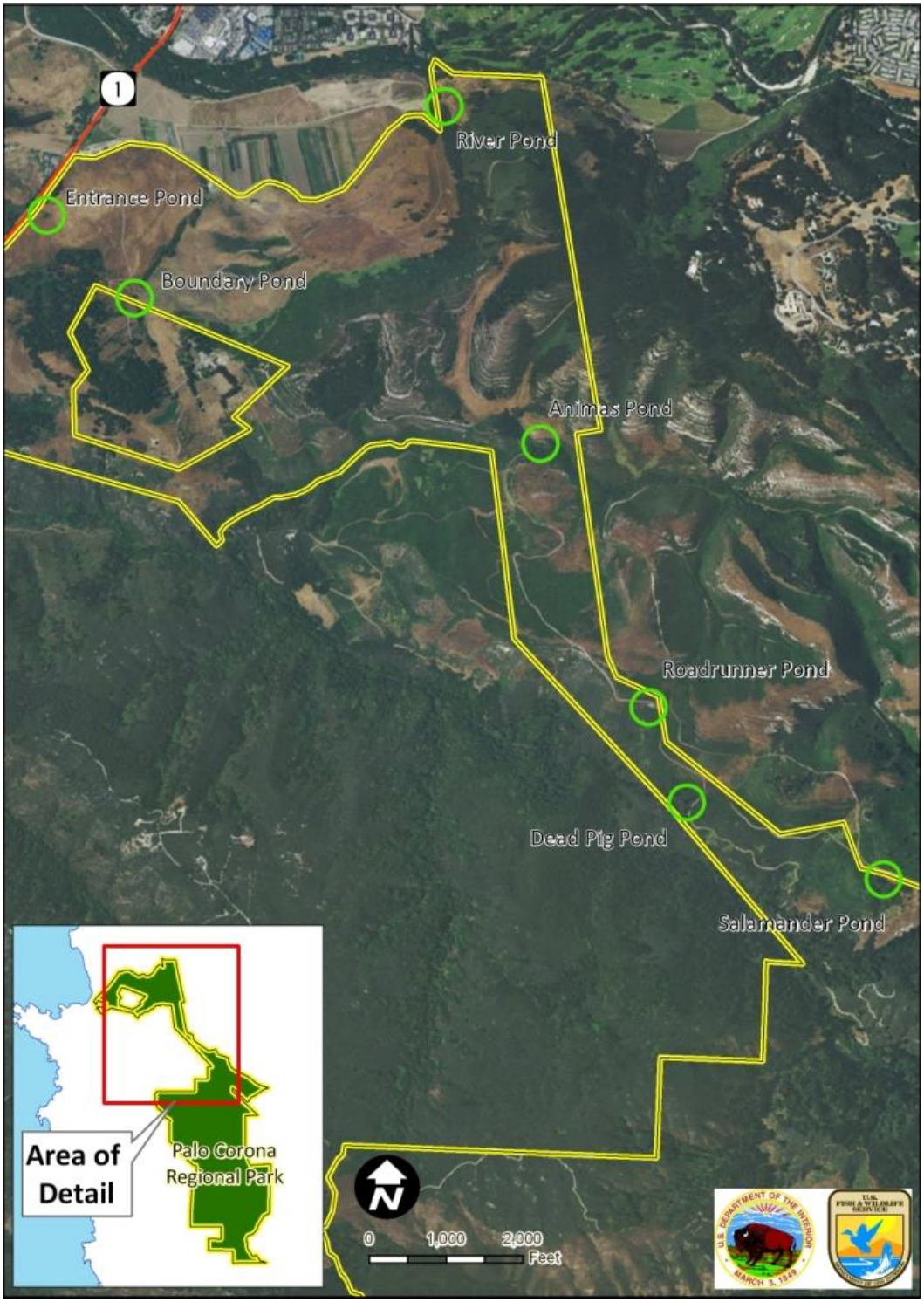


Figure 3. Suitable Habitat Occupied by California tiger salamander

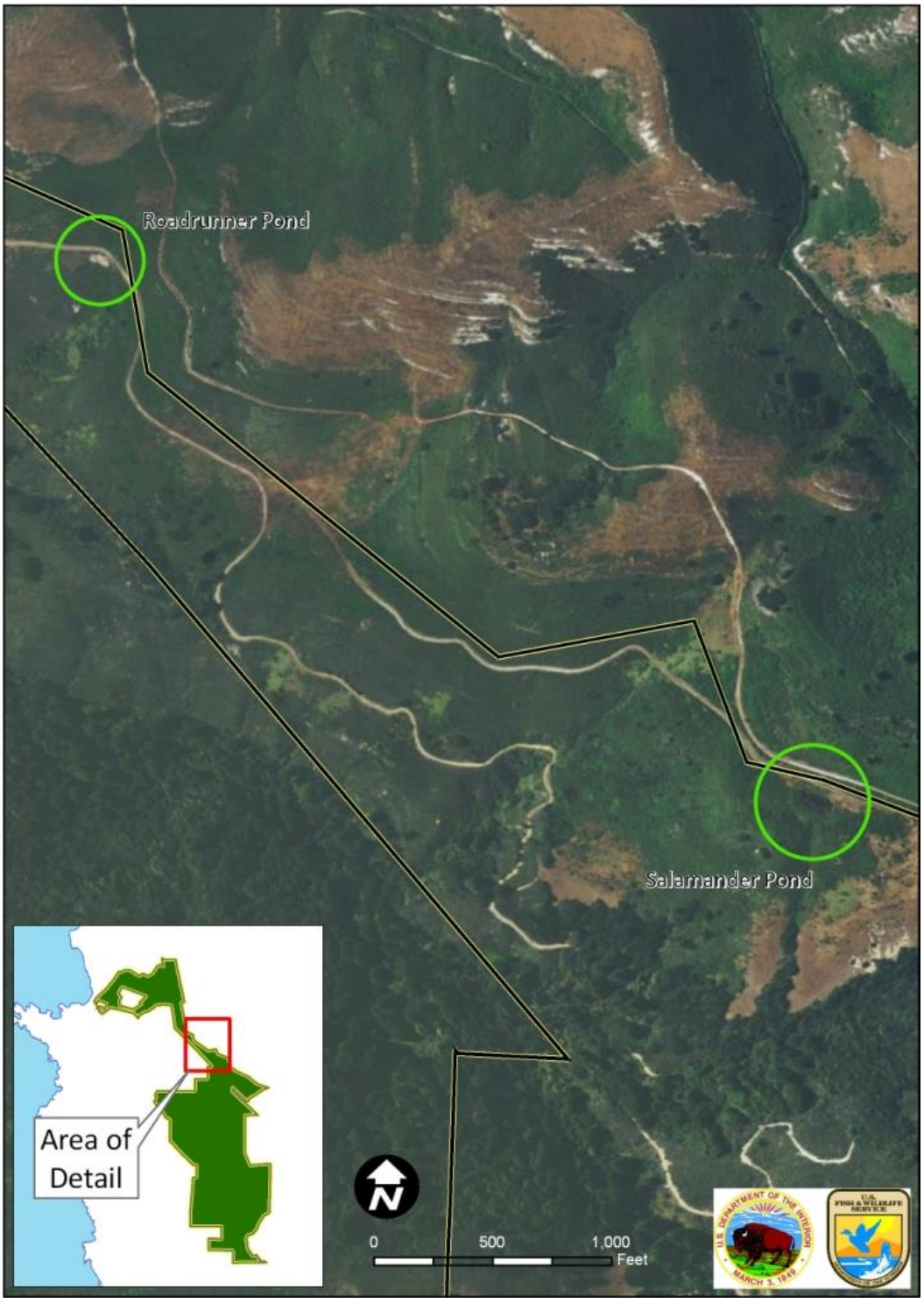


Figure 4. Suitable Habitat Occupied by Smith's blue butterfly

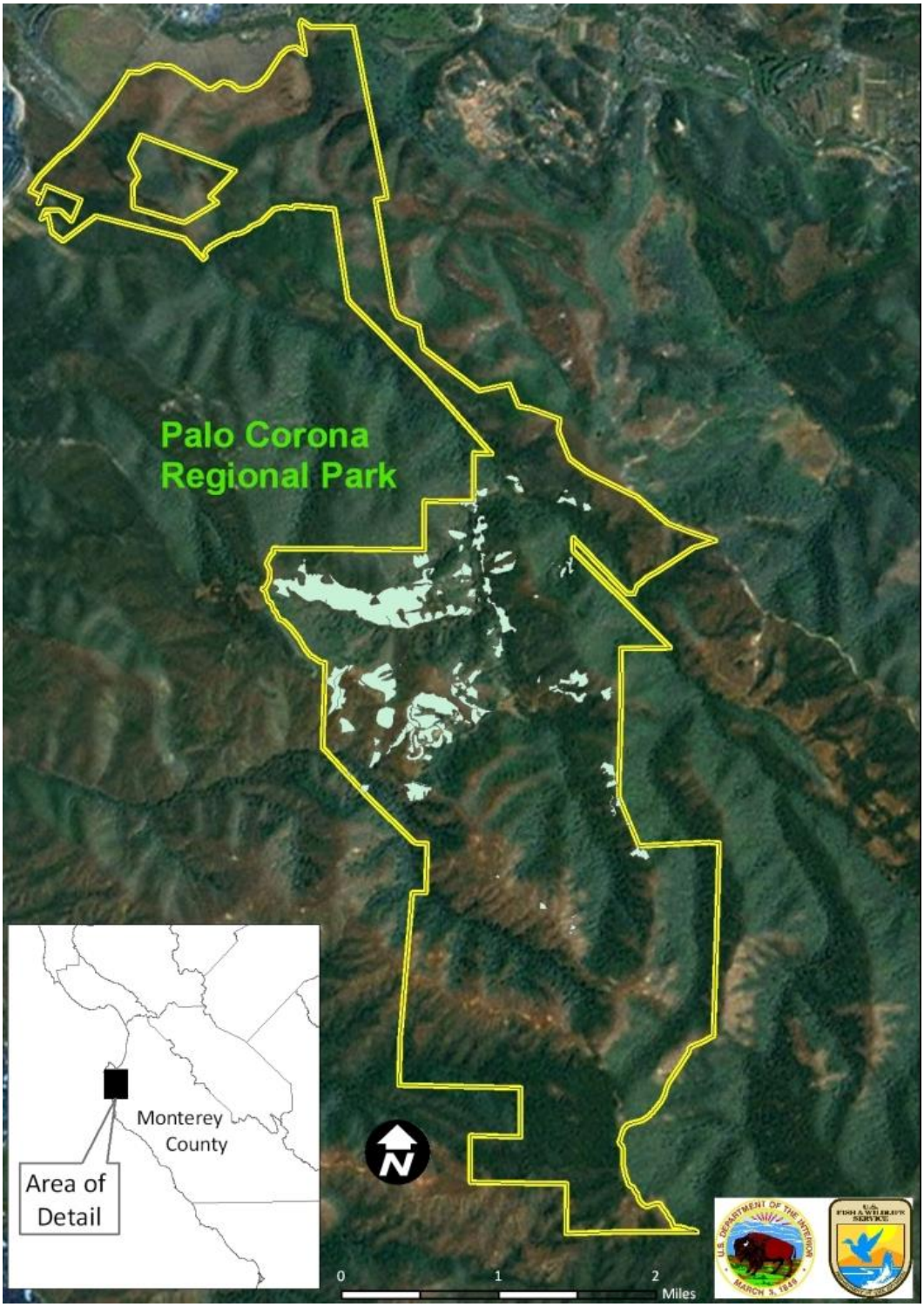
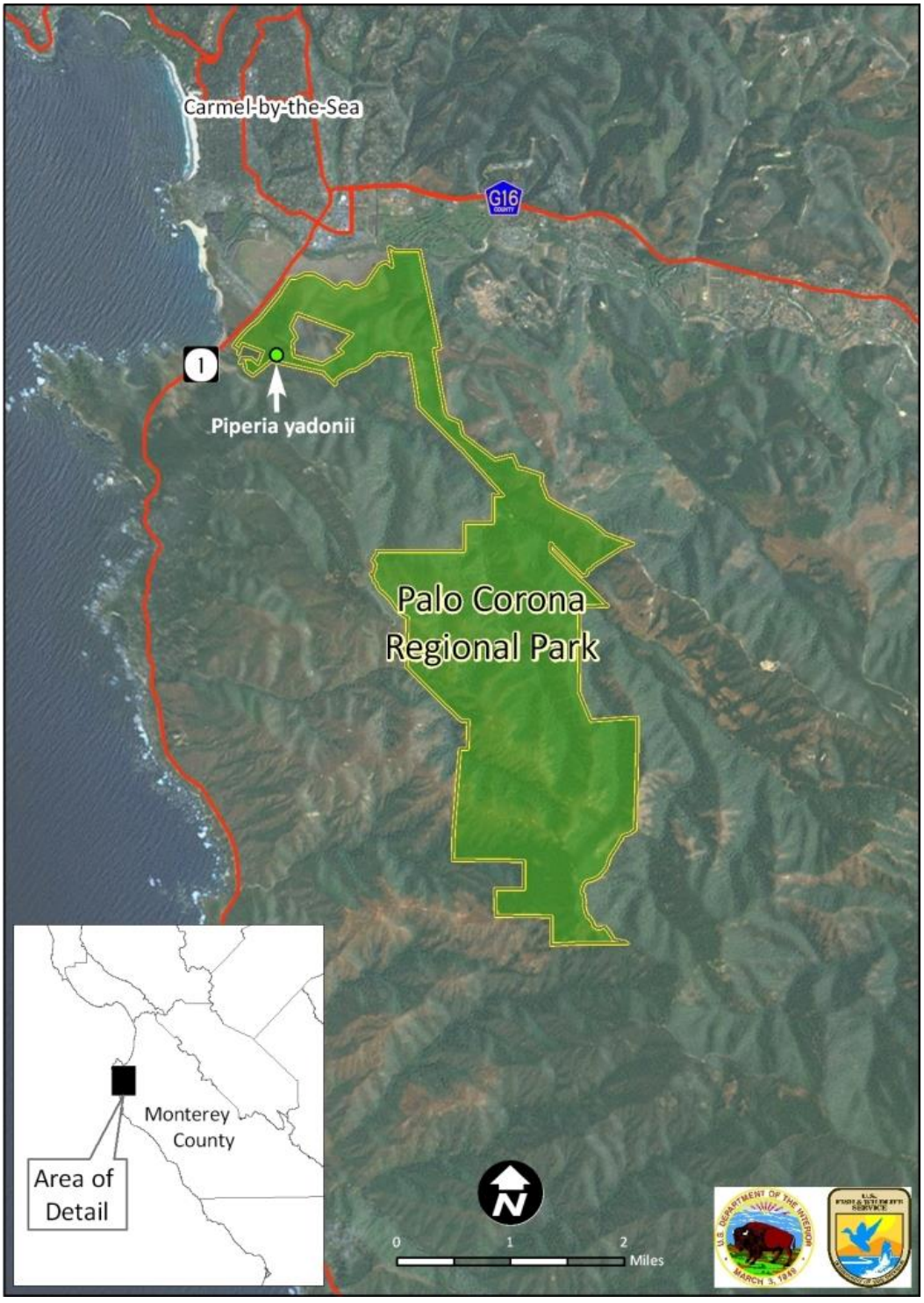


Figure 5. Suitable Habitat Occupied by Yadon's piperia



Attachment 1.

Annual Monitoring Report for Safe Harbor Agreement between the U.S. Fish and Wildlife Service and Monterey Peninsula Regional Park District

Permittee's Name: Monterey Peninsula Regional Park District

Permit Tracking Number: TE-41554A-0

Location: Palo Corona Regional Park, Monterey County, California

Agreement Approved by: Ventura Fish and Wildlife Office

Species: California red-legged frog, California tiger salamander, Smith's blue butterfly, and Yadon's piperia

Monitoring Program: Describe in general terms the monitoring program for the current year pursuant to Part 8 of the Safe Harbor Agreement. Annual reports are designed to provide information to the Service concerning the effects and effectiveness of the Agreement's conservation actions for the Permitted Species, as well as to determine if the conservation actions the Permittee undertakes meet the Service's Safe Harbor Policy "standard." The monitoring report will document any changes in the condition of individuals of the Permitted Species or their habitat over time and will denote whether the data provided is from the Permittee, a professional scientist, or other specific individual or entity. Photographs are helpful but may not be required.

Date Annual Report is Due: On or before November 1, for the prior calendar year

Date Annual Report was Received:_____

Date Annual Report was Reviewed:_____

Signature of Reviewer:_____

Printed Name and Phone # of Reviewer:_____

Management and Conservation Actions: Please write a summary of the actions taken to date and the results of the actions taken on each of the management and conservation actions (attach additional pages if necessary).

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement to be in effect as of the date that the Service issues the Permit.

U.S. Fish and Wildlife Service

By: Diane K. Noda _____ 12/9/11
Date

Field Supervisor, Ventura Fish and Wildlife Office

Monterey Peninsula Regional Park District

By: _____ 12.05.2011
Date

James M. Sulentich, General Manager

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

3-201
(1/97)

FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

MONTEREY PENINSULA REGIONAL PARK DISTRICT
60 GARDEN COURT #325
MONTEREY, CA 93940
U.S.A.

2. AUTHORITY-STATUTES
16 USC 1539(a)
16 USC 1533(d)

REGULATIONS
50 CFR 17.22
50 CFR 17.32

50 CFR 13

3. NUMBER
TE41554A-0

4. RENEWABLE	5. MAY COPY
☒ YES ☐ NO	☒ YES ☐ NO

6. EFFECTIVE	7. EXPIRES
12/09/2011	12/09/41

8. NAME AND TITLE OF PRINCIPAL OFFICER *(If #1 is a business)*
JAMES SULENTICH
GENERAL MANAGER

9. TYPE OF PERMIT
NATIVE ENDANGERED & THREATENED SP. SAFE HARBOR - E & T WILDLIFE

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
Palo Corona Regional Park is owned by the Monterey Peninsula Regional Park District.

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

☒ ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ISSUED BY	TITLE	DATE
Diane K Noda	FIELD OFFICE SUPERVISOR	12/9/11

D. All sections of Title 50 Code of Federal Regulations, §§ 13, 17.22, and 17.32 are conditions of this enhancement of survival permit (attached). If any such regulations are modified, any future action taken with respect to this permit must be in accordance with such regulations in existence at the time such action is taken, except as specifically otherwise provided for by law.

E. The authorization granted by this permit is subject to full implementation of, and complete compliance with the "Safe Harbor Agreement for California red-legged frog (*Rana draytonii*), California tiger salamander (*Ambystoma californiense*), Smith's blue butterfly (*Euphilotes enoptes smithi*), and Yadon's piperia (*Piperia yadonii*), at Palo Corona Regional Park, Monterey County, California" (Agreement), hereby incorporated by reference.

F. The Permittee, and its authorized officers, employees, contractors, and agents, are authorized pursuant to the Endangered Species Act of 1973, as amended, to incidentally take the federally threatened California red-legged frog (*Rana draytonii*), threatened California tiger salamander (*Ambystoma californiense*), and endangered Smith's blue butterfly (*Euphilotes enoptes smithi*) on the property subject to the Agreement (Enrolled Property). The Enrolled Property is Palo Corona Regional Park, Monterey County, California. This authorized take must be incidental to otherwise lawful covered activities in accordance with the Agreement, and as such activities are described in the Agreement. This permit authorizes the amount of incidental take of the California red-legged frog, California tiger salamander, and Smith's blue butterfly as such is described in the Agreement.

G. The Permittee is responsible for ensuring compliance with the Agreement and this permit by any authorized officer, employee, contractor, or agent while conducting covered activities. The Permittee must present and clearly explain all applicable provisions of the Agreement and this permit to all authorized officers, employees, contractors, or agents of the Permittee conducting activities covered under this permit. The Permittee must ensure that all avoidance and minimization measures are implemented as described in the Agreement.

H. All notifications and reports by the Permittee to the U.S. Fish and Wildlife Service (Service), as required herein and in the Agreement, must be provided to: Field Supervisor, U.S. Fish and Wildlife Service, Ventura Fish and Wildlife Office, 2493 Portola Road, Suite B, Ventura, California 93003; telephone (805) 644-1766.

I. The Permittee must notify the Service, in writing and by telephone, at least 60 days in advance of any planned activity that the Permittee reasonably anticipates will result in take of the California red-legged frog, California tiger salamander, and/or Smith's blue butterfly on the Enrolled Property, including a return of the Enrolled Property to the Baseline conditions, and provide the Service the opportunity to capture and relocate any individuals that could potentially be affected, if possible and appropriate.

J. The Permittee must notify the Service, in writing and by telephone, at least 60 days prior to any transfer of ownership so that the Service can attempt to contact the new owner, explain the Baseline responsibilities applicable to the Enrolled Property, and seek to interest the new owner in signing the existing Agreement or a new one to benefit listed species on the Enrolled Property.

K. The Permittee must notify the Service of new locations of California red-legged frogs, California tiger salamanders, or Smith's blue butterflies that are discovered within the area covered by the Agreement, and of the discovery of other listed species that are not covered by this permit, by telephone within 3 working days and in writing within 15 working days.

L. Upon locating any dead or injured California red-legged frog, California tiger salamander, or Smith's blue butterfly on the Enrolled Property, or individual of any other listed species, the Permittee must notify the Service by telephone and in writing as described in the Agreement. Discussion with the Service will determine the course of action.

M. The Permittee must meet all monitoring and reporting requirements as described in the Agreement, and must submit annual reports by November 1 following each year that this permit is in effect.

N. The Permittee is not required to obtain a new permit if there is a change in the legal individual or business name, or in the mailing address of the Permittee. The Permittee must notify the Service in writing and by telephone within 10 working days of such change.

O. The Permittee must refer to permit number TE41554A-0 in all correspondence and reports concerning permit activities. Any questions you may have about this permit should be directed to: Field Supervisor, U.S. Fish and Wildlife Service, Ventura Fish and Wildlife Office, 2493 Portola Road, Suite B, Ventura, California 93003; telephone (805) 644-1766.

Attachments