

Property #02136

Department of Fish and Wildlife Property Inventory Form

Parcel History # 822477

Property Name: Bolsa Chica Ecological Reserve

Region: 5 Area Class: ER

Property AKA:

MA Code: SFGERBOLS1

County: Orange

Other Counties:

Ag/Grazing Lease:

Purpose Coastal Wetlands

Summary Purpose: Coastal Wetland Habitat

Photos: ☒ NCCP: ☐ HCP: ☐ Management Plan: ☐ Plan Date:

PlanType:

NOD Date:

Location of Property: HWY 1, 2 MILES SOUTH OF SEAL BEACH

Grantor: STATE LANDS COMMISSION (SLC) # 8704.9

Fed.Grant #:

Manner Acquired: LEASE

Title Insurance: ☐

O and M Fund:

State Funds: Water Security, Clean Drinking Water, Coastal & Beach Protection (2002) (Prop 50)

Transaction Date: 5/11/2007

Federal Funds:

Parcel Name: LOWLANDS RESTORATION (MITIGATION PORTS OF LONG BEACH & L.A.)

WCB ProjectID: 2003344 WCB Project Name: Bolsa Chica Lowlands Restoration

Board Item Name: Bolsa Chica Lowlands Restoration, Orange County

Location: EAST SIDE OF HWY 1 FROM BOLSA CHICA STATE BEACH

Access: HWY 1 SOUTH OF WARNER AVE & HUNTINGTON HARBOR

Topographic Map: ☒ Quads: SEAL BEACHAcquisition Proposal: ☐ Proposal ID:Access Map: ☐ Aerial Map: ☐ SNA#:

Date digitized: 1/30/2018

Mitigation: ☒ Permit Type: OTHER

HCB Mit. #:

MT #:

PCA #:

Primary Purpose: Coastal Wetlands

Secondary Purpose: T&E Animals

Summary Purpose: Coastal Wetland Habitat

Property Mgmt: DFG-5

Mgmt Effective Date:

Mgmt Expiration Date

Scanned Date: 1/23/2018

Lease Effective Date: 8/24/2006

Lease Expiration Date 8/16/2039

Term: 33 Y

In Lieu Fee Date:

Handicap Access: ☐ Timber Rights:

Water Rights:

Mineral Rights:

Title 14 Designation Date: 4/27/1973

Easements:

Improvements:

Comment: OUTER BOLSA CHICA WETLANDS RESTORATION MITIGATION FOR EXPANSION OF PORTS OF LONG BEACH & L.A. COOPERATIVE PROJECT WITH 8 STATE & FEDERAL AGENCIES COSTING \$66,500 MILLION, WCB FUNDED \$10 MILLION. EXCLUDES INNER BOLSA.

Fire History:

State Land Cost: \$10,000,000.00

WCB Improvement Cost: \$0.00

Federal Cost:

Acquisition Cost:

Donation/Mitigation Value:

Other Cost: \$56,500,000.00

State Improvement Cost:

City/County Cost:

In-Lieu Fees: \$0.00

Total State Cost: \$10,000,000.00

Taxes:

County: Orange

Recorded Date 8/24/2006

Book:

Page:

Document #:

TR

Comments: LEASE NOT RECORDED. SLC CALENDAR ITEM HAS 948 ACRES. 11-18-2003 WCB MINUTES HAS 880 ACRES. SUBTRACTING 230 ACRES FROM SLC 4735 LEAVES 650 ACRES. REVIEW OF MAP SEEMS TO INDICATE 948 ACRE FIGURE IS INCORRECT.

Parcel Characteristic: 4020 SURFACE MANAGEMENT RIGHTS

Original Acres: 650.00

Current Acres: 650.00

Department of Fish and Game
Property Inventory Form

Property #: **02136**

Parcel History #: **822477**

APN: 00110-0016-0009	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0016-0011	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0016-0012	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0016-0025	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0016-0029	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0016-0030	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0017-0010	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0017-0011	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29
APN: 00110-0017-0049	Meridian: SBBM	Township: 05S	Range: 11W	Section: 32
APN: 00110-0017-0049	Meridian: SBBM	Township: 05S	Range: 11W	Section: 33
APN: 00110-0017-0049	Meridian: SBBM	Township: 06S	Range: 11W	Section: 04
APN: 00110-0017-0054	Meridian: SBBM	Township: 05S	Range: 11W	Section: 29

Last Update: 1/23/2018

Parcel Report

SPI-RE21 rev. 06/17/2015

Parcel History Number - 8202477

Parcel Series Number - 1

Parcel Information:

UCM Agency #: 3600 - FISH AND WILDLIFE, CA DEPT OF

Real Property #: 2136 - BOLSA CHICA ER

Group Type: 4 - LEASEHOLD/OTHER INTERESTS

Agency Parcel #: LOWLANDS RESTORATION

Original Acreage: 650.00

Current Acreage: 650.00

Last Update Date: 02/09/2018

Location:

Address:

City: 6841 - UNINCORP - ORANGE CO

Address2:

County: 30 - ORANGE

State: CA - CALIFORNIA

Zip:

Country: 1 - UNITED STATES

SPI Geocode: Lat: 33.695824

Long: -118.046210

Elev: 4

Public View: YES

Parcel Series Comment:

33 YEAR SLC LEASE NO. 8704.9 FOR TIDAL WETLANDS RESTORATION OF BOLSA CHICA LOWLANDS AS MITIGATION FOR EXPANSION OF PORTS OF LONG BEACH AND LOS ANGELES.
COST ESTIMATES FOR PROJECT IS \$66,500,000 WITH WCB PROVIDING \$10,000,000 FOR PROP 50.
COOPERATIVE PROJECT WITH EIGHT STATE AND FEDERAL AGENCIES.

Transactions:

Grantor: STATE LANDS COMMISSION

Transaction Date: 03/08/2010

Manner Acquired: 2000 - LEASE

Last Update Date: 03/08/2010

Instrument Date: 08/24/2006

Recorded Date:

Recorded Book:

Recorded Page:

Title Insured: N

Percent Ownership

Transaction Acreage

Purchase Price

Estimated Gift Value

Acquisition Cost

0%

650.00

\$0.00

\$0.00

\$0.00

Funding Source: 6031 - WATER SECTY, CLN DRNK WTR, CSTL BEACH PROT.

Multiple Funding: N

Document Number:

Fiscal Year: /

Transaction Totals:

Percent Ownership

Transaction Acreage

Purchase Price

Estimated Gift Value

Acquisition Cost

0%

650.00

\$0.00

\$0.00

\$0.00

Parcel Characteristics:

4000 - LEASEHOLD INTEREST

Commence Term:

End Term:

Last Update Date: 03/08/2010

Comments:

4030 - LEASEHOLD TERMINATION INFORMATION

Commence Term: 08/24/2006

End Term: 08/16/2039

Last Update Date: 03/08/2010

Comments:

Base & Meridian - Township - Range - Section:

SB-T05.0S-R11.0W-29

SB-T05.0S-R11.0W-32

SB-T05.0S-R11.0W-33

SB-T06.0S-R11.0W-4

Assessor Parcel Numbers:

00110-0016-009

Parcel Report

SPI-RE21 rev. 06/17/2015

Parcel: 8202477 - 1

- 00110-0016-011
 - 00110-0016-012
 - 00110-0016-025
 - 00110-0016-029
 - 00110-0016-030
 - 00110-0017-010
 - 00110-0017-011
 - 00110-0017-049
 - 00110-0017-054
-

Department of Fish and Wildlife - Land Property Card

Bolsa Chica Ecological Reserve		Property Number 02136	Parcel History Number 822477
Program Name: Reg 5 - SCR	Close of Escrow Date 8/24/2006	Escrow Number	

Document: LEASE

Grantor: STATE LANDS COMMISSION (SLC) # 8704.9

Acreage: 650

County: Orange

Agency: 3600	Fund: 0001	Chapter/FY	PCA	
Transfer No: T9193	PAR 1/2010	☐ Acquisition	☐ Land Cost	\$0.00
Comments:				

Total Cost:	\$0.00
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Lands Program Comments:

RETURNING THE TIDE

Pg 1 of 2

ENVIRONMENT:

Biologists hope dredging plan will bring back Back Bay wetlands.

By PAT BRENNAN
The Orange County Register
From Newport Beach

Santa Ana, CA
(Orange Co.)
Orange County
Register
(Cir. D. 307,776)
(Cir. S. 415,429)

APR - 4 1996

Allen's P. C. B. Est. 1888

Hheavy machinery is grinding away in Upper Newport Bay — not to destroy sensitive wetland habitat, but to create it.

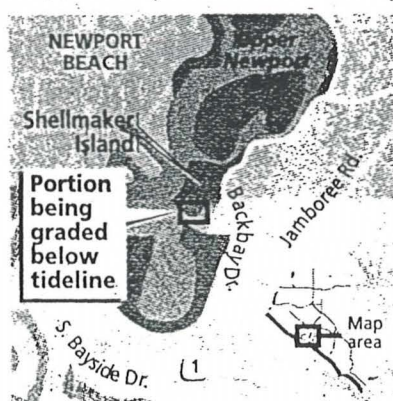
About 6,000 cubic yards of sand piled long ago atop a one-acre patch of Shellmaker Island is being scraped away to bring the land surface below the tide line. Biologists with the state Department of Fish and Game hope that nature will do the rest.

Restoring tidal action to the now-dry patch, the biologists say, should enable wetland plants to re-establish themselves and provide habitat for rare and endangered species.

Three earth-moving machines, including a bulldozer, are lifting and moving the sand to another part of Upper Newport Bay Ecological Reserve for use in constructing an educational amphitheater. The transfer should be finished by week's end.

"This kind of equipment you normally see destroying wetlands," John Scholl, Fish and Game's education coordinator, said Wednesday. "We're reintroducing a little of that coastal wetland native California once had."

Please see **WETLANDS Page 7**



The Orange County Register

WETLANDS: Success could lead to Bolsa Chica strategy

FROM 1

2444

Although the project is modest in size, it may provide a wealth of information about how wetland plants and animals recolonize barren ground. Ecologists from the University of California, Irvine, will be monitoring the re-growth, and students of all ages will be invited to take samples and draw their own conclusions.

The project also might provide a preview of another important restoration in Orange County's future: re-creation of tidal wetlands in the Bolsa Chica Ecological Reserve in Huntington Beach.

The Koll Co. owns that land and has pledged either to sell the Bolsa Chica wetlands for government-supervised restoration or restore 930 acres itself — in exchange for building 900 homes on 120 adjacent acres. Although the engineering in Bolsa Chica is likely to be far more complicated, Koll Vice President Lucy Dunn said reintroducing tidal flushing to the wetland is a key element of restoration plans.

The Koll wetland has suffered from decades of oil drilling and is currently cut off from the Pacific Ocean.

"Any local example that is successful is a good precedent and a learning tool for restoration at Bolsa Chica," Dunn said.

Frank Robinson of the conservation group Friends of the Upper Newport Bay said he welcomes any project that restores tidal flushing.

He said dredging for shells in the 1940s and 1950s — which gave Shellmaker Island its name — left piles of sand on what is really a peninsula jutting into the bay. The shells were ground up and used in chicken feed, Robinson said.

The \$20,000 to \$30,000 restoration project, paid for by a Newport Beach property owner and the Orange County Harbor Patrol, is meant to make up for wetland destruction in Newport Harbor because of the expansion of sea walls. Both had to find ways to mitigate the harbor wetland's destruction.

California has lost more than 90 percent of its coastal wetlands this century. Such habitats are considered essential for many rare and endangered species.

CAPITOL & CALIFORNI

www.sacbee.com/politics

Handing it back to Mother Nature

South state's biggest wetlands restoration at long last begins

By Laura Mecoy
BEE LOS ANGELES BUREAU

HUNTINGTON BEACH — Along this city's scenic shoreline, construction crews are driving piles, moving dirt and clearing the way for Southern California's largest-ever wetlands restoration.

On 600 acres of former marshland, workers are trying to re-create what was taken from Mother Nature in 1899, when the Bolsa Chica Hunting Club closed the land off from the sea to increase the number of ducks for its members.

The \$125 million restoration project under way today is a milestone in a 35-year fight to save Bolsa Chica Wetlands from development, and it is a har-

binger of what's to come for such environmentally valuable lands around the state.

"It's rather amazing all of this is happening," said lo-

cal activist and former California Coastal Commissioner Mel Nutter. "When I first started dealing with Bolsa Chica, we were talking about a marina and residential housing in the area that's being restored."

Sam Schuchat, California Coastal Conservancy executive officer, said the Bolsa Chica restoration is also a forerunner for the rest of the state's wetlands.

After decades of acquisition, most of the state's available wetlands are in public hands, and officials are developing plans for restoring them, he said.

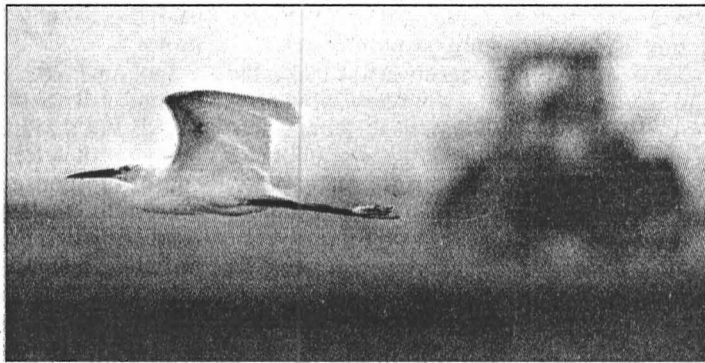
"Bolsa Chica is a harbinger of what the next 10 to 15 years will look like" in wetlands restoration, he said.

But the celebrations over this turning point in the state's wetland recovery efforts are tempered by continued concerns about housing construction on a mesa near Bolsa Chica and questions about whether engineers and earth-moving equipment can re-create what was lost here and around the state.

"We have destroyed so much of our wetlands that we don't have that much more to lose," said Marcia Hanscom, Wetlands Action Network executive director.

California leads the nation in the loss of wetlands, having paved over or plowed under nearly 90 percent of these ecologically important habitats.

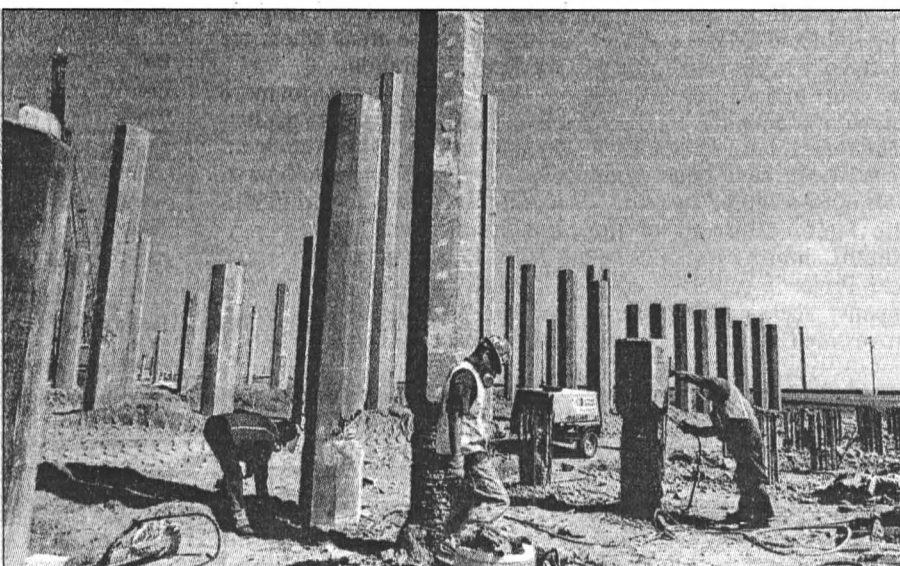
The Central Valley, where wetlands once covered 4 million acres, now has just 300,000 acres, according to the Cal-



An egret flies with a fishing line tied to its feet as a grader deposits sand to create a levee at Bolsa Chica. The \$125 million restoration is the culmination of a 35-year struggle to save the wetlands from development. It's also a harbinger of what's to come for the state's remaining wetlands.



A snowy egret, foreground, and a great blue heron hunt for food at the Bolsa Chica Wetlands, above. At left, workers remove the tops of pilings that will be used to build a bridge over a new inlet that is designed to restore ocean flows that were shut off in 1899 by the founders of the Bolsa Chica Hunt Club.



Kelsie Meyer, 8, of Fullerton looks for birds at Bolsa Chica Wetlands in the city of Huntington Beach.

"We are going to see a lot more birds. Fishing is going to get better, and the beaches will be cleaner."

Sam Schuchat

California Coastal Conservancy executive officer

Wetlands: Site was scorned as 'smelly swamp'

► FROM PAGE A3

Past federal laws and policies encouraged wetland destruction because these marshy areas were considered worthless swamp-land and breeding grounds for disease-carrying mosquitoes.

Then scientists discovered how important wetlands were to fish, wildlife and water quality, and laws were rewritten to protect them.

In Huntington Beach in the 1970s, longtime resident David Carlberg said most of his neighbors considered Bolsa Chica "that smelly swamp" and were eager to get rid of it.

But when a developer unveiled plans to build 5,700 new homes, several marinas and hundreds of acres of office buildings on the site, local residents organized "Amigos de Bolsa Chica" to fight the development.

Thus began an epic battle that raged through the courts and local, state and federal government for some 25 years.

"I call it the cycle of pain," said Jack M. Fancher, U.S. Fish and Wildlife Service Bolsa Chica project manager. "They would propose development, and that would meet opposition about development in wetlands regulated by the federal and state government. We did that three or four times."

Along the way, some 300 acres along Pacific Coast Highway were restored, leaving an additional 1,000 acres over which to fight.

Fancher said the "cycle of pain" finally ended in 1997, when the developer agreed to sell most of the remaining wetlands to the state.

The state and federal government spent several more years

planning the restoration. Ground was broken on the project in October, and the current phase is supposed to be finished next July.

An additional 250 acres will have to wait for the oil reserves beneath it to be pumped dry before the land is restored. Fancher said that could take 20 to 30 years.

For local residents and state officials who have devoted years of their lives to the Bolsa Chica battle, the restoration is a miraculous event.

"This is a 35-year success story," said Jim Trout, the State Lands Commission's project coordinator. He began working on the project in 1970, when the state launched its successful fight to hold on to 343 acres of tideland that were restored in 1978.

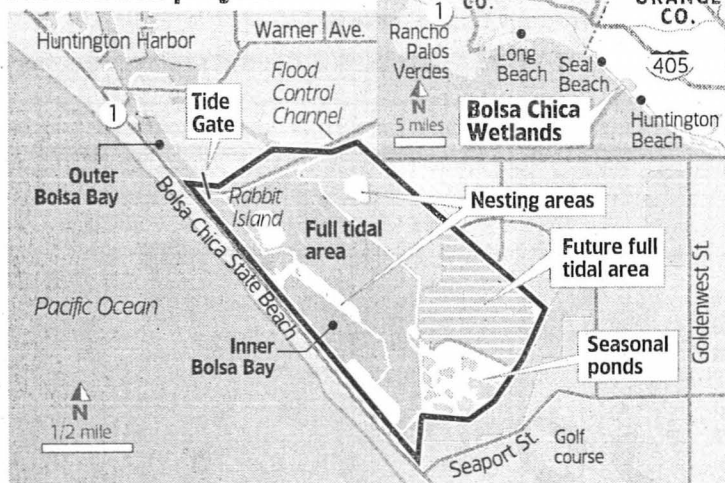
He said the current restoration is being paid for with \$79 million that the ports of Long Beach and Los Angeles paid in exchange for harbor infill construction. An additional \$30 million comes from voter-approved state bonds, and the rest of the \$125 million price tag is being paid with interest from the ports' money and grants from other agencies.

Nearly 40 percent of the cost is tied to the construction of an inlet from the ocean to restore tidal flows to the landlocked basin for the first time in a century. A bridge will be built over the inlet so traffic can continue to flow along the Pacific Coast Highway.

Work crews will also build three nesting islands for endangered and threatened birds, and create a "muted tidal" area where mud flats will be exposed at low tide.

While activists are thrilled to see the construction under way, they're still upset about the

Bolsa Chica Wetlands restoration project



Source: U.S. Fish and Wildlife Service

Sacramento Bee/Sharon Okada

Coastal Commission's approval in April of the construction of 349 homes on 105 acres overlooking the wetlands restoration area.

Hanscom, the Wetlands Action Network's executive director, said construction will drive out coyotes and other creatures that live on these uplands, eliminating natural predators that are an essential part of the ecosystem.

Schuchat, the conservancy's executive officer, said budget constraints limit the government's ability to purchase all the surrounding wetland properties, despite officials' desire to create more "habitat mosaics with more wildlife linkages."

Hanscom also questioned the creation of an inlet that will require frequent dredging to remove built-up sand, and she said no one is adequately assessing how best to protect endangered and threatened species.

Fancher, who is overseeing the project for the federal government, emphatically defended it, saying state and federal agencies considered a wide range of options before agreeing on the current restoration plan.

"The reason I am so confident is because we have been doing this for quite a while," he said.

Eric Stein, chairman of the Southern California Wetlands Recovery Project's scientific advisory panel, also said it's impossible to restore California wetlands

to what they were before human-kind intruded.

Bolsa Chica, for instance, was once part of thousands of acres of wetlands stretching along north Orange County's coasts.

Today, it's just a remnant of those wetlands, hemmed in by homes on three sides.

But Hanscom said public officials aren't seeking the best possible wetlands restoration. In particular, she said the Coastal Conservancy, which oversees much of the restoration in the state, isn't fulfilling its watchdog role.

"It is a disturbing trend," she said. "The Coastal Conservancy ... is like the fox guarding the hen coop. They are supposed to be regulating things, but they don't seek the highest level of protection."

Schuchat said the conservancy seeks input from other agencies, scientists and the public on all its restoration projects.

"I readily admit it's an imperfect world," he said. "But we are going to see significant, tangible change in these areas where we are doing restoration."

"We are going to see a lot more birds. Fishing is going to get better, and the beaches will be cleaner. ... Ten to 15 years from now, these places will feel different and look different."

■ ■ ■

The Bee's Laura Mecoy can be reached at (310) 546-5860 or lmecoy@sacbee.com.

13. Bolsa Chica Lowlands Restoration, Orange County

\$10,000,135.00

Mr. Wright reported that this proposal was to consider an allocation for a cooperative project with the State Lands Commission (SLC) for a wetland restoration project located in Huntington Beach, Orange County, on the SLC property immediately adjacent to the Department of Fish and Game's (DFG) Bolsa Chica Ecological Reserve. The partners in this proposal include the DFG, California Resources Agency, SLC, California Coastal Conservancy, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, National Marine Fisheries Service, U.S. Environmental Protection Agency and the Ports of Los Angeles and Long Beach. Ms. Bonnie Turner briefly described the project and its location.

The project is the restoration of 880 acres including 366.5 acres of full tidal wetlands and 200 acres of muted tidal wetlands. The project is designed to implement a comprehensive wetland habitat plan to benefit shorebirds, waterfowl, coastal seabirds, marine fishes and a full spectrum of coastal ecosystem biota.

Historically, Bolsa Chica was part of an extensive tidal marsh, including a mosaic of vegetated salt and brackish marsh, with associated tidal embayments, sloughs and mudflats. In 1899, Bolsa Chica was diked to prevent tidal exchange in order to manage the resultant ponds as a waterfowl hunting club. Subsequently, the site was further altered by filling, oil extraction activities and flood control facilities, and surface and subsurface hydrologic modifications. The surrounding area was also developed for a variety of uses, including extensive residential and commercial development. Bolsa Chica still contains a significant fraction of the historical marsh system, but its wetland and aquatic functions have been degraded from those that existed historically.

The purpose of the proposed project is to restore wetland and aquatic functions at Bolsa Chica as oil extraction is phased out and after contamination is removed. Relevant State and federal agencies have assessed the extent of contamination. The oil company currently operating at the site will clean up oil-related contamination and the former owner, Hearthside Homes, will clean up the non-oil contamination in the lowlands before restoration begins.

In 1996, eight State and federal agencies including the California State Lands Commission, U.S. Environmental Protection Agency, the Department of Fish and Game, the U.S. Fish and Wildlife Service, the California Coastal Conservancy, National Marine Fisheries Service, the California Resources Agency, the U.S. Army Corps of Engineers and the Ports of Los Angeles and Long Beach entered into an interagency agreement to establish a project for wetlands acquisition and restoration at the Bolsa Chica Lowlands. The Agreement addresses the acquisition of approximately 880 acres, the restoration of wetlands and habitat

areas in the lowlands including full tidal and managed tidal habitat, monitoring activities to determine the condition of the restored habitats and the necessary management of the project features.

The goal of the Bolsa Chica Lowlands Restoration Project is to retain and, to the extent desirable and feasible, enhance existing fish and wildlife resources. It is intended that the restored ecosystem be naturalistic, biologically diverse, productive and estuarine in nature. The ecosystem shall be predominantly saltwater-influenced but will also incorporate biologically beneficial freshwater influence. Some of the planning objectives for the project include:

- Overwintering habitat for migratory shorebirds, seabirds and waterfowl shall be enhanced.
- Nesting habitat for migratory shorebirds and seabirds shall not be diminished and shall be expanded, where feasible.
- Habitat for estuarine and marine fishes shall be expanded and species diversity shall be increased.
- Nesting and foraging conditions for State and federal endangered species shall not be adversely affected, and in addition, the project shall contribute to the recovery of the light-footed clapper rail, California least tern, western snowy plover, and Belding's savannah sparrow.
- The mix of habitat types shall include perennial brackish ponds, seasonal ponds/sand flats, pickleweed flats, cordgrass intertidal zone, unvegetated intertidal mudflat and marine subtidal soft bottom.
- Allowable public uses shall include nonintrusive recreation activities focused on peripheral areas, interpretive information and trails.

Cost estimates for this project, which have been reviewed by staff, are as follows:

Description:	Estimated Costs
Wetland construction	\$35,500,000
Inlet construction	8,000,000
Pacific Coast Highway construction	14,000,000
Construction Management	5,000,000
Monitoring and Evaluation	4,000,000
TOTAL ESTIMATED COST:	\$66,500,000

Proposed Funding Breakdown:	
Wildlife Conservation Board	\$ 10,000,000
Other Partners	56,500,000
TOTAL AVAILABLE FUNDING:	\$66,500,000

In addition to the costs listed above, an additional \$135.00 will be required for Department of General Services' review costs, bringing the allocation necessary

for the Board's portion of the project to \$10,000,135.00. The Department of Fish Game has reviewed this proposal and recommends it for funding by the Board. The State Lands Commission has completed the appropriate notice to satisfy California Environmental Quality Act requirements and has obtained or will obtain all necessary permits.

Ms. Bonnie Turner reported that Mr. Jim Trout, Project Manager from the State Lands Commission, was in the audience should there be any questions.

Mr. Wright reported that the Board received a letter of support from Amigas de Bolsa Chica.

Mr. Flores asked if there were any other comments or questions. There were none.

Staff recommended that the Board approve this project as proposed; allocate \$10,000,135.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Prop. 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned.

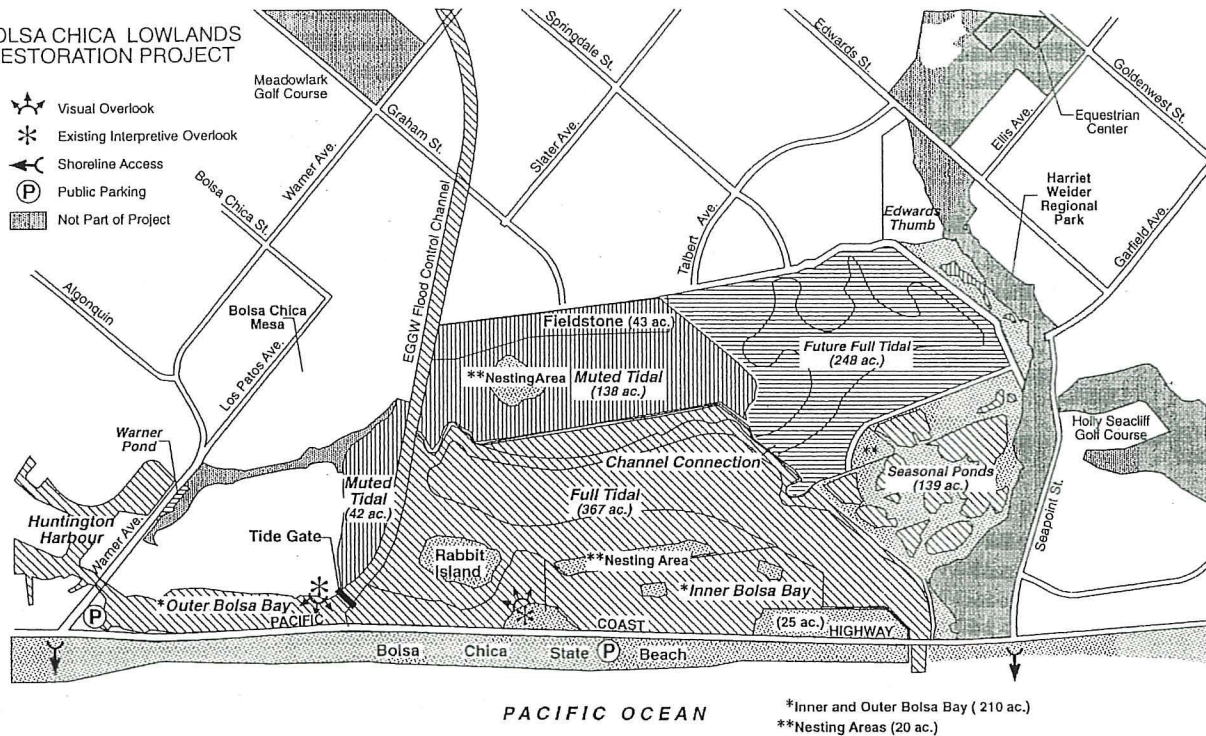
It was moved by Mr. Fred Klass that the Board approve this project as proposed; allocate \$10,000,135.00 from the Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Prop. 50), Section 79572(a); authorize staff to enter into appropriate agreements necessary to accomplish this project; and authorize staff and the Department of Fish and Game to proceed substantially as planned. Motion carried.

NO SCALE

SITE

BOLSA CHICA LOWLANDS RESTORATION PROJECT

- ★ Visual Overlook
- * Existing Interpretive Overlook
- ↔ Shoreline Access
- (P) Public Parking
- ▨ Not Part of Project



Bolsa Chica Wetlands Steering Committee

BOLSA CHICA LOWLANDS RESTORATION PROJECT

NO SCALE

LOCATION



This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties, and is not intended to be, nor shall it be construed as a waiver or limitation of any State interest in the subject or any other property.

Exhibit A

W 26166

CALIFORNIA DEPARTMENT
OF FISH AND GAME

BOLSA CHICA
ORANGE COUNTY



Memorandum

JUL 02 2010

DFG
DIRECTOR'S OFFICE

Date: JUL 01 2010

To: John McCamman, Director
Department of Fish and Game

From: Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, CA 95811-7137
(916) 445-8448 Fax (916) 323-0280

Subject: Bolsa Chica Ecological Reserves Lowlands Restoration

The above restoration project was approved for funding by the Wildlife Conservation Board and has been completed. The pertinent information regarding this project is as follows:

Project ID: 2003344

Agreement No.: WC-5033BT

Type of Agreement: Interagency

WCB Approval Date: November 18, 2003

Agreement Expiration Dates: November 16, 2006

Final Inspection Date: August 24, 2006

Funds Allocated: \$10,000,000.00

Funding Source: Water Security, Clean Drinking Water, Coastal and Beach
Protection Fund of 2002 Section 79572(a)

Grantee: State Lands Commission

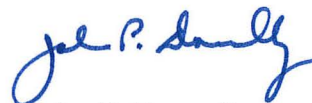
Landowner(s): State Lands Commission

Management entity: Department of Fish and Game

General Location: The project on the Bolsa Chica Ecological Reserve, along Pacific Coast Highway, about 2 miles north of Warner Avenue, Orange County.

Type and amount of habitat involved: 880 acres of Bolsa Chica Lowlands to be restored to tidal wetlands.

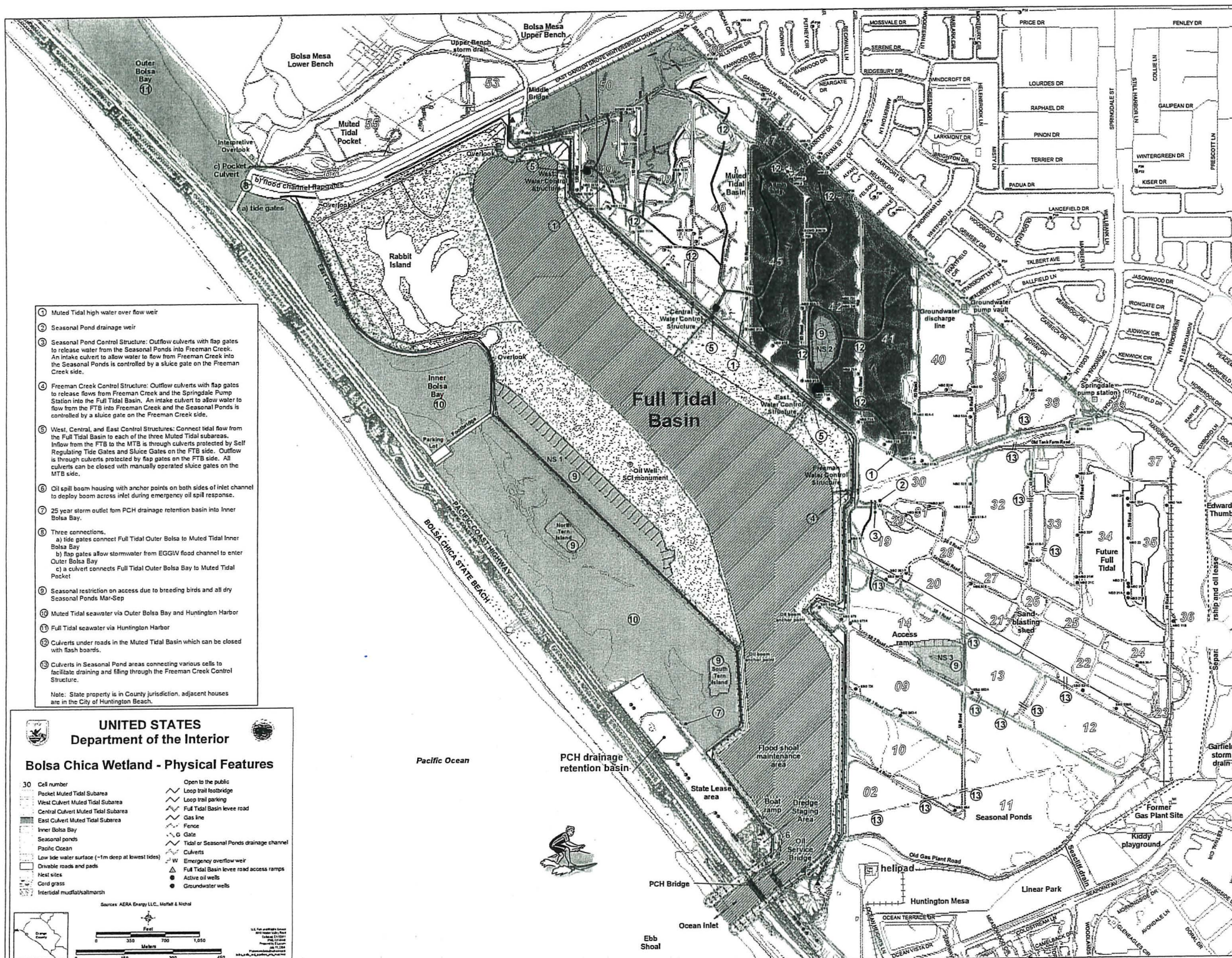
Project Purpose & Remarks: Working since 1996 when the land was acquired by SLC, eight federal and state agencies prepared a Restoration Plan to restore existing degraded and former oil fields into full tidal and muted tidal coastal wetlands adjacent to the existing Bolsa Chica Ecological Reserve, creating 880 acres of coastal wetlands.



John P. Donnelly
Executive Director

Attachments

cc: Ed Pert, Regional Manager
DFG, South Region - w/attach (final photos)
Sharon Taylor, Lands Inventory Manager
Wildlife Branch, Lands Program - w/attach (final photos)
Mike Snyder, DFG, Business Management Branch
Budget Officer, WCB
Database Manager, WCB





Bolsa Chica Restoration Project – September 2006 Open Inlet after Breach was completed.

CALENDAR ITEM

C58

A Statewide

10/13/16
C2016-033
Bid Log 2016-07
W 25306A
W. Hall
A. Abeleda

S Statewide

**CONSIDER DELEGATING AUTHORITY TO THE EXECUTIVE OFFICER TO
EXECUTE AGREEMENTS AND AUTHORIZE EXPENDITURES FROM KAPILOFF
LAND BANK FUNDS FOR THE MANAGEMENT OF THE BOLSA CHICA
LOWLANDS RESTORATION PROJECT FOR BUDGET FISCAL YEAR 2016-2017**

PARTIES:

California Department of Fish and Wildlife

California State Lands Commission

PROJECT BACKGROUND:

Historically, thousands of acres of highly productive saltwater and freshwater marshes extended from Anaheim Bay to the Huntington Beach bluffs, including 2,700 acres of the Bolsa Chica Lowlands. These wetlands were a vital part of the coastal ecosystem and were used extensively by native and migrating birds, as nursery areas for juvenile marine fishes and by Native Americans. Today, 90 percent of California's historic coastal wetlands have been lost, primarily due to development.

Between 1996 and 2005, the California State Lands Commission (Commission) acquired approximately 950 acres of restorable wetlands at Bolsa Chica as part of a project to mitigate adverse impacts of fill at the Ports of Long Beach and Los Angeles (Ports). In 1996, the Commission along with seven other state and federal agencies (Managing Agencies) undertook the planning, design, environmental review and restoration construction of these wetlands, as the Bolsa Chica Lowlands Restoration Project (Project). Including the land acquisition, approximately \$151 million has been invested in the restoration and operation of the Project. Most of the funding has come from the Ports along with \$20 million in Proposition 40 and 50 grant funds through the Wildlife Conservation Board and California State Coastal Conservancy. Restoration of

CALENDAR ITEM NO. **C58** (CONT'D)

the wetlands began in October 2004 and was largely completed in 2006 with the opening of a new tidal inlet.

As part of permit approvals for the restoration, the California Coastal Commission and U.S. Army Corps of Engineers imposed conditions requiring monitoring and reporting of the restored wetlands for at least 10 years. The Managing Agencies continue to provide oversight for the operations and management of the Project. The Commission contracts with various parties to provide services for the ongoing operations and management of the Project.

PROPOSED ACTIVITY:

The Executive Officer requests authority to execute agreements for Budget Fiscal Year 2016-2017. Item 1 below is an existing agreement requiring renewal; Item 2 would be to solicit bids, award, and execute an agreement to replace an existing contract that is expiring for similar services:

1. California Department of Fish and Wildlife Contract No. C2016-033

In 2006, the Project lands were leased for 33 years to the California Department of Fish and Wildlife (CDFW) for long-term operation and management. In conjunction with the lease, the Commission also entered into an Interagency Agreement with CDFW to provide funding for the performance of its responsibilities as land manager for the Project. The term of the current Interagency Agreement expired on June 30, 2016. A new Interagency Agreement is now necessary to continue providing funds to CDFW. The proposed agreement would be for 3 years ending on June 30, 2019. The total cost of the agreement is estimated not to exceed \$900,000.

2. On-Call Repair and Maintenance Services Bid Log No. 2016-07

Solicit for a contractor to provide routine on-call maintenance services such as grading and repairing erosion of levees, berms and structures, grading of levee-top roads and dredge-launching area, and other work. The proposed agreement would be for 3 years ending on October 25, 2019. The total cost of the agreement is estimated at \$800,000.

All agreements will be consistent with State policies and procedures as specified in the State Administrative Manual and State Contract Manual. All agreements are subject to sufficient availability of funds designated specifically for the Project in the Kapiloff Land Bank Fund. Multi-year agreements are subject each year to

CALENDAR ITEM NO. **C58** (CONT'D)

certification of the availability of funds. As of June 30, 2016, unencumbered Project funds for operations and maintenance totaled approximately \$2.8 million.

STAFF ANALYSIS AND RECOMMENDATION:

Authority and Other References:

Public Resources Code section 6106 (delegation to execute written instruments); State Administrative Manual section 1200 et seq.; State Contracting Manual (revised 04/2015); Public Contract Code section 10108 (Commission authority for Public Works Projects); Public Contract Code section 10335 et seq. (consulting services contracts)

Public Trust and State's Best Interests Analysis:

The Bolsa Chica Lowlands Restoration Project is a valuable ecological and Public Trust resource. The Project created new habitat for a variety of vegetative, invertebrate, fish, and avian species, including 22 endangered and sensitive species. It provides habitat for 65 fish species, including nursery habitat for spawning and juvenile fish, as well as commercially important species such as California halibut and white sea bass. Extensive eelgrass meadows support resident fish species, provide egg-laying substrate, and protection for breeding species.

The Project wetlands is also a critical stop for migrating shorebirds on the Pacific Flyway, and provides foraging habitat for over 70 avian species. With the introduction of tidal influence, the mudflats created by the restoration provide a rich invertebrate community of over 55 marine species and a good food source to these birds. Over 10,000 shorebirds have been observed on the restored mudflats during a single survey. The project created three nesting sites for the threatened Western Snowy Plover and endangered California Least Tern, and has been designated a Critical Habitat for the Western Snowy Plover. Green sea turtles forage within the tidal wetlands, and the California sea lions occasionally enter to feed on fish.

Educational groups, non-profit organizations and the general public frequent the site throughout the year to learn about wetland habitats, photograph wildlife, hike or fish in designated areas, and enjoy the wetland open space. With 20 access points and two adjacent parking lots, as many as 400 members of the general public access the wetlands on any given day. Special events and organizations such as the Amigos de Bolsa Chica provide additional educational and public out-reach programs

CALENDAR ITEM NO. **C58** (CONT'D)

throughout the year, bringing an estimated public visitation of more than 80,000 people per year to the Bolsa Chica Lowlands.

The two agreements that are being requested play a critical role in the maintenance and operations of the Project. The interagency agreement with CDFW provides for day-to-day on-site project management and monitoring activities by CDFW staff. The on-call repair and maintenance services agreement will allow for repair and maintenance of levees, berms, and other structures on an as-needed basis, thereby protecting the structural integrity of the restoration project. Therefore, the recommended actions will protect and enhance the Project and are in the best interests of the State.

OTHER PERTINENT INFORMATION:

1. This action is consistent with Strategy 1.2.4 of the Commission's Strategic Plan to prioritize the use of sovereign lands, where appropriate, for open space, wetlands, riparian habitat and habitat preservation, restoration, and enhancement, including through habitat management plans, mitigation agreements with public agencies, private parties, and other conservation efforts, consistent with applicable law.
2. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301.

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15300.

3. This activity involves lands which have NOT been identified as possessing significant environmental values pursuant to Public Resources Code section 6370 et seq.; however, the Commission has declared that all lands are significant by nature of their public ownership (as opposed to environmentally significant). Since such declaration of significance is not based upon the requirements and criteria of Public Resources Code section 6370 et seq., use classifications for such lands have not been designated. Therefore, the finding of the project's consistency with the use classification as required by California Code of Regulations, title 2, section 2954 is not applicable.

CALENDAR ITEM NO. **C58** (CONT'D)

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 1, Existing Facilities; California Code of Regulations, title 14, section 15301.

AUTHORIZATION:

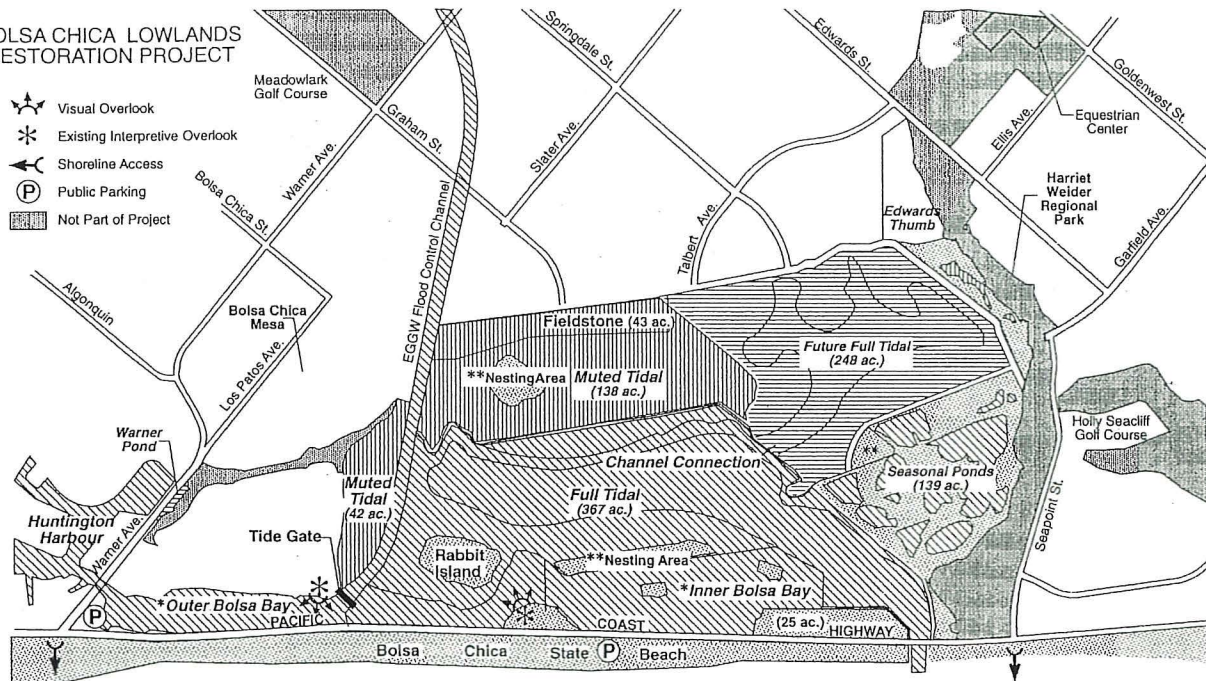
1. Find that the Commission is acting in its capacity as Land Bank Trustee under the Kapiloff Land Bank Act, Public Resources Code section 8600 et seq.
2. As Trustee of the Kapiloff Land Bank Fund, authorize expenditures from the fund for the purpose of continued operation and management of the Bolsa Chica Lowlands Restoration Project using the funds held in trust for such purposes, and such other funds that may become available for the same purposes.
3. Authorize the Executive Officer or her designee to execute the Interagency Agreement with the California Department of Fish and Wildlife described herein in accordance with current State policies and procedures.
4. Authorize the Executive Officer or her designee to solicit bids for on-call repair and maintenance services as described herein, award, and execute a contract with the qualified bidder in accordance with competitive bidding requirements of the Public Contract Code and current State policies and procedures.

NO SCALE

SITE

BOLSA CHICA LOWLANDS RESTORATION PROJECT

- ★ Visual Overlook
- * Existing Interpretive Overlook
- ↔ Shoreline Access
- (P) Public Parking
- ▨ Not Part of Project



Bolsa Chica Wetlands Steering Committee

BOLSA CHICA LOWLANDS RESTORATION PROJECT

NO SCALE

LOCATION



This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties, and is not intended to be, nor shall it be construed as a waiver or limitation of any State interest in the subject or any other property.

Exhibit A

W 26166

CALIFORNIA DEPARTMENT
OF FISH AND GAME

BOLSA CHICA
ORANGE COUNTY



CALENDAR ITEM

C18

A 67

S 35

08/24/06

W 26166

J. Trout

J. Brown

**CONSIDER EXECUTION OF AN INTERAGENCY AGREEMENT,
ISSUANCE OF GENERAL LEASE - PUBLIC AGENCY USE, AND
EXPENDITURE OF KAPILOFF FUNDS**

APPLICANT/PARTIES:

California Department of Fish and Game
1416 Ninth Street, 12th Floor
Sacramento, CA 95814

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825

AREA, LAND TYPE, AND LOCATION:

948 acres, more or less, of Public Trust lands in the Bolsa Chica lowlands,
Orange County.

AUTHORIZED USE:

Management, operation and maintenance of the Bolsa Chica Lowlands
Restoration Project.

LEASE TERM:

33 years, beginning August 24, 2006.

CONSIDERATION:

The public use and benefit with the state reserving the right to fix a different rent
periodically during the lease term, as provided in the lease.

SPECIFIC LEASE PROVISIONS:

Applicant shall comply with the provisions of the Interagency Agreement for the
management, operation and maintenance of the Bolsa Chica Lowlands
Restoration Project.

CALENDAR ITEM NO. C18 (CONT'D)

OTHER PERTINENT INFORMATION:

1. On August 17, 1973, the Commission authorized a lease of 327.5 acres to the California Department of Fish and Game (DFG) to manage the Bolsa Chica Ecological Reserve (Reserve), which is adjacent to the proposed project.
2. In 1996, the Commission and seven other State and federal agencies (the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service (USFWS), the U.S. Environmental Protection Agency, the National Marine Fisheries Service, the California Resources Agency, California Coastal Conservancy and the California Department of Fish and Game (DFG)) signed an Interagency Agreement to buy, plan, design, construct and maintain the Bolsa Chica wetlands to mitigate the impacts of expanding facilities for the Ports of Los Angeles and Long Beach (Ports). The Ports contributed \$79.6 million for the purchase of the Bolsa Chica lowlands and for the Restoration Project (Project), and in exchange, the Ports received environmental mitigation credits. The California Coastal Conservancy contributed an additional \$1.5 million (which includes a \$500,000 grant from the USFWS). A grant of \$10 million from Proposition 40 funds was provided by the Wildlife Conservation Board and an additional \$10 million has been approved by the California Coastal Conservancy. The Ports purchased additional mitigation credits for a further \$22.8 million. Funding of the Project from all sources is more than \$148 million including earned interest. These funds have been placed in the Kapiloff Land Bank Fund for the purpose of completing the Project. The Project has been directed by a federal/state agency steering committee of representatives from each of the Interagency Agreement participants mentioned above. The USFWS is completing oversight management of the construction contract.

At its meeting on February 12, 1997, the Commission authorized the purchase of approximately 880 acres of the Bolsa Chica lowlands from the Signal Bolsa Corporation, a subsidiary of Koll Real Estate Group. At that same meeting, the Commission authorized the acceptance of an approximately 25-acre parcel from the Bolsa Chica Land Trust. On June 7, 2004, the Commission authorized the purchase of a 43-acre parcel from the Hearthside Residential Corporation to complete the total acreage involved with this proposed project. Together with the 327.5 acres acquired in 1973, the Commission now holds in trust 1275+ acres of lands at Bolsa Chica.

CALENDAR ITEM NO. **C18** (CONT'D)

The Restoration Project consists of two key phases. Phase I involves restoration of the ecological function of the existing wetland area by increasing tidal influence and open water habitat by dredging a tidal basin within the existing wetlands and connecting it directly to the Pacific Ocean. Phase II, which will be the subject of a separate lease in the future, will restore the remaining area, and is scheduled to occur in 2024, or at the time when the oil fields operated by Aera Energy LLC have reached their productive limit and are abandoned. A fund to develop the future full tidal area in the approximate amount of \$2.5 million will be held in the Kapiloff Land Bank Fund until it is needed.

At the end of construction this Fall, it is expected that about \$12 million will be available for long-term operation and maintenance. This amount, to be held in the Kapiloff Land Bank Fund, is expected to be sufficient for a period of about ten years depending on the frequency required for dredging to keep the inlet channel open.

3. As the construction contract, which is being managed by the USFWS, nears completion, the ocean inlet will be opened during an especially low tide in late August or the first part of September 2006. The USFWS will continue oversight of any remaining construction contract issues and warranty claims through the warranty period ending one year after the Project's completion.

As contemplated by the 1996 Interagency Agreement, long-term management was offered to the USFWS and the DFG. The offer was declined by the USFWS. The DFG accepted the offer and the Interagency Agreement and Lease will be executed pending Commission approval to conduct long-term onsite land manager responsibilities for the management, operation and maintenance of the Project with guidance from the Bolsa Chica Wetlands Steering Committee and oversight from the Commission's Land Management Division staff.

DFG land manager responsibilities will include, but not be limited to: preparation of an annual management and budget plan for each fiscal year; preparation of an annual year-end management report; coordination with the oil field operator (Aera Energy LLC) on day-to-day site operations affecting oil operations; checking for evidence of trespass; performing monthly checks on Project features and functions; conducting quarterly mechanical functions of equipment; assisting with bird nest site

CALENDAR ITEM NO. **C18** (CONT'D)

maintenance; monitoring trails; managing predators; conducting annual nest site preparation and monitoring of threatened and endangered species; conducting weed removal; preparing a public access plan; and inspecting the oil service bridge.

Commission staff are in the solicitation process to contract out specialized services needed for the Project. Presently, this includes the environmental and biological monitoring required under the Project's permits and in the future, will include dredging necessary to keep the Project functioning as intended.

4. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (Title 14, California Code of Regulations, section 15025), the staff prepared an EIR/EIS identified as CSLC EIR/EIS No. 712, State Clearinghouse No. 2000071068. Such EIR/EIS was prepared and circulated for public review pursuant to the provisions of the CEQA.

The Commission certified the Bolsa Chica Lowlands Restoration Project (Project) Final Environmental Impact Report/Environmental Impact Statement, adopted Findings, adopted a Mitigation Monitoring Program, adopted a Statement of Overriding Considerations, and approved the Project on January 30, 2002. The NEPA lead agencies issued the Record of Decision in the second quarter of 2002.

5. The Bolsa Chica lowlands were acquired for the specific purpose of restoring the area as tidal wetlands as mitigation for development at the Ports of Los Angeles and Long Beach. The lowlands acquired for the Project are adjacent to the 327+ acre Bolsa Chica Ecological Reserve that has been identified as possessing significant environmental values pursuant to Public Resources Code sections 6370-6377. The Reserve is already leased to DFG and includes Inner Bolsa Bay which is not a part of this project.

Although the Commission considers all lands "significant" by nature of their public ownership, use classifications, specifically designed to protect the significant environmental values of the area designated, are not assigned unless such lands have been identified as possessing significant environmental values pursuant to Public Resources Code sections 6370-6377. The Bolsa Chica lowlands have been subjected historically to intensive modifications that eliminated its wetlands function, including, but

CALENDAR ITEM NO. C18 (CONT'D)

not limited to, elimination of its access to the ocean and oil and gas production. Accordingly, the area was neither identified pursuant to Public Resources Code sections 6370-6377 nor assigned use classification; therefore, the finding of the project's consistency with the use classification as required by Title 2, California Code of Regulations, section 2954 is not applicable.

APPROVALS OBTAINED:

U. S. Army Corps of Engineers
Regional Water Quality Control Board
California Coastal Commission

EXHIBIT:

A. Location and Site Map

RECOMMENDED ACTION:

IT IS RECOMMENDED THAT THE COMMISSION:

CEQA FINDING:

RE-ADOPT THE FINDINGS FOR THE 2001 BOLSA CHICA LOWLANDS RESTORATION PROJECT ON FILE IN THE SACRAMENTO OFFICE OF THE COMMISSION, MADE IN CONFORMANCE WITH TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTION 15091.

RE-ADOPT THE MITIGATION MONITORING PROGRAM PREPARED FOR THE 2001 BOLSA CHICA LOWLANDS RESTORATION PROJECT ON FILE IN THE SACRAMENTO OFFICE OF THE COMMISSION, IN CONFORMANCE WITH THE PROVISIONS OF THE CEQA (PUBLIC RESOURCES CODE SECTION 21081.6).

RE-ADOPT THE STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE 2001 BOLSA CHICA LOWLANDS RESTORATION PROJECT ON FILE IN THE SACRAMENTO OFFICE OF THE COMMISSION, MADE IN CONFORMANCE WITH TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTION 15093.

AUTHORIZATION:

1. FIND THAT THE COMMISSION IS ACTING IN ITS CAPACITY AS LAND BANK TRUSTEE UNDER THE KAPILOFF LAND

CALENDAR ITEM NO. **C18** (CONT'D)

BANK ACT, PUBLIC RESOURCES CODE SECTIONS 8600 ET SEQ. FOR AUTHORIZATIONS 1A AND 1B.

- A. AUTHORIZE THE EXECUTIVE OFFICER OR HIS DESIGNEE TO EXECUTE ON BEHALF OF THE COMMISSION, AN INTERAGENCY AGREEMENT #C2006-14 WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME AS CONTRACTOR WHO SHALL PROVIDE THE EQUIVALENT OF ONE FULL-TIME STAFF, WITH THE NECESSARY SUPERVISION MANAGEMENT AND SUPPORT, TO PERFORM THE RESPONSIBILITIES OF LAND MANAGER OF THE BOLSA CHICA LOWLANDS RESTORATION PROJECT, AS SPECIFIED WITHIN THE AGREEMENT, ON FILE IN THE SACRAMENTO OFFICE OF THE COMMISSION.
 - B. AUTHORIZE EXPENDITURES FROM THE KAPILOFF LAND BANK FUND FOR THE PURPOSES OF RESTORATION AND MANAGEMENT OF THE BOLSA CHICA LOWLANDS USING THE MITIGATION FUNDS HELD EXPRESSLY IN TRUST FOR SUCH PURPOSES, AND SUCH OTHER FUNDS AS MAY FROM TIME TO TIME BECOME AVAILABLE EXPRESSLY FOR THE SAME PURPOSES.
2. FIND THAT THE COMMISSION IS ACTING IN ITS OWN CAPACITY AND NOT AS LAND BANK TRUSTEE UNDER THE KAPILOFF LAND BANK ACT FOR AUTHORIZATIONS 2A, 2B AND 2C.
- A. AUTHORIZE ISSUANCE TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME OF A GENERAL LEASE – PUBLIC AGENCY USE, FOR A TERM OF 33 YEARS BEGINNING AUGUST 24, 2006; FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE BOLSA CHICA LOWLANDS RESTORATION PROJECT ON THE LANDS SHOWN ON EXHIBIT A ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF; CONSIDERATION IS THE PUBLIC USE AND BENEFIT WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENT PERIODICALLY DURING THE LEASE TERM, AS PROVIDED IN THE LEASE.

CALENDAR ITEM NO. **C18** (CONT'D)

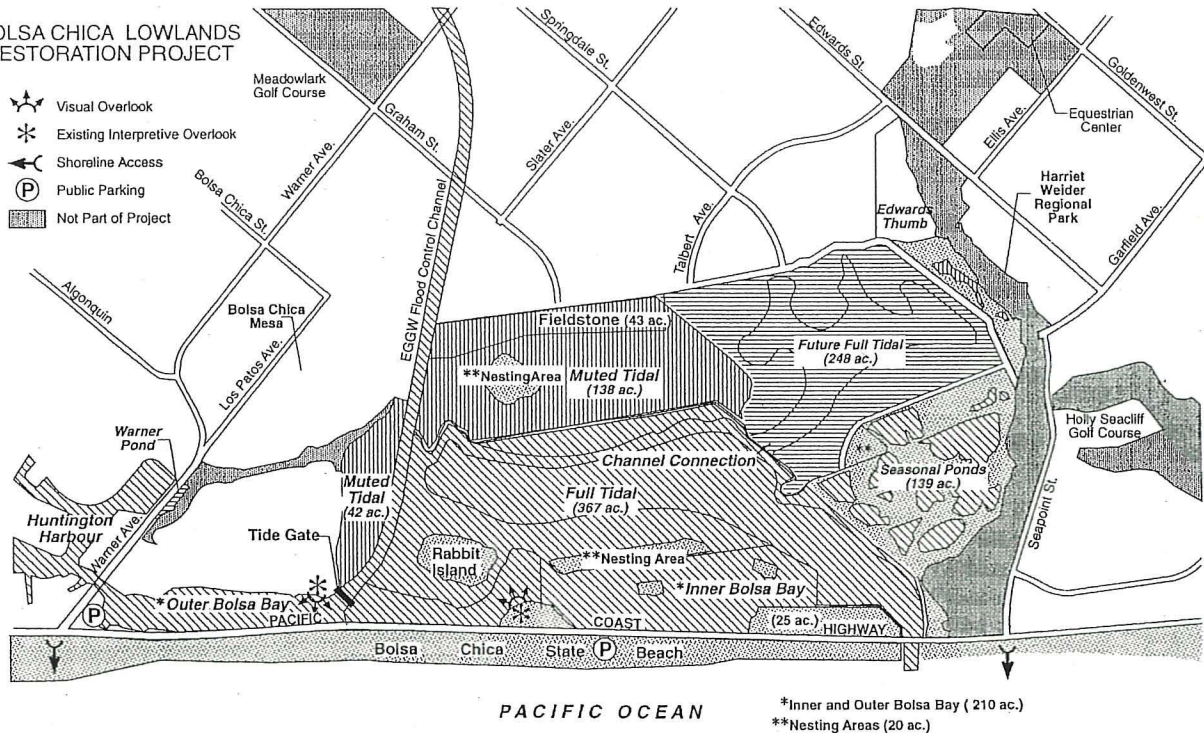
- B. AUTHORIZE THE EXECUTIVE OFFICER, OR HIS DESIGNEE, TO SIGN APPLICATIONS ON BEHALF OF THE COMMISSION AS A CO-APPLICANT WITH OTHER STATE AND FEDERAL AGENCIES FOR PERMITS TO MAINTAIN THE PROJECT AS DESCRIBED IN THE EIR/EIS.
- C. AUTHORIZE THE EXECUTIVE OFFICER OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS AND TO TAKE SUCH OTHER ACTIONS AS ARE REASONABLY NECESSARY TO ENSURE THE SUCCESSFUL OPERATION OF THE BOLSA CHICA LOWLANDS RESTORATION PROJECT.

NO SCALE

SITE

BOLSA CHICA LOWLANDS RESTORATION PROJECT

- Visual Overlook
- Existing Interpretive Overlook
- Shoreline Access
- Public Parking
- Not Part of Project



Bolsa Chica Wetlands Steering Committee

BOLSA CHICA LOWLANDS RESTORATION PROJECT

NO SCALE

LOCATION



This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties, and is not intended to be, nor shall it be construed as a waiver or limitation of any State interest in the subject or any other property.

Exhibit A

W 26166

CALIFORNIA DEPARTMENT
OF FISH AND GAME
BOLSA CHICA
ORANGE COUNTY



RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.
County: Orange

W 26166

LEASE PRC 8704.9

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions
Exhibit 1	Standard Agreement C2006-14 (Interagency Agreement)
Exhibit 2	Bolsa Surface Use Agreement, dated September 2, 1971, as amended
Exhibit 3	Operating Assurances Agreement, dated February 13, 1997

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **California Department of Fish and Game**, hereinafter referred to as Lessee those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

MAILING ADDRESS:

California Department of Fish and Game
Attn: Supervisor, Land Management
and Monitoring Program
4949 Viewridge Avenue
San Diego, CA 92123

With a copy to:
California Department of Fish and Game
Office of General Counsel
1416 Ninth Street, 12th Floor
Sacramento, CA 95814

LEASE TYPE: General Lease - Public Agency Use

LAND TYPE: Public Trust lands

LOCATION: Bolsa Chica Lowlands, Huntington Beach, Orange County

LAND USE OR PURPOSE: Operation, maintenance, and management of the Bolsa Chica Lowlands Restoration Project and inclusion in the Bolsa Chica Ecological Reserve.

TERM: 33 years; beginning August 24, 2006; ending August 16, 2039, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the Lessor reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest. Subject to modification by Lessor as specified in Paragraph 2(b) of Section 4 - General Provisions.

AUTHORIZED IMPROVEMENTS: Existing infrastructure to operate and maintain tidal influence into the Bolsa Chica Lowlands and to support native coastal vegetation and nesting areas.

EXISTING: N/A

TO BE CONSTRUCTED: Wetlands restoration or other improvements consistent with a wetlands restoration area may be constructed or implemented subject to the provisions in Section 2.

AND BE COMPLETED BY: N/A

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

SECTION 2 SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,
REVISED OR SUPPLEMENTED AS FOLLOWS:

1. The property described in Section 3 is subject to existing easements and leases, including but not limited to, existing oil and gas leases, a pipeline right-of-way crossing the Lease Premises along the eastern toe of the 70 road, and a lease to monitor and maintain groundwater wells in the muted tidal area adjacent to the Fieldstone property.
2. Lessor understands that Lessee plans to include the Bolsa Chica Lowlands Restoration Project within the Bolsa Chica Ecological Reserve and that the Lease Premises may be included within the Reserve. **Lessee shall provide advance notification to Lessor prior to including the Bolsa Chica Lowlands Restoration Project within the Bolsa Chica Ecological Reserve.**
3. Lessee shall comply with the provisions of Standard Agreement C2006-14 (Interagency Agreement), attached as Exhibit 1, for the management, operation and maintenance of the Bolsa Chica Lowlands Restoration Project.
4. Lessee and Lessor agree that the responsibilities included in the Interagency Agreement, Exhibit 1, may be amended from time to time upon written consent of both parties.
5. Lessee may implement wetlands restoration or other improvements consistent with the Bolsa Chica Lowlands Restoration Project.
6. Lessee's failure to perform the Scope of Work or Responsibilities of Land Manager identified within the Interagency Agreement, Exhibit 1, is grounds for termination of the lease, per Section 4 General Provisions of this lease, Item 11 (a), (b) and (c). Lessee and Lessor will meet once annually, at a minimum, to review the Scope of Work and Responsibilities as identified in Exhibit 1 and amend as necessary. Lessee and Lessor will strive to coordinate and communicate such that termination is a last resort, unless mutually agreed to by both parties.
7. Lessor's consent will not unreasonably be withheld for actions requiring Lessor's consent under provisions of this lease.
8. Nothing in this Lease shall be interpreted or construed as a commitment or requirement that the Lessee obligates or pay funds absent sufficient mitigation funds held in trust in the Kapiloff Land Bank expressly for the Project or an appropriation by the Legislature.
9. Lessee agrees that printed material, such as handouts and signs or other types of printed notices installed to provide notification of the public use and benefit of the project as set forth herein, shall contain and reasonably display a statement acknowledging ownership of the lands by the California State Lands Commission. The statement may read as follows: "The land included in the Bolsa Chica Wetlands Restoration Project is owned by the California State Lands Commission."

10. The following provision is in addition to Section 4, paragraph 7, INDEMNITY: Lessee shall not be liable and Lessor shall indemnify, hold harmless and, at the option of Lessee, defend Lessee, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessor's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessee, its officers, agents and employees. Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.
11. Lessee and Lessor understand that the provisions of Section 4, paragraph 12, RESTORATION OF LEASE PREMISES, applies only to improvements other than those constructed for wetlands restoration. Improvements made as part of wetlands restoration may not be removed by Lessee upon termination of this Lease.
12. Lessee and Lessor understand that some of the standard provisions of Section 4 have been modified or deleted, as appropriate, and as shown in redline/strikeout.
13. Lessor and Lessee acknowledge the existence of the Bolsa Surface Use Agreement, as amended (BSUA) and the Operating Assurances Agreement (OAA) (Exhibits 2 and 3, respectively, to this lease), that define the rights and rules of execution of the oil field lease in the Project area: currently operated by Aera Energy LLC (Aera). Both parties to this lease agree to expeditiously resolve in good faith any conflict or dispute between Project operation and maintenance and oil field operations. In the event of a conflict or dispute that cannot be resolved, Lessor has sole authority to resolve the conflict with Aera as provided under the BSUA and the OAA.
14. Lessor is in the process of acquiring jurisdiction over real property contained within the Bolsa Chica State Beach currently under the jurisdiction of the Department of Parks and Recreation (Parks). It is the intention of Lessor and Lessee that this property (See Section 3, Land Description, Parcel C-2, (Parks Jetty Parcel)) will automatically become part of this Lease upon the transfer of jurisdiction from Parks to Lessor. Lessor shall notify Lessee of the date the transfer of jurisdiction is complete, at which time it will be deemed part of this Lease. Parcel C-2, as shown in Section 3, Land Description, with the notation "JTI Pending," (Jurisdictional Transfer In) will, upon notification to the Lessee, automatically become part of the Lease Premises.
15. In the event a conflict arises between language in Section 1 or 2 and language in Section 4 of the Lease, the provisions of Section 1 or 2 shall prevail.

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SECTION 3

W26166

LAND DESCRIPTION

Four (4) Parcels of State owned land situated in the City of Huntington Beach, County of Orange and in the unincorporated territory of the County of Orange, State of California described as follows:

Parcel A-2 (AD 308)

All that land described as Conveyance A (Bolsa Chica Low Lands) and Conveyance B (Bolsa Chica Low Lands Pocket) in that certain grant deed recorded February 14, 1997 from Signal Bolsa Corporation to the State of California, recorded as Instrument No. 19970069448 of Orange County Records.

Parcel A-3 (MWD Parcel)

A parcel of land described in Exhibit A to that certain quitclaim deeds recorded September 17, 2002 as Instrument No. 20020792665 and Instrument No. 20020792666 of Orange County Records.

Parcel B-1 (Fieldstone Parcel)

A parcel of land designated as "Exhibit A" described in that certain corporation grant deed recorded December 15, 1999 from Signal Landmark Corporation to Hearthside Residential Corp., as Instrument No. 19990852905, Orange County Records.

Parcel C-2 (Parks Jetty Parcel JTI Pending)

A parcel of land situated in the City of Huntington Beach, Orange County, California being a portion of that parcel of land described in The Superior Court of the State of California in and for the County of Orange Case no. 84819 Final Order of Condemnation recorded in Book 5146 Official Record Page 588 Orange County recorders office and also being a portion of the former Pacific Railway right of way as described in The Superior Court of the State of California for the County of Orange Case no. 161 595 Final Order of Condemnation recorded in Book 9685 Official Record Page 825 Orange County recorders office, said parcel being more particularly described as follows:

BEGINNING at a point having a California Coordinate System 1983, Zone 6 coordinate of North 669,468.237 meters, East 1,834,371.135 meters, said point bears North 58°41'10" West, 452.089 meters from the intersection of the boundary line of the County of Orange and the City of Huntington Beach and the southwesterly right of way line of the Pacific Coast Highway 27.432

meters (90 feet) wide as shown on record of Survey 98-1035, recorded in Book 174 Maps Page 1, Orange County recorders office; thence North 40°54'27" West, 158.13 meters; thence North 52°54'11" East, 81.144 meters; thence North 37°05'49" West, 94.833 meters; thence North 52°54'11" East, 14.342 meters; thence South 37°05'49" East, 104.952 meters; thence North 52°54'11" East, 36.256 meters to a point on the right of way described in Exhibit A entitled "Bolsa Chica Wetlands Restoration Project Right of Way Re-Alignment Southwest Side of Pacific Coast Highway - 201040-1" in the "Agreement for Transfer of Jurisdiction of State-Owned Real Property Between the California Department of Parks and Recreation and the California State Lands Commission" filed in AD 515, on file in the office of California State Lands Commission; thence along said right of way South 37°05'49" East, 140.647 meters; thence North 52°54'11" East, 11.135 meters; thence South 36°47'52" East, 24.195 meters, thence South 29°38'00" East, 20.195 meters; thence South 37°20'34" East, 20.173 meters, thence South 38°43'11" East, 18.685 meters; thence leaving said right of way South 52°54'11" West, 34.437 meters; thence North 37°05'49" West, 76.055 meters; thence South 52°54'11" West, 95.797 meters to the Point of Beginning.

EXCEPTING THEREFROM any portion lying waterward of the Ordinary High Water Mark of the Pacific Ocean.

END OF DESCRIPTION

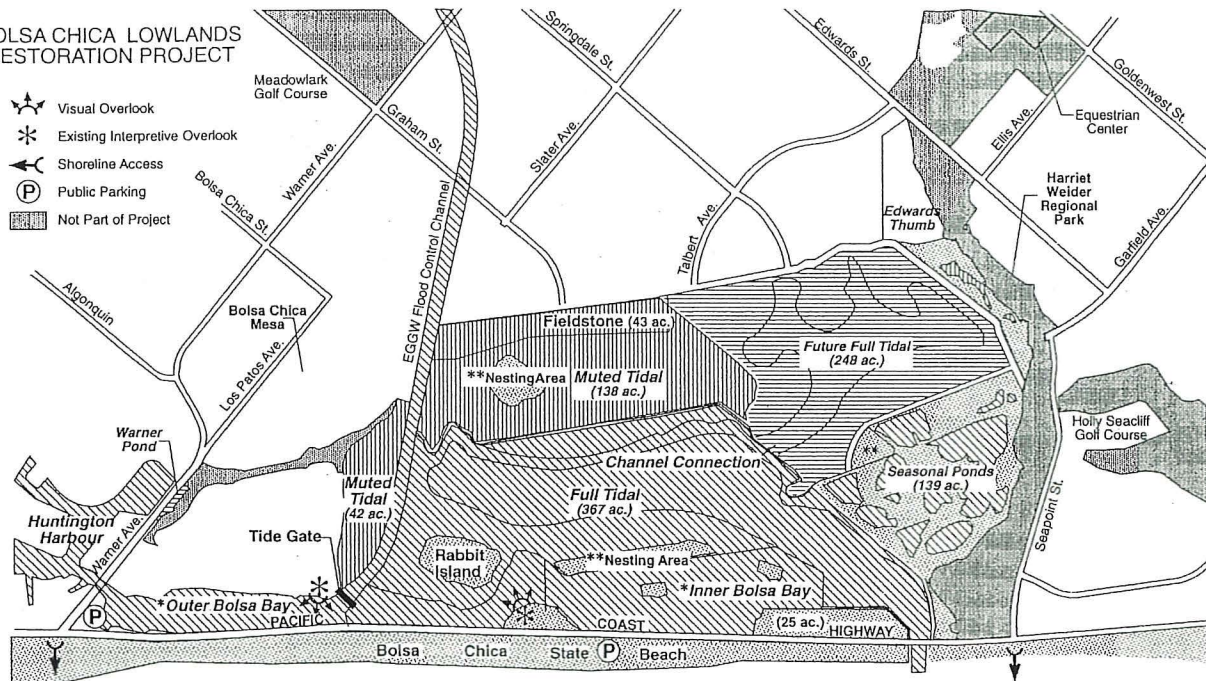


NO SCALE

SITE

BOLSA CHICA LOWLANDS RESTORATION PROJECT

- ★ Visual Overlook
- * Existing Interpretive Overlook
- ↔ Shoreline Access
- (P) Public Parking
- ▨ Not Part of Project



Bolsa Chica Wetlands Steering Committee

BOLSA CHICA LOWLANDS RESTORATION PROJECT

NO SCALE

LOCATION



This exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties, and is not intended to be, nor shall it be construed as a waiver or limitation of any State interest in the subject or any other property.

Exhibit A

W 26166

CALIFORNIA DEPARTMENT
OF FISH AND GAME

BOLSA CHICA
ORANGE COUNTY



SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the

Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration or sooner termination.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days or such longer period as Lessee may reasonably require.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises by

Lessee or permitted by Lessee during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials of which Lessee has actual notice.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease, if access across such other lands is necessary to access the Lease Premises.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and that are open to the public, and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtain and maintain all permits or other entitlements for the activities of Lessee under this Lease.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrancing or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee shall be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises by Lessee.

(g) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall, following reasonable notice to Lessee, constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;

(6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

(7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time with reasonable notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor or Lessee may at any time during the Lease term conduct, at its own expense and by a contractor mutually approved by Lessor and Lessee, an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee or Lessor shall provide the results of the assessment or inspection to the other Party and the appropriate governmental response agency(ies).

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

Except as otherwise provided in this Lease, this Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

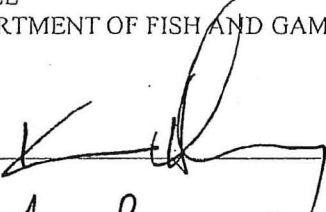
STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO. 8704.9

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

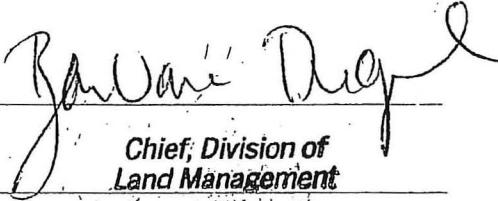
LESSEE
DEPARTMENT OF FISH AND GAME

By: 

Title: Acting Regional Manager

Date: MAY 4 2007

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: 

Title: Chief, Division of
Land Management

Date: MAY 11 2007

ACKNOWLEDGEMENT

This Lease was authorized by the
California State Lands Commission on

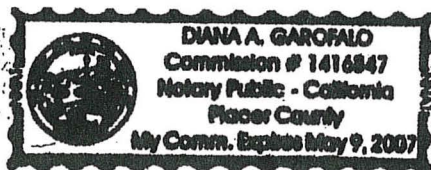
August 24, 2006
(Month Day Year)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On May 4, 2007, before me, Diana A. Garofalo Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Kevin Hunting
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Diana A. Garofalo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Lease

Document Date: May 4, 2007 Number of Pages: Many

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD.213 (new 6/03)

Exhibit 1

AGREEMENT NUMBER
C2006-14
DFG R0650003
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California State Lands Commission (CSLC), acting in its capacity as Land Bank Trustee under the Kapiloff Land Bank Act, Public Resources Code sections 8600 et seq.

CONTRACTOR'S NAME

Department of Fish and Game (DFG)

2. The term of this Agreement is: October 1, 2006 through August 23, 2009

3. The maximum amount of this Agreement is: \$569,999.00
Five hundred sixty nine thousand, nine hundred ninety nine dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work 1 Page(s)

Exhibit B - Budget and Payment Provisions 1 Page(s)

*Exhibit C - General Terms and Conditions GIA101

Check mark one item below as Exhibit D: 1 Page(s)

☒ Exhibit D - Additional Provisions (attached hereto as part of this agreement)

☐ Exhibit D* - Additional Provisions

Attachment 1 - Statement of Work 1 Page(s)

Attachment 2 - Project Budget 1 Page(s)

Attachment 3 - Duties, Responsibilities and Functions 5 Page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto.

CONTRACTOR

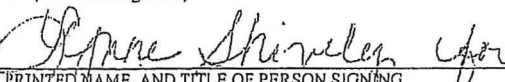
CALIFORNIA
Department of General
Services
Use only

CONTRACTOR'S NAME (if other than individual, state whether a corporation, partnership, etc.)

Department of Fish and Game

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Renee Renwick, Assistant Deputy Directory, Administration

ADDRESS

1416 Ninth Street, Sacramento, CA 95814

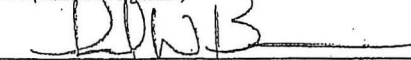
STATE OF CALIFORNIA

AGENCY NAME

California State Lands Commission

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

David W. Brown, Chief Administrative and Information Services Division

ADDRESS

100 Howe Avenue, Suite 100 South, Sacramento, CA 95825-8202

☐
Exempt
per

CONTRACT REVIEW AND APPROVAL
RECOMMENDED BY LEGAL:


Jim Frey, Staff Counsel

Exhibit 2

SLC 8704

BOLSA SURFACE USE AGREEMENT

THIS AGREEMENT made and entered into as of the 2nd day of September, 1971, by and between SIGNAL BOLSA CORPORATION (Bolsa), a California corporation, and SIGNAL OIL AND GAS COMPANY (Oil), a Delaware corporation,

W I T N E S S E T H:

THAT WHEREAS Bolsa is the owner of certain fee interests in the surface and the subsurface in and under certain lands situate at Bolsa Bay, Orange County, California, which interests and lands are more particularly described in that certain deed dated July 17, 1970, from Signal Properties, Inc. as Grantor, to Bolsa, as Grantee, recorded the 24th day of July, 1970, in Book 9355, page 737, in the Official Records of Orange County (Bolsa Lands); and

WHEREAS, Oil is the Lessee under the following oil and gas leases:

1. Lease dated June 12, 1940, recorded December 12, 1941, in Book 1120, Page 435, Official Records of Orange County, California, as thereafter amended (North Lease); and
2. Oil and Gas Lease dated December 1, 1943, recorded February 11, 1944, in Book 1238, Page 108, Official Records of Orange County, California, as thereafter amended (South Lease); and

WHEREAS, the Bolsa Lands and the North Lease and the South Lease are generally described on the plat attached hereto as Exhibit "A"; and

WHEREAS, Oil is the owner of all wells (except agricultural water wells and related facilities) and oil and gas facilities located on the Bolsa Lands, except the wells and oil and gas facilities located on the portion of the Bolsa Lands leased by Standard Oil Company; and

WHEREAS, Bolsa desires to provide for the location, relocation and/or removal of the wells and oil and gas facilities of Oil now or hereafter located on the Bolsa Lands so as to permit and encourage the use of the Bolsa Lands for real estate development purposes;

NOW, THEREFORE, in consideration of ten dollars (\$10) paid by Bolsa to Oil and the premises and mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. Oil hereby surrenders and quitclaims unto Bolsa the surface, and also the subsurface extending downward to a depth of five hundred feet (500') below the surface, of the Bolsa Lands, excepting and reserving, however, from the operation of this paragraph those portions and parcels of the surface or the surface and the subsurface of the Bolsa Lands as more particularly described in the Reservation Schedule attached hereto as Exhibit "B", but only for oil and gas drilling and production operations; also excepting and reserving the right to use the existing roads and highways, both public and private, for the purpose of access to and from all wells and oil and gas facilities, subject, however, to the right of Bolsa to substitute therefor a dedicated road or roads at any time or from time to time; also excepting and reserving the right to use the pipelines and pole lines thereon or therein, subject, however, to the right of Bolsa to relocate any part thereof from time to time under paragraph 7 hereof.

2. The parties hereto agree to plans as shown on the OIL FACILITIES PLAN attached hereto as Exhibit "C" which shows the location of all wells, drill sites and production areas, together with oil and gas facilities which exist on the Bolsa Lands. Exhibit "C" also shows idle wells and wells of fixed life duration.

Bolsa agrees to reimburse Oil for extra costs incurred by Oil in the drilling and redrilling of wells from the South Bolsa island, subject, however, to prior written approval by Bolsa of plans for project and extra costs to be paid by Bolsa. Extra costs are defined as the difference between development and operational costs from the island as compared to operation by normal vertical drilling by a prudent operator without regard to surface real estate development.

3. Oil agrees at all times to conduct its operations in accordance with all applicable and valid laws, rules and regulations, and also, insofar as may be reasonably practicable and in accordance with sound oil and gas engineering practices, in such manner as to not allow or permit the conduct of operations that may be unduly detrimental or harmful to the use of the surface for real estate development purposes. Oil shall not conduct any refining process or any process for the extraction of products from natural gas on the Bolsa Lands. Oil shall not conduct operations of any nature (other than maintenance and transportation) on any portion of the surface or subsurface of the Bolsa Lands not reserved to Oil hereunder without the written consent of Bolsa first obtained. Oil shall have the right to provide road, power and pipeline facilities and to drill and produce, without charge, fresh and salt water source wells at mutually agreeable locations on the Bolsa Lands. Oil agrees specifically to comply with the Oil Operating Conditions attached hereto as Exhibit "D" upon request by Bolsa.

Bolsa agrees to reimburse Oil for extra costs incurred by Oil in complying with the conditions of Exhibit "D", subject, however, to prior written approval by Bolsa of plans for the work and extra costs to be paid by Bolsa. Extra costs are

defined as the difference between development and operational costs under the restricted conditions given in Exhibit "D" as compared to development and operational costs which would otherwise be incurred under the then existing normal terms and conditions imposed by the county for oil field operations.

If Bolsa Lands are annexed to or form a municipality, Bolsa will pay the additional costs, if any, of oil field operations imposed by that municipality as compared to the then existing normal terms and conditions imposed by the county for oil field operations, exclusive of costs of taxes, licenses and assessments. X

4. Upon the cessation of production of any well in quantities sufficient to pay the costs of operation of such well, unless Oil desires to use such well as an injection or disposal well, or upon the cessation of use of any other oil and gas facility or facilities, including inter alia, roads, highways, pipelines, pole lines and water service, injection or disposal wells, Oil shall, at its expense, plug and abandon such well and remove such facility or facilities and clean up and restore the surface of the land to a clean, level and safe condition. Oil will not permit a well or oil and gas facility to stand idle on the demised premises for more than six months after notification by Bolsa, except as otherwise provided in any existing agreement to which either party hereto may be subject. Oil shall also surrender and quitclaim to Bolsa the surface and subsurface to a depth of five hundred feet (500') of the land no longer used for such purpose.

5. Except as otherwise herein specifically provided, all risks, costs and expenses of oil and gas exploration, development and producing operations, including the drilling,

defined as the difference between development and operational costs under the restricted conditions given in Exhibit "D" as compared to development and operational costs which would otherwise be incurred under the then existing normal terms and conditions imposed by the county for oil field operations.

If Bolsa Lands are annexed to or form a municipality, Bolsa will pay the additional costs, if any, of oil field operations imposed by that municipality as compared to the then existing normal terms and conditions imposed by the county for oil field operations, exclusive of costs of taxes, licenses and assessments. X

4. Upon the cessation of production of any well in quantities sufficient to pay the costs of operation of such well, unless Oil desires to use such well as an injection or disposal well, or upon the cessation of use of any other oil and gas facility or facilities, including inter alia, roads, highways, pipelines, pole lines and water service, injection or disposal wells, Oil shall, at its expense, plug and abandon such well and remove such facility or facilities and clean up and restore the surface of the land to a clean, level and safe condition. Oil will not permit a well or oil and gas facility to stand idle on the demised premises for more than six months after notification by Bolsa, except as otherwise provided in any existing agreement to which either party hereto may be subject. Oil shall also surrender and quitclaim to Bolsa the surface and subsurface to a depth of five hundred feet (500') of the land no longer used for such purpose.

5. Except as otherwise herein specifically provided, all risks, costs and expenses of oil and gas exploration, development and producing operations, including the drilling,

rights-of-way in connection with the utilization of such site, and Oil shall be entitled to use and operate such new site, easements and rights-of-way, without payment to Bolsa of any rental or other consideration for such use. Bolsa shall also reimburse Oil for all direct costs, plus engineering design and field supervision and loss of production or injection, incurred by Oil in any such relocation required by Bolsa.

In relocating, modifying, or replacement of facilities where costs are paid by Bolsa, the cost shall not exceed the cost of replacement with equipment of the same service after credit for salvage. If Oil installs new and improved-type facilities to achieve greater operating efficiency or capacity, the added costs of equipment over that for original service, capacity and efficiency are to be paid by Oil.

In determining reimbursement for such loss of production and/or loss of injection, all direct, indirect, and other related operating costs which would be chargeable shall be deducted from the value of the products.

8. As an alternate to the rights of Bolsa under paragraph 7, Bolsa shall have the right at any time to require Oil to abandon any well upon the condition that Bolsa pay to Oil the cost of such required abandonment and the fair market value of the total production of oil, gas and other hydrocarbon substances from such well from the time of abandonment that would otherwise be produced with respect to such well if it were left on production until it was no longer economic to operate and produce same by primary or secondary means, which fair market value shall be discounted by a factor obtained from standard interest tables for the then prime interest rate charged by commercial banks in Los Angeles for prime short-term commercial loans so as to result in a discounted present value of such future production. In determining such value, all direct, indirect and other related operating costs which would be

chargeable to such well shall be deducted from the anticipated value of the products from such well before applying any discount factor. In the event Bolsa and Oil cannot within forty-five (45) days, agree on the present value of such future production, then such value shall be finally resolved by arbitration pursuant to the rules and regulations then current of the American Arbitration Association. Bolsa and Oil shall each appoint one arbitrator and the two so appointed shall appoint a third. All three shall be qualified petroleum engineers, and their decision shall be final and binding on both parties. Oil and Bolsa shall share said arbitration costs equally. If Oil is obligated to make abandonment payments to third party interests under existing agreements which are based on values that are different from the values determined hereunder, then the abandonment values so determined for payment to third party interests shall, insofar as such third party interests alone are concerned, supersede the values determined between Bolsa and Oil alone and all abandonment payments hereunder to such third parties alone shall be based thereon; provided, however, that in such event Bolsa shall have and is hereby granted the right to elect to participate in any such third party negotiation or arbitration in the place and stead of Oil and to be bound with Oil in abandonment values determined by said third party negotiation or arbitration.

9. Except as otherwise herein specifically provided, all costs incurred in rendering the surface of the land more adaptable for real estate purposes rather than for oil and gas operations, including without limiting the generality of the foregoing, costs incurred at the request of Bolsa in soundproofing, landscaping, fencing-beautification, screening or camouflaging of wells or oil and gas facilities (except any portion thereof attributable to the

cleanup and restoration of any land as provided for in paragraph numbered 4 hereof or to compliance with paragraphs numbered 2 or 3 hereof) shall be borne by Bolsa.

10. Oil agrees to be solely responsible for its operations and agrees to indemnify and save Bolsa harmless from any liability or damages which may result from its operations. Bolsa agrees to be solely responsible for its operations and agrees to indemnify and save Oil harmless from any liability or damages which may result from its operations. The parties agree to cooperate in the obtaining of any and all permits and agreements necessary to effectuate the intent of this agreement and to permit the prompt implementation by Bolsa of its development plan, including inter alia, all necessary or desirable agreements with the State of California to stipulate boundaries, exchange lands and cure titles. The parties agree to promptly execute and deliver any and all documentation which may be necessary to effectuate the terms and intent of this agreement.

11. Oil agrees that if it does not commence any abandonment, relocation or removal of its facilities (other than oil and gas wells) or restoration of surface as agreed herein within six (6) months following delivery of written demand therefor by Bolsa or does not thereafter complete same with due diligence, then Bolsa may proceed with same without liability of any kind to Oil. Oil also agrees that if it does not commence an abandonment or removal of its oil and gas wells as required herein within three (3) months following written demand by Bolsa and establishment of value in accordance with the provisions of paragraph numbered 8 or does not thereafter complete same with due diligence, then Bolsa may proceed with same without liability of any kind to Oil. Oil shall

reimburse Bolsa for any direct costs, except as to third party liabilities, incurred by Bolsa in fulfilling any such obligations of Oil. Direct costs shall not exceed such costs as are chargeable for similar work by reputable and responsible contractors engaged in the business of performing such work and shall not include any overtime rates therein for accelerating the performance of such work.

12. Bolsa hereby grants Oil licenses revocable at any time, upon at least one year's prior written notice of any such revocation, as follows:

A. The use of a helicopter site at a location mutually acceptable to Bolsa and to Oil.

B. The use of land on which to dump well cuttings at locations which are mutually acceptable to Bolsa and to Oil. Cuttings shall be limited to the type of fill material which in the opinion of Bolsa will reasonably compact and become a reasonable part of the land mass.

C. The use of land on which to have sumps for separating oil and water at locations which are mutually acceptable to Bolsa and to Oil.

D. The use of land on which to have pipe and equipment storage areas at locations which are mutually acceptable to Bolsa and to Oil.

Bolsa hereby agrees to allow Oil to use undeveloped land for the above use or uses of this paragraph 12 so long as Oil's use does not interfere with the real estate development of the property. Bolsa also hereby agrees to not unduly and unreasonably withhold lands from use by Oil for uses covered in this paragraph 12.

Bolsa will reimburse Oil for any capital and relocation

costs and additional costs of operation incurred by Oil attributable to the revocation of any license granted under this

paragraph 12, but only as to that portion of the license use which applies solely to oil field operations conducted on the Bolsa Lands. Relocation costs of any existing use at the time of agreement to be paid by Bolsa if relocation is on Bolsa Lands.

13. Oil hereby agrees to pay pro rata share of property taxes applicable to land reserved by Oil in Exhibit "B" or covered by revocable license in paragraph 12.

This agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

SIGNAL BOLSA CORPORATION

By *M. W. [Signature]*

By *[Signature]*

SIGNAL OIL AND GAS COMPANY

By *[Signature]* Vice President

By *[Signature]* Asst. Secretary

Exhibit 3

OPERATING ASSURANCES AGREEMENT

1 This Operating Assurances Agreement ("Agreement") is made
2 and entered into by and between the California State Lands
3 Commission (the "SLC") and CalResources LLC ("CalResources"),
4 collectively referred to as the "Parties."

5 WHEREAS, the SLC intends to purchase from the Signal Bolsa
6 Corporation certain real property located in the County of
7 Orange, California, as generally depicted on Exhibit A attached
8 hereto (hereinafter referred to as the "Signal Lowlands") and the
9 SLC already owns lands adjacent to the Signal Lowlands which are
10 commonly referred to as the State Ecological Reserve (the
11 "Ecological Reserve"), also depicted on Exhibit A; and

12 WHEREAS, CalResources conducts oil and gas field operations
13 on the Signal Lowlands and portions of the Ecological Reserve
14 pursuant to certain oil and gas leases and the SLC will take
15 title to the Signal Lowlands subject to, among other things, the
16 said oil and gas leases; and

17 WHEREAS, the SLC will also take title to the Signal Lowlands
18 subject to, among other things, the "Bolsa Surface Use Agreement"
19 dated September 2, 1971 (the "Original BSUA"), as amended by the
20 "Addendum to Bolsa Surface Use Agreement" dated April 29, 1975
21 (the "BSUA Addendum"), collectively referred to as the "BSUA";
22 and

23 WHEREAS, the SLC, in cooperation with seven other state and
24 federal agencies and pursuant to that certain agreement dated
25 October 4, 1996, as amended by the First Amendment dated December
26 13, 1996 (collectively, the "Bolsa Chica Lowlands Project
27 Agreement"), between the SLC, the other seven agencies, and the
28 Cities of Long Beach and Los Angeles, California, acting by and
29 through their respective Boards of Harbor Commissioners, intends
30 to undertake a project (the "Project") to restore the wetlands
31 and habitat areas found on portions of the Signal Lowlands,
32 Ecological Reserve, and certain other properties adjacent to the
33 Signal Lowlands, which lands are collectively hereafter referred
34 to as the "Project Lands"; and

1 WHEREAS, construction of the Project will require that
2 certain of the oil and gas field facilities operated by
3 CalResources on Project Lands be abandoned or relocated; and

4 WHEREAS, the Parties desire to enter into this Agreement in
5 order to specify who, as between the two of them, will be
6 responsible for the costs of such abandonments or relocations.

7 NOW THEREFORE, in consideration of the mutual covenants
8 hereinafter set forth, and other good and valuable consideration
9 the receipt of which is hereby acknowledged, the Parties covenant
10 and agree as follows.

11 DEFINITIONS

12 Article 1. Definitions

13 When used in this Agreement, the following terms shall have the
14 meanings ascribed to them herein:

15 A. "Full Tidal Area", "Managed Tidal Area", "Seasonal
16 Ponds", and "Future Full Tidal Area" mean the areas of the
17 Project Lands which are generally identified and so labeled on
18 Exhibit B hereto, as those areas may in the future be modified by
19 the Final Plan for the Project in accordance with Sections 3, 4,
20 5, and 6 of the Bolsa Chica Lowlands Project Agreement.

21 B. "Berms" means all or any portion of the berms which will
22 be constructed by the SLC for the Project around the Full Tidal
23 Area, including existing berms which will be increased in height
24 or used as they now exist, as those berms are generally depicted
25 on Exhibit B hereto.

26 C. "Whipstock Area" means the area generally identified and
27 so labeled as such on Exhibit B hereto.

28 D. "Tidal Inlet" means the new ocean inlet which is to be
29 constructed for the Project across Pacific Coast Highway 1 and
30 through the Whipstock Area, as generally depicted on Exhibit B
31 hereto.

1 RELOCATION OR ABANDONMENT OF WELLS, ROADS, AND OTHER FACILITIES

2 Article 2. Existing, Operable Wells in the Full Tidal Area

3 A. The Parties agree that there are 55 wells, as listed in
4 Exhibit C to this Agreement, in the Full Tidal Area, as that area
5 is identified in Exhibit B, which have not, as of the effective
6 date of this Agreement, been plugged and abandoned.

7 B. The Parties further agree that 17 of those 55 wells, as
8 identified in Exhibit C hereto, have ceased production in
9 quantities sufficient to pay the costs of operation of each such
10 well and are therefore, subject to Article 2.D. below, the
11 responsibility of CalResources to plug and abandon. The said 17
12 wells shall be plugged and abandoned in accordance with Paragraph
13 4 of the BSUA and paragraph numbered 3 of the "Deferral of Twelve
14 South Bolsa 'Tidal Channel' Wells" dated March 13, 1993,
15 notwithstanding the fact that the latter document does not
16 pertain to all 17 wells.

17 C. With respect to the remaining 38 wells, the Parties
18 agree as follows:

19 (1) Rather than making any further determinations as
20 to whether any given well is or is not now or in the future
21 idle, these 38 wells shall, subject to Article 2.D. below,
22 be plugged and abandoned, with the SLC paying for fifteen-
23 ninetieths (15/19ths) of the total cost of so plugging and
24 abandoning the said 38 wells and CalResources paying for the
25 balance of the total cost. CalResources agrees that this
26 arrangement will completely fulfill the SLC's obligations to
27 CalResources under Paragraph 8 of the BSUA for the
28 abandonment of the said 38 wells.

29 (2) The Parties agree that CalResources shall prepare
30 and submit a written plan and cost estimate to the SLC for
31 the plugging and abandonment of the said 38 wells by
32 CalResources. If the plan and cost estimate are acceptable
33 to the SLC, as originally submitted or as they may be
34 revised by mutual agreement of the Parties, then
35 CalResources shall proceed to perform the necessary work and
36 the SLC shall promptly reimburse CalResources thereafter
37 based upon periodic billings from CalResources for work

actually performed. If the SLC prefers to perform or cause to be performed the necessary work, it shall have the option of doing so, in which event CalResources shall promptly reimburse the SLC based upon periodic billings from the SLC for work actually performed.

(3) The Parties agree that the cost of plugging and abandoning the said 38 wells shall, subject to Article 5 below, include the costs, less salvage value, for the removal of all wellbore equipment; the abandonment of the wellbore; the removal and abandonment of the well cellar, well pad and well site materials; the removal of the wellbore casing to the depth required by the California Department of Oil and Gas Regulation, considering the depths to which the Full Tidal Area is to be dredged; the removal of all wellhead/casing piping, valves, and flowlines back to the production manifold; the removal of all electrical wiring, motors, panels, and individual well poles/equipment; the removal of all artificial lift surface equipment and foundations; the removal of any other equipment, piping, wiring, or material related to the production and maintenance of the individual well; and any grading or surface contouring of the ground in the area of the above activity which is required by the SLC.

(4) With respect to the said 38 wells, the Parties further agree that, for the purposes of establishing the fair market value of the total production of oil, gas, and other hydrocarbon substances pursuant to Paragraph 8 of the BSUA:

(a) The price premise shall be the highest of the average gravity corrected daily postings for the Huntington Beach Oil Field which occurs between the day on which the SLC gives written notice to CalResources to abandon the 55 wells in the Full Tidal Area (pursuant to Article 2.D. below) and within 180 days thereafter, inclusive; Provided, however, until March 1, 2000, that the price premise shall not be higher than \$21.00 per barrel of oil nor lower than \$15.00 per barrel of oil;

1 (b) Projections of future prices shall assume
2 real growth of one percent per annum;

3 (c) Projections of future annual inflation or
4 deflation shall be based upon the gross domestic
5 product or another mutually agreed upon forecast.

6 (d) CalResources' production costs shall be
7 determined in future negotiations between the Parties,
8 except that CalResources' indirect overhead costs shall
9 be computed at 12.5 percent of direct costs; and

10 (e) The reserves shall be determined in future
11 negotiations between the Parties, except that the
12 Parties agree that the reserves shall be determined for
13 all 38 wells in the aggregate, not on an individual
14 well basis.

15
16 The Parties further agree that should disputes between them
17 concerning fair market value arise with respect to matters
18 not specified in (a) through (e) above, then such disputes
19 shall be submitted to arbitration in accordance with
20 Paragraph 8 of the BSUA. CalResources may continue to
21 produce any of the 38 wells until it receives from the SLC
22 payment for the fair market value of the reserves associated
23 therewith.

24 D. With respect to all 55 wells, the Parties agree, any
25 provision of the BSUA to the contrary notwithstanding, that the
26 SLC will give a single written notice to CalResources to plug and
27 abandon all 55 wells not less than 18 months prior to the date
28 upon which the SLC requires the plugging and abandonment of these
29 wells to be completed. Nothing in this Agreement shall prevent
30 CalResources from plugging and abandoning any of these 55 wells
31 prior to receipt of such notice from the SLC.

32 Article 3. Wells Outside of the Full Tidal Area

33 Notwithstanding Paragraph 4 of the BSUA, the SLC agrees that
34 it will not give CalResources any notifications of idle or
35 inactive wells, nor require CalResources to act on any notice
36 given prior to the effective date of this Agreement by the
37 previous owner of the Signal Lowlands, for wells located outside

1 of the Full Tidal Area, except for wells which the SLC requires
2 to be abandoned for the Project, until after December 31, 2001,
3 so that CalResources may have sufficient time to assess its
4 remaining oil field operations. On and after January 1, 2002,
5 the SLC may resume giving notices of idle or inactive wells
6 pursuant to the said Paragraph 4.

7 Article 4. Reabandonment of Previously Abandoned Wells in the Full
8 Tidal Area

9 The Parties agree that if any abandoned wells in the Full
10 Tidal Area need to be reabandoned because they are exposed by the
11 dredging, excavation, and/or grading being done for the Project,
12 then the SLC will be responsible for paying for any such required
13 reabandonments of any previously abandoned wells; Provided,
14 however, that if a well had been abandoned by CalResources but
15 had not been abandoned to the California Department of Oil and
16 Gas Regulation's then existing abandonment standards, then
17 CalResources shall be responsible for reabandoning such well
18 within 120 days of being notified by the SLC of the same and for
19 bearing all costs associated with such reabandonment.

20 Article 5. Contaminated Soils from Wellbores, Well Pads, and
21 Roads

22 A. If the SLC determines, in consultation with the other
23 State and Federal agencies which are parties to the Bolsa Chica
24 Lowlands Project Agreement, that any soils from wellbores, or on
25 or in a well pad, associated with one of the 55 wells identified
26 in Exhibit C hereto or that any soils on or in any roadway for
27 which the SLC requires early removal, relocation, or contouring
28 in the Full Tidal Area are contaminated and therefore cannot be
29 left in place or dredged for ocean disposal, then an effort will
30 be made by the SLC to use all such materials in the construction
31 of the Berms to the maximum extent possible, consistent with
32 Project needs and environmental considerations. If the SLC
33 determines, in consultation with the other State and Federal
34 agencies which are parties to the Bolsa Chica Lowlands Project
35 Agreement and for whatever reason, that such soils cannot be used
36 in the Berms, but if such soils can be used for offsite road or
37 construction fill under the then applicable standards of the
38 Santa Ana Regional Water Quality Control Board, then 80 percent
39 of the cost of removing such soils and disposing of them in an

1 approved road or construction fill shall be borne by the SLC and
2 20 percent by CalResources. If any portion of such soils are so
3 contaminated that they cannot be used for road or construction
4 fill, then CalResources shall bear all costs of removing and
5 properly disposing of such portion off of the Project Lands,
6 except that such soils may be temporarily stockpiled on Project
7 Lands outside of the Full Tidal Area and Managed Tidal Area for
8 future soil blending or other treatment.

9 B. If a wellbore, well pad, or road or road segment which
10 is subject to Article 5.A. above is located within one of the
11 areas which CalResources is responsible for cleaning up pursuant
12 to that certain "Clean-Up Agreement and Release" between the SLC,
13 CalResources, and Koll Real Estate Group entered into
14 concurrently with this Agreement, and if, pursuant to the
15 processes and procedures for which the said Clean-Up Agreement
16 and Release calls, it is determined that an area for which
17 CalResources is responsible need not be cleaned up except for the
18 soils from such a wellbore, well pad, or road or road segment,
19 then the provisions of Article 5.A. above, rather than the
20 provisions of the said Clean-Up Agreement and Release, shall
21 govern and clean-up costs shall be allocated between the SLC and
22 CalResources in accordance with Article 5.A. above. On the other
23 hand, if it is determined pursuant to the said Clean-Up Agreement
24 and Release that an area for which CalResources is responsible
25 needs to be cleaned up not only because of the soils in a
26 wellbore, well pad, or road or road segment which is located
27 within such an area, then the said Clean-Up Agreement and Release
28 shall govern and the costs of cleaning up the entire area,
29 including the soils from the wellbores, well pads, and roads or
30 road segments located within such an area, shall be the
31 responsibility of CalResources and Article 5.A. above shall not
32 apply.

33 Article 6. Oil Field Facilities Other Than Wells and Roads

34 A. Pursuant to, and subject to the limitations of,
35 Paragraph 7 of the BSUA, the Parties agree that the SLC is
36 responsible for the cost of:

(1) Relocating or abandoning electrical service cables, conduits, and associated electrical equipment necessitated by the construction of the Project;

(2) Relocating or abandoning pipelines and associated facilities necessitated by construction of the Project;

(3) Constructing a suitable structure to carry pipelines and electrical cables and conduits across the Tidal Inlet; and

(4) Providing access for oil field vehicles to the portion of the Whipstock Area which will be isolated by the construction of the Tidal Inlet, either by a new exit off of Pacific Coast Highway 1 or by a bridge across the Tidal Inlet capable of supporting a 100-ton Link Belt crane or a well workover rig.

B. With respect to production support facilities which are removed and relocated at the SLC's request, the design, materials, and construction used in the relocated facilities shall be of no lesser quality and standards, as determined by the SLC in consultation with CalResources, than are typically required of the California oil industry at this time considering the environmental resources which need to be protected from, insofar as is reasonably possible, catastrophic oil spills. If CalResources desires to have production support facilities of higher quality and standards than that specified by the SLC, then the incremental cost of such facilities as compared to the cost of the facilities required by the SLC shall be borne by CalResources.

C. The SLC agrees that the cost of any additional noise abatement measures on wells or other oil field equipment which the SLC requires for the benefit of the Project will be the responsibility of the SLC.

D. CalResources agrees that, pursuant to the ESUA, it is responsible for removing and disposing of all power poles from the Project Lands. Notwithstanding this fact, the SLC agrees to remove and dispose of, at its expense whatever that expense may be, all power poles which it desires to remove from the Project Lands in consideration of CalResources paying to the SLC, not

1 later than May 1, 1997, the sum of Thirty-Seven Thousand Dollars
2 (\$37,000.00). Upon receipt of said payment to the SLC by
3 CalResources, CalResources will be relieved of any responsibility
4 for removing and disposing of any power poles pursuant to the
5 BSUA.

6 DESIGN, CONSTRUCTION, AND OPERATION OF THE PROJECT

7 Article 7. Design of the Project

8 The SLC agrees to use its best efforts, consistent with its
9 obligations pursuant to the Bolsa Chica Lowlands Project
10 Agreement, to ensure that the Project, including elements thereof
11 which are intended to create habitat for and attract threatened
12 and endangered species, is designed to minimize to the extent
13 reasonably practicable the potential detrimental impacts of the
14 Project on CalResources' oil field operations. CalResources
15 agrees to cooperate in good faith with the SLC during the design
16 of the Project to identify ways in which the Project can avoid
17 causing the relocation of CalResources facilities and incurring
18 costs therefore pursuant to the BSUA and this Agreement.

19 Article 8. Location of Berms

20 A. Unless CalResources gives its permission to do
21 otherwise, the Berms shall be located so that any berm's outboard
22 toe is no closer than ten (10) feet from any existing or
23 relocated electrical cable, conduit, pipeline, pipe support, or
24 other oil field facilities.

25 B. The Berms shall be located so that they will not
26 encroach into the one hundred (100) foot by one hundred fifty
27 (150) foot well site easements described in Exhibit B to the BSUA
28 Addendum; Provided, however, that this limitation shall not apply
29 to any easement for a well which is located along a road and on
30 the side of the road across from, rather than adjacent to, the
31 outboard toe of the Berms.

32 Article 9. Requirements for New Fencing

33 The SLC shall, at its expense, construct fencing or other
34 appropriate barriers along and around any viewing area or

1 platform, trail, visitors' center, parking lot, road or other
2 facility which is used or constructed by the SLC for the purpose
3 of allowing the public to view or gain access to the Project
4 Lands, which fencing or barriers shall be sufficient to isolate
5 all of CalResources' continuing oil field activities from such
6 areas and facilities. The SLC shall have no obligation to
7 provide a perimeter fence around the outside boundary of the
8 Project Lands or to fence or gate roads leading onto the Project
9 Lands which are used by CalResources in its operations, except
10 that the SLC shall bear the costs of all fencing and gates
11 associated with the access called for by Article 6.A. (4) above.

12 Article 10. Construction of the Project

13 A. During the construction of the Project, the SLC shall,
14 at its expense, install and maintain temporary construction
15 fencing or other appropriate barriers around all pipelines,
16 wellheads, and other critical equipment which are located within
17 fifty (50) feet of earth-moving operations or earth-moving access
18 roads, said fencing or barriers to be located an appropriate
19 distance from such pipelines, wellheads, and equipment.

20 B. During the construction of the Project, the SLC shall
21 obtain liability waivers from its contractors and establish
22 contractor access and staging areas which do not interfere with
23 CalResources' oil field operations.

24 C. During the construction of the Project, the SLC shall
25 notify the residents of the surrounding area of the Project and
26 provide a contact who residents can contact with questions or
27 concerns about the Project.

28 D. In preparation for and during construction of the
29 Project, the Parties agree that they shall cooperate with each
30 other fully and in good faith to ensure appropriate safety plans,
31 response plans in the event that construction activities cause
32 oil spills or other emergencies, and coordination of construction
33 activities with CalResources' operations, and to address any
34 other matters of mutual interest to the Parties during
35 construction.

1 Article 11. Operation and Maintenance of the Project

2 A. In the operation of the completed Project, the SLC
3 agrees that it will, at its expense:

4 (1) Prevent, to the extent reasonably practicable,
5 percolation of tidal waters through the Berms,

6 (2) Maintain the Berms, and

7 (3) Maintain all fencing or other barriers constructed
8 pursuant to the requirements of Article 10 above.

9 B. The Parties agree to enter into good faith negotiations
10 to develop a mutually agreeable water management plan for the
11 Project Lands, which plan shall address protection of
12 CalResources' assets and recognize CalResources' requirements in
13 conducting its oil field operations. The said plan shall also
14 address any allocation of the costs for pumping water out of the
15 Project Lands, processes for consultation on a periodic basis
16 about management of water on the Project Lands, and such other
17 matters as the Parties may agree to.

18 C. In the operation and maintenance of the Project, the SLC
19 agrees to use its best efforts, consistent with its obligations
20 pursuant to the Bolsa Chica Lowlands Project Agreement, to ensure
21 that operation and maintenance activities, including elements
22 thereof which are intended to manage habitat for threatened and
23 endangered species, are scheduled and carried out in a manner
24 which minimizes to the extent reasonably practicable the
25 potential detrimental impacts of the Project on CalResources' oil
26 field operations. Even if the SLC enters into an agreement with
27 a third party for the management of the Project Lands in
28 accordance with Section 7 of the Bolsa Chica Lowlands Project
29 Agreement, the SLC will remain actively involved and shall be
30 CalResources' contact regarding all Project issues, consistent
31 with its obligations pursuant to the Bolsa Chica Lowlands Project
32 Agreement, in the management of the Project Lands outside of the
33 Full Tidal Area as long as oil producing operations continue.

34 D. CalResources agrees to cooperate in good faith with the
35 SLC and any third party which manages the Project Lands to

1 coordinate its oil field operations with fish and wildlife
2 management efforts.

3 Article 12. Whipstock Area

4 The SLC agrees that the surface of the entire Whipstock Area
5 shall be owned and managed by the SLC to support oil operations
6 for the duration of oil operations there, subject, however, to
7 the construction, operation, and maintenance of the Tidal Inlet
8 in accordance with the Bolsa Chica Lowlands Project Agreement.

9 Article 13. Other Matters

10 A. The Parties agree that they shall, within 30 days of the
11 effective date of this Agreement, enter into good faith
12 negotiations to develop an agreement which will: (i) detail how
13 CalResources' "... direct costs, plus engineering design and
14 field supervision ..." costs pursuant to Paragraph 7 of the BSUA
15 will be computed for the purposes of the SLC reimbursing
16 CalResources when called for by the said Paragraph 7, and (ii)
17 specify how and when the SLC shall reimburse CalResources for its
18 expenses (salary, other direct expenses, and overhead) if and
19 when the SLC asks CalResources, and CalResources agrees to,
20 provide assistance to the SLC relative to the Project above and
21 beyond that covered by the said Paragraph 7.

22 B. The SLC, and its contractors, consultants, or agents,
23 shall comply with all of CalResources' safety requirements
24 (including H₂S) while visiting or working within the operating
25 oil field and, when visiting the oil field for purposes of the
26 restoration project, shall give CalResources reasonable advance
27 notice of all visits to or work within the operating oil field.

28 C. During the construction of the Project, and in the
29 operation and maintenance of the Project, the SLC shall plan and
30 coordinate all work with CalResources in a manner that minimizes
31 production downtime. Likewise, CalResources will, in good faith,
32 cooperate with the SLC and any third party which is managing the
33 construction, operation, and maintenance of the Project.

1 MISCELLANEOUS PROVISIONS

2 Article 14. Successors and Assigns

3 This Agreement shall be binding upon, and shall inure to the
4 benefit of, the Parties and their respective legal
5 representatives, successors, and assigns.

6 Article 15. Rule of Ambiguities

7 The Parties acknowledge that this Agreement is a negotiated
8 agreement reviewed by counsel for both Parties and that the rule
9 of construction providing that ambiguities in an agreement shall
10 be construed against the party drafting the same shall not apply
11 to this Agreement.

12 Article 16. Addresses for Notices

13 Any notices, other communications, or payments required by
14 or necessary to effect this Agreement shall be sent to the
15 following addresses:

16 Executive Officer
17 California State Lands Commission
18 100 S. Howe, Suite 100 South
19 Sacramento, CA 95825-8202

20 Asset Manager - Coastal
21 CalResources LLC
22 P. O. Box 11164
23 Bakersfield, CA 93389-1164
24

25 Article 17. Effective Date of This Agreement

26 This Agreement shall take effect on the later of the dates
27 upon which it is executed by each Party.

28 Article 18. Duplicate Originals

29 This Agreement is being executed in duplicate originals,
30 with one copy for each Party. It may also be executed in
31 counterparts, in which event all counterparts, taken together,
32 shall constitute one and the same instrument.

CalResources LLC:

Robert C. Night
signature

Signature

Robert C. Hight
Typed or Printed Name

J. C. Boyd
Typed or Printed Name

Executive Officer
Title

Attorney-in-Fact
Title

Date _____

Date 02/13/97

SIGNAL LOWLANDS

ORANGE COUNTY, CA.

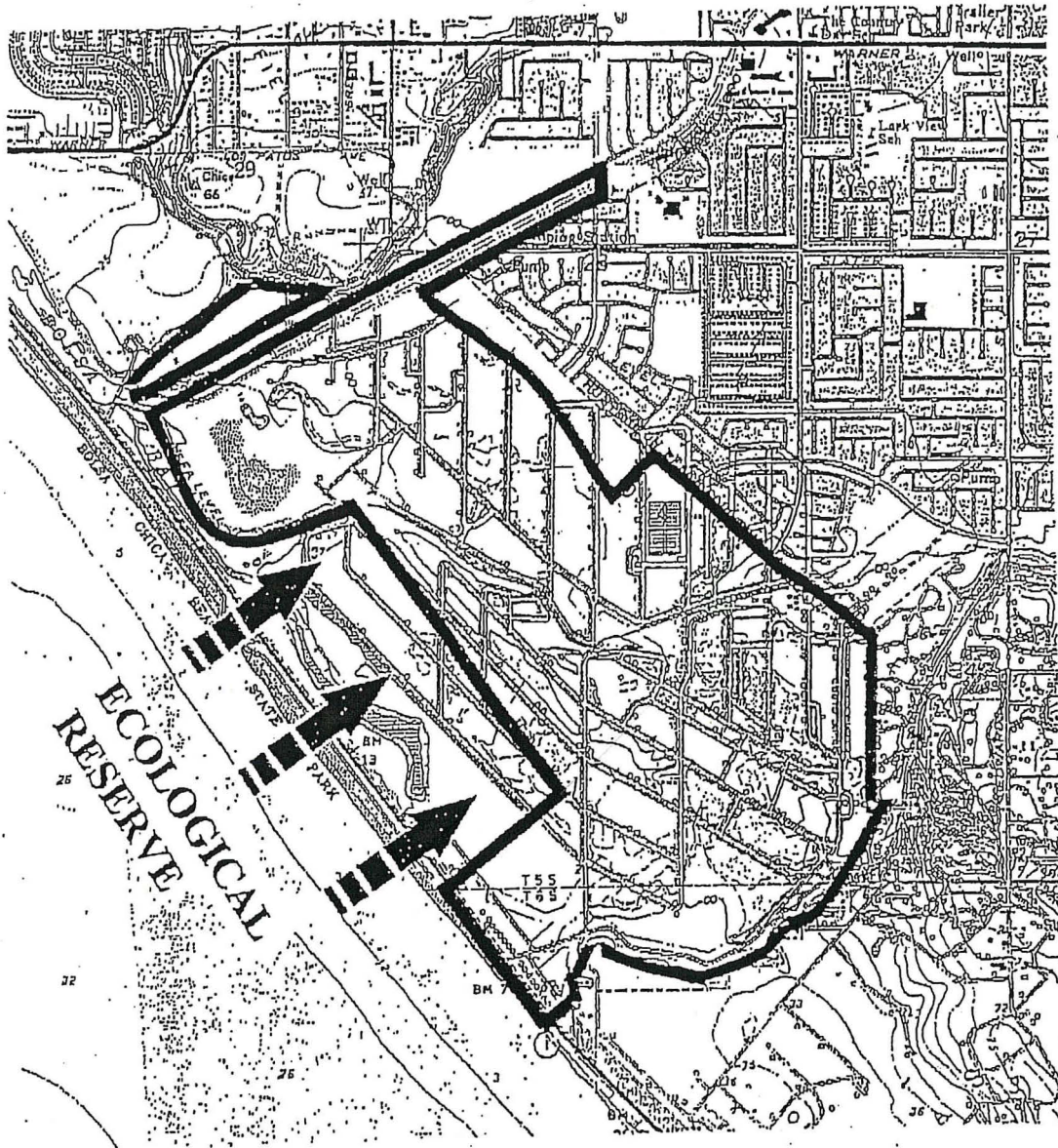


EXHIBIT "A"

No Scale

EXHIBIT A

SCOPE OF WORK

1. Services – DFG agrees to provide staff services to CSLC as outlined in Attachment I, Statement of Work, for the purpose of providing on-site operation, maintenance and management of the Bolsa Chica Lowlands Project (Restoration Project).
2. Total Costs – The total amount of this Agreement shall not exceed \$569,999 as specified in paragraph 3 of the Standard Agreement and summarized in Attachment 2, Project Budget, to this Agreement.
3. Term – The term of the agreement is from October 1, 2006 to August 23, 2009. Parties agree that the term may be extended for one or more years upon mutual agreement.
4. The project representatives during the term of this Agreement will be:

California State Lands Commission

Name: Judy Brown
Phone: 916-574-1868
Fax: 916-574-1835
E-mail: brownj@slc.ca.gov

Department of Fish and Game

Name: Theresa A. Stewart
Phone: 858-467-4209
Fax: 858-467-4239
E-mail: tstewart@dfg.ca.gov

5. Direct all Agreement inquiries to:

California State Lands Commission

Name: Annabell Abeleda
Phone: 916-574-1871
Fax: 916-574-1875
E-mail: abeleda@slc.ca.gov

Department of Fish and Game

Name: Eva Rios
Phone: 858-636-3175
Fax: 858-467-4239
E-mail: erios@dfg.ca.gov

EXHIBIT B

BUDGET AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered and upon receipt and approval of the invoices, the State Lands Commission, acting in its capacity as Land Bank Trustee under the Kapiloff Land Bank Act, agrees to compensate the California Department of Fish and Game for actual expenditures incurred. Payment shall be made from mitigation funds held in trust in the Kapiloff Land Bank expressly for the Restoration Project. Invoices shall include a detailed listing of staff services provided by employees and classification and any direct Operating Expense and Equipment expenses.

Invoices shall include the Agreement Number and be submitted in triplicate not more frequently than quarterly in arrears to:

California State Lands Commission
100 Howe Avenue, Suite-100 South
Sacramento, CA 95825-8202
Attn: Annabell Abeleda

2. Budget Contingency Clause

It is mutually agreed that if sufficient mitigation funds held in trust in the Kapiloff Land Bank expressly for the Restoration Project are not available and if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this contract, this Agreement shall be of no further force and effect. In this event, the CSLC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Payment

Costs for this Agreement shall include all direct personnel services, staff benefits, direct travel costs and Administrative Overhead and Department Costs and Statewide Costs/PRORATA.

EXHIBIT D

ADDITIONAL PROVISIONS

1. Effective Date

The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.

2. Amendments

This Agreement may be amended in writing and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted.

3. Termination

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice. The California Department of Fish and Game shall be reimbursed for all reasonable expenses incurred up to the date of termination.

ATTACHMENT 1

STATEMENT OF WORK

The Department of Fish and Game shall provide the equivalent of one full-time staff, with necessary supervision management and support, to perform the "Responsibilities of Land Manager" as contained in Attachment 3 of this Agreement. Said work shall be performed in accordance with the following standards:

- Meet all deadlines for submissions of material
- Meet or exceed substantial performance of Responsibilities of Land Manager (see Attachment 3)
- Conduct all operation, maintenance, and management in a workmanlike manner and with professional expertise
- Maintain contact at least monthly with the CSLC Project Manager (PM)
- Maintain contact with the Bolsa Chica Lowlands Advisory Committee (BCLAC) and other parties as requested
- Participate in meetings of the BCLAC as requested
- Respond in a timely manner to comments from CSLC, BCLAC, oil operator and others.
- Promptly correct any deficiencies in operation, maintenance, and management when advised of same by CSLC PM

ATTACHMENT 2
Project Budget

The DFG Land Manager shall prepare Annual Management and Budget Plan (AMBP) and submit to CSLC Land Management Division Project Manager (PM) in accordance with the Annual Budget Calendar below. The management fiscal year shall be from July 1 through June 30 each year except for the first year of the agreement which will be from October 1, 2006 to June 30, 2007.

Annual Budget Calendar

(Fiscal year July 1 – June 30)

April 15	LM submits Annual Management and Budget Plan (AMBP) to CSLC Project Manager.
April 15 – July 1	CSLC staff reviews AMBP, seeks approval from BCLAC and advice from LATF. Commission staff approves AMBP, as may be revised.
July 1 – June 30	LM operates under the approved AMBP. Submits invoices to CSLC PM quarterly for payment.
July 31	LM submits annual management activities report for prior fiscal year to CSLC PM

PROJECT BUDGET DETAIL

Personal Services

Associate Wildlife Biologist	\$178,419.30
Senior Biologist, Supervisor (10%)	\$26,673.00
Temporary Help/Support	\$90,000.00
Total	\$295,092.30

Staff Benefits @ 34.23%

Associate Wildlife Biologist	\$61,073.64
Senior Biologist, Supervisor (10%)	\$9,130.14
Total	\$70,203.78

Sub-total Personal Services **\$365,296.08**

Operating Expense and Equipment

Operating Expense and Equipment	\$43,500.00
Support	\$37,800.00
One-time Start up Expenditures	\$40,000.00
Overhead/IDC @ 17.14 of total contract amount	\$83,402.92

Sub-total Operating Expenses **\$204,702.92**

Total Contract amount **\$569,999.00**

ATTACHMENT 3 DUTIES, RESPONSIBILITIES AND FUNCTIONS

Duties and Responsibilities of DFG Land Manager (LM)

General Supervision and Site Maintenance

- General supervision and maintenance of the site
- Check site for evidence of trespass, cut fencing, damaged signs and other vandalism; repair as necessary
- Check levee faces, culverts and roads at least monthly and after storms and earthquakes for evidence of erosion, rock displacement or other damage as well as proper function and integrity
- Annual nest site preparation and monitoring of threatened and endangered (T&E) species; weed removal
- Cooperate with monitoring and remediation contractor
- Maintain office and records of activities
- Schedule patrols one week-end each month during the summer, and six late afternoon/evening to preclude trespass and vandalism
- Monitor trails and overlooks; clean up and dispose of trash and debris
- Inspect Oil Service Bridge for signs of erosion or other damage. If needed have inspected by licensed engineer. Maintain records and photographs of inspections.
- Cooperate with and assist Local Agency Task Forces (LATF) with public access and interpretive programs, consistent with access plan to be developed.
- Cooperate with Orange County Vector Control District;
- Cooperate with Orange County Water District as necessary for ground water monitoring.
- After 2008, manage predators, remove or relocate corvids and some raptors, and conduct ground squirrel abatement to reduce T&E species losses.
- Notify CSLC PM and BCLAC prior to approval of research requests, restoration work, and other projects by qualified third parties as appropriate that are consistent with the Restoration Project.

Facility Operations

- Assist Aera Energy (Oil Field Operator) with oil spill containment and recovery drills and emergencies as requested.
- Coordinate with Oil Field Operator and CSLC Mineral Resource Management Division (Oil Field Overseer) on day-to-day site operations affecting oil operations
- Review the Seasonal Pond Operations Manual and maintain and adjust control gates to assure proper water levels in the Seasonal Pond Area
- Inspect pump station, pumps and wells of ground water barrier quarterly for proper operation. Check that pumps are operating properly. When required in year three and following, monitor and record water depth and salinity monthly. Maintain a log documenting these tasks.
- Operate and maintain the Bolsa Chica Lowlands Restoration Project pursuant to and in compliance with the Conservator's Operations Manual

Fiscal Matters

- Prepare Annual Management and Budget Plan (AMBP); submit to CSLC Land Management Division Project Manager (PM) by April 15 each year. The management fiscal year shall be from July 1 through June 30 each year.
- Prepare AMBP for first nine months (FY 2006-07) to CSLC PM by October 1, 2006.
- Prepare Annual Management Report of activities and accomplishments at fiscal year-end and submit to PM by July 31 each year.
- Coordinate with CSLC PM regarding changes that may be necessary in the AMBP
- Prepare and submit invoices for management quarterly to CSLC PM
- Pay invoices for office expenses, equipment, utilities and other costs consistent with the AMBP

Reports/Permits

- Maintain a log of all control gate operations and maintenance
- Maintain necessary T&E species permits to operate, maintain, and manage the Bolsa Chica Lowlands Restoration Project
- Prepare public access plan for the Project site for review and approval by the BCLAC and the Oil Field Operator. The public access plan shall consider the actions of adjacent property owners. The public access plan shall be coordinated with Orange County and the City of Huntington Beach.
- Maintain and renew all federal, state, or local government permits necessary for the use, operation and maintenance of the onsite modular office buildings. Permit amendments shall be submitted to the CSLC PM for consideration by the BCLAC.
- Provide CSLC PM an after-hours emergency phone contact telephone number.
- Maintain an emergency oil spill notification list; update as needed.
- Maintain a non-oil-related emergency notification list; update as needed.

Parties acknowledge that this may not be inclusive of all tasks to be performed. Additional tasks and duties may be added and those listed may be modified or deleted upon mutual consent of the parties as specific management needs of the Restoration Project become more apparent.

**Responsibilities of State Lands BOLSA Project Manager
(PM)**

- Oversee Agreement with Land Manager
- Receive and review Annual Management and Budget Plan and Annual Management Report, provide copies to Bolsa Chica Lowlands Advisory Committee for review and approval
- Receive and process quarterly invoices from Land Manager
- Process requests for changes in the AMBP
- Coordinate with Local Advisory Task Force, Mineral Resources Management Division, BCLAC as necessary

Functions of Advisory Groups

BOLSA CHICA LOWLANDS ADVISORY COMMITTEE (BCLAC)

Members

California State Lands Commission
U.S. Fish & Wildlife Service
National Marine Fisheries Service
U.S. Army Corps of Engineers
U.S. Environmental Protection Agency
California Department of Fish & Game

Function: To advise the California State Lands Commission on management of the Lowlands

- Review, comment on and approve Annual Management and Budget Plan (AMBP)
- Review, comment on and approve changes to AMBP
- Suggest additional work or changes needed to AMBP
- Review work products and progress of contracted work (biological and beach profile monitoring as well as bottom profile monitoring and any necessary dredging of the full tidal area and inlet flood bar)
- Review and comment on Annual Management Report and performance of contractor.

LOCAL ADVISORY TASK FORCE (LATF)

Members

Amigos de Bolsa Chica
Bolsa Chica Conservancy
Bolsa Chica Land Trust
City of Huntington Beach
Orange County if not annexed to City

Function: Provide local input to Advisory Committee

- Coordinate local efforts of interpretation and trash clean up in public use areas
- Suggest activities or changes that might be beneficial to the Lowlands

BOLSA CHICA LOWLANDS RESTORATION PROJECT Management Table of Organization

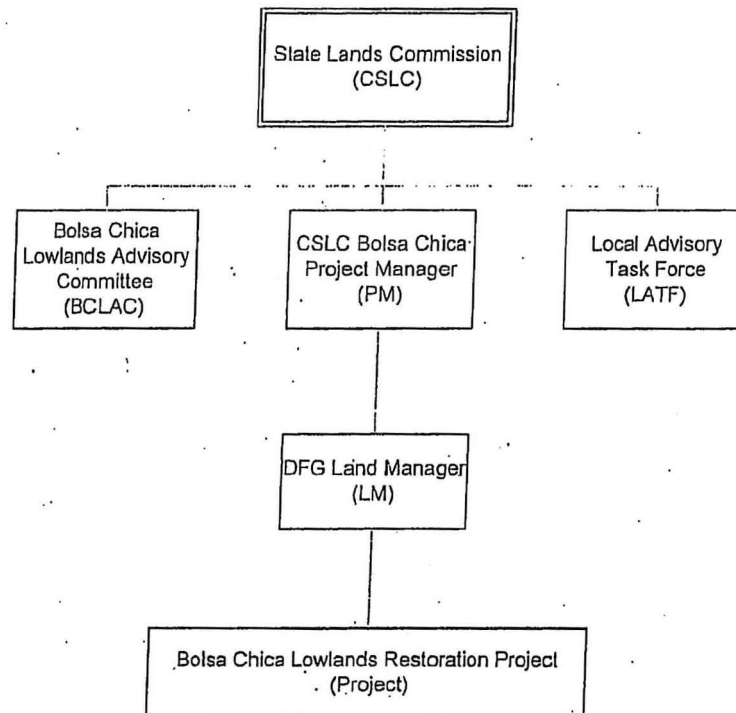


EXHIBIT "B"

MITIGATION
AL GRADING PLAN
APRIL 6, 1986

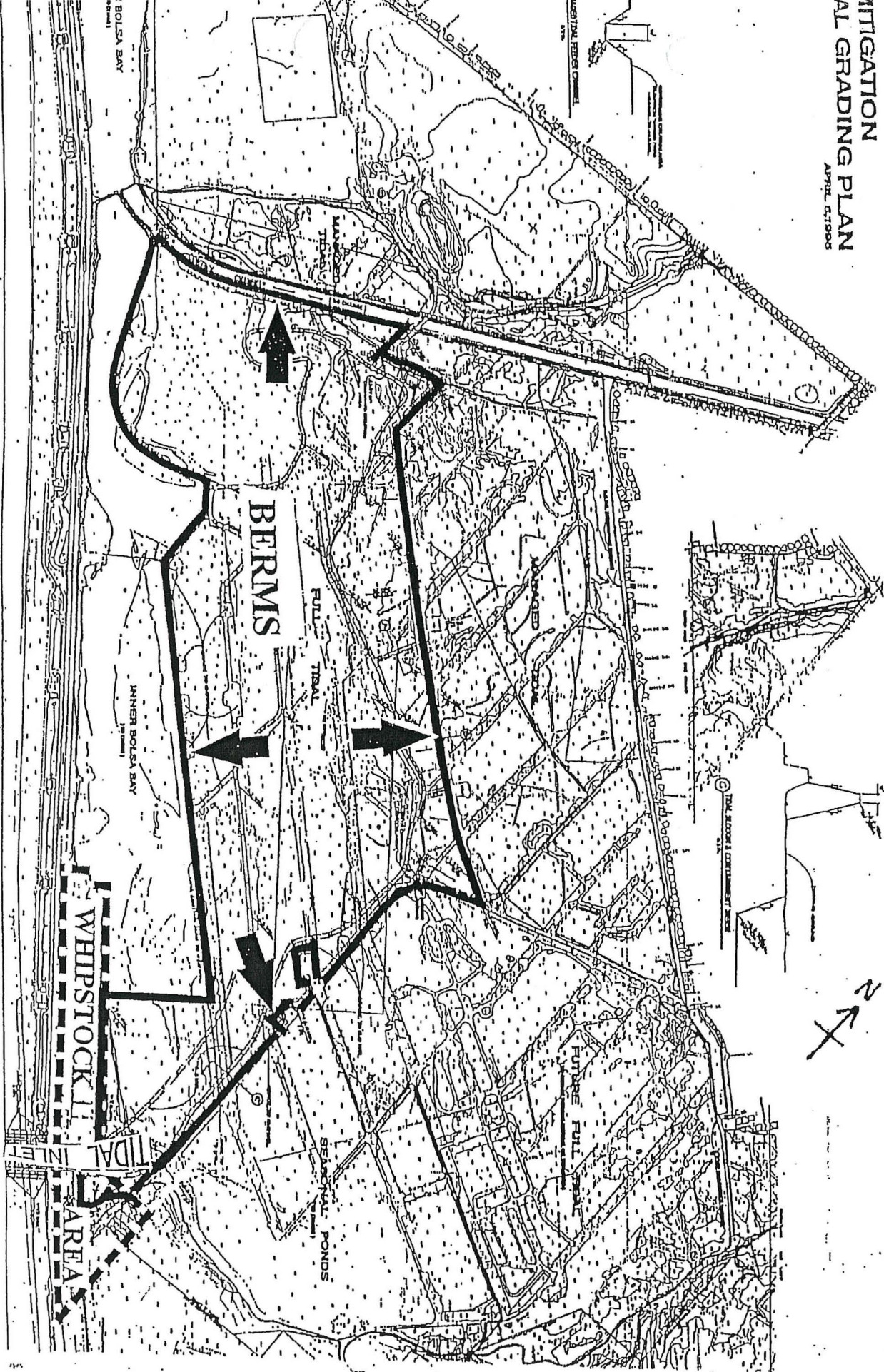


EXHIBIT B

I. Surface Rights Only Reserved to Oil

1. Tank Farm for North Bolsa
2. Tank Farm for South Bolsa
3. Tank Farm For State Leases 163-426
4. Kobe Plant for State Leases 163-426
5. Tank Farm No. 3 (at S.E. Corner)
6. High Pressure Plant State Lease 426
7. Boiler Plant for State Leases 163-426

II. Surface and Subsurface Rights Reserved to Oil

Wells in this Section include oil, fresh water, and salt water wells.

1. Existing Wells

List

2. Future Wells

List

3. Present Idle Wells

List

4. Wells of Fixed Life

List

5. Drilling Area for Parcel 20

In addition to the future wells indicated, Bolsa hereby agrees to allow Oil to have as many as twenty-five (25) additional future sites for oil and water source wells. Locations for future wells outside of Drilling Area for Parcel 20 are to be selected at sites mutually acceptable to Oil and to Bolsa.

At each well site other than that within Drilling Area for Parcel 20 Oil hereby reserves a 20 ft. by 50 ft. area with the well center located in the center of the 20 ft. width and not more than 10 ft. in from one end of the area. Bolsa will grant an easement to Oil covering the surface of an area 100 ft. wide

Exhibit B

by 150 ft. Long (including the 20 ft. by 50 ft. well site) for purposes of well servicing, drilling or redrilling. The portion of the 100 ft. by 150 ft. area outside of the 20 ft. by 50 ft. well site may be paved and used by Bolsa, for temporary uses such as storage, parking, etc., but must be made available to Oil upon 24 hours written notification or demand from Oil. The orientation of the 20 ft. by 50 ft. reserved areas and the 100 ft. by 150 ft. easement areas are to be mutually acceptable to Oil and to Bolsa.

Exhibit C

Full Tidal Area
Listing of 55 Wells
Huntington Beach Field

LAND USE NAME	WELL NAME
<u>A) 17 wells which have ceased production - Cal Resources Responsibility</u>	
* 163.1 BLOCK	1631006
* 163.1 BLOCK	1631007
* 163.1 BLOCK	1631011
* NORTH BOLSA STRIP	NBS110
* SOUTH BOLSA	SBOS101
* SOUTH BOLSA	SBOS101E
* SOUTH BOLSA	SBOS102
* SOUTH BOLSA	SBOS102E
* SOUTH BOLSA	SBOS132
* SOUTH BOLSA	SBOS71B
* SOUTH BOLSA	SBOS81
* SOUTH BOLSA	SBOS81E
* SOUTH BOLSA	SBOS82E
* SOUTH BOLSA	SBOS91
* SOUTH BOLSA	SBOS91X
* SOUTH BOLSA	SBOSD2
* SOUTH BOLSA	SBOSD92
<u>B) Remaining 38 wells in Full Tidal Area</u>	
* NORTH BOLSA	NBS0120
* NORTH BOLSA STRIP	NBS100
* NORTH-BOLSA STRIP	NBS70A
* NORTH BOLSA STRIP	NBS70B
* NORTH BOLSA STRIP	NBS80
* NORTH BOLSA STRIP	NBS90
* SOUTH BOLSA	SBOS103
* SOUTH BOLSA	SBOS104
* SOUTH BOLSA	SBOS111
* SOUTH BOLSA	SBOS112
* SOUTH BOLSA	SBOS112D
* SOUTH BOLSA	SBOS113-1
* SOUTH BOLSA	SBOS121
* SOUTH BOLSA	SBOS122
* SOUTH BOLSA	SBOS123
* SOUTH BOLSA	SBOS124
* SOUTH BOLSA	SBOS124E
* SOUTH BOLSA	SBOS133
* SOUTH BOLSA	SBOS133I
* SOUTH BOLSA	SBOS134
* SOUTH BOLSA	SBOS81A
* SOUTH BOLSA	SBOS82-1
* SOUTH BOLSA	SBOS82A
* SOUTH BOLSA	SBOS83
* SOUTH BOLSA	SBOS83A
* SOUTH BOLSA	SBOS91E
* SOUTH BOLSA	SBOS92-1
* SOUTH BOLSA	SBOS92E
* SOUTH BOLSA	SBOS93
* SOUTH BOLSA	SBOSC1
* SOUTH BOLSA	SBOSC101
* SOUTH BOLSA	SBOSC102
* SOUTH BOLSA	SBOSC103A
* SOUTH BOLSA	SBOSC104
* SOUTH BOLSA	SBOSC2
* SOUTH BOLSA	SBOSC3
* SOUTH BOLSA	SBOSD3
* SOUTH BOLSA	SBOSD81-1

EXHIBIT D

Oil Operating Conditions

1. The conditions listed in this Exhibit shall apply and take effect as to that particular drill site, well site or production site as soon as buildings are constructed on Bolsa Lands within one thousand (1,000) feet of any drill site, well site, or production site.
2. For the purpose of these conditions drill site applies to Items II 5 and II 6 listed in Exhibit "B"; well sites applies to Items II 1,2,3, and 4 listed in Exhibit "B"; and production sites applies to Items I 1,2,3,4,5,6, and 7 listed in Exhibit "B".
3. Within the drill site, well sites, and production sites the following conditions shall apply as indicated:

	<u>Drill Site</u>	<u>Well Site</u>	<u>Production Site</u>
A. That Oil shall remove the derrick from each well within thirty days after the drilling of said well has been completed, and thereafter, when necessary, such completed wells shall be serviced by portable derricks.	x	x	
B. That adequate fire fighting apparatus and supplies shall be maintained for the sites at all times during drilling and production operations.	x	x	x

EXHIBIT D (Continued).

	<u>Drill Site</u>	<u>Well Site</u>	<u>Produc- tion Site</u>
C. That all production equipment used shall be so constructed and operated that, insofar as possible, no noise, vibration, lights, dust, odor or other harmful or annoying substances or effect which can be eliminated or diminished by the use of greater care shall ever be permitted to result from production operations carried on at any site or from anything incident thereto to the injury or detriment of persons living in the immediate area of operations; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in methods of production shall be adopted as they, from time to time, become available if capable of reducing factors of nuisance or annoyance, and if the costs thereof are reasonable and not otherwise prohibitive.	x	x	x
D. All permanent equipment shall be painted and kept in neat condition. All operations shall be as free from noise as reasonably possible.	x	x	x
E. That an internal combustion engine or electrical equipment may be used in the drilling or pumping operations of the well, and if an internal combustion engine is used, that mufflers be installed on engines so as to reduce noise to a reasonable minimum.	x	x	x

EXHIBIT D (Continued)

	<u>Drill Site</u>	<u>Well Site</u>	<u>Produc- tion Site</u>
F. That no materials, equipment, tools or pipe used for either drilling or production operations shall be delivered to or removed from the site except between the hours of 7:00 o'clock A.M. and 9:00 o'clock P.M., on any day, except in case of emergency incident to unforeseen drilling or production operations.	x	x	x
G. That no sign shall be constructed, erected, maintained or placed on the premises or any part thereof, except those required by law or ordinance to be displayed in connection with oil field operations.	x	x	x
H. That suitable and adequate sanitary toilet and washing facilities shall be installed and maintained in a clean and sanitary condition at all times.	x		x
I. All derricks or masts used for drilling type operations on drill or well sites shall have a portable rig sound suppression of source areas using fire resistant sound-proof material consisting of vinyl dashed coated glass cloth containing center filler of two-inch spun glass, or equivalent, sound-deadening material. As long as buildings which are constructed on the Bolsa Lands are 500 ft. or farther from the site no sound-proofing will be required if work on drill or well site is conducted only between the hours of 7:00 A.M. and 9:00 P.M. of any day except in the cases of emergency.	x	x	

EXHIBIT D (Continued)

	<u>Drill Site</u>	<u>Well Site</u>	<u>Production Site</u>
J. Portable masts used for servicing wells will not be required to be sound-proofed as listed in Paragraph J above provided that work on drill or well site is conducted only between the hours of 7:00 A.M. and 9:00 P.M. of any day except in the cases of emergency. permanent	x	x	
K. No water or oil storage tanks, or other shipping facilities (other than testing, metering, meter proving and corrosion control) shall be permitted on the drill or well sites.	x	x	
L. Portable equipment shall be used in all meter and gauge proving work and remedial, rework or maintenance work and shall be removed from the drill or well site upon completion of such work.	x	x	
M. Parking shall be provided on the site for employees engaged in full time operations on the site or be provided elsewhere other than the public street.	x	x	x
N. The drilling of the wells shall be conducted in accordance with good oil field practice and the latest techniques and refinements in equipment and materials shall be used.	x	x	
O. The adequate blow-out prevention equipment shall be installed and maintained in connection with the drilling, redrilling or reworking of any well.	x	x	

ADDENDUM TO BOLSA SURFACE USE AGREEMENT

THIS AGREEMENT made and entered into as of the 29th day of April, 1975, by and between SIGNAL BOLSA CORPORATION (Bolsa), a California Corporation, and BURMAH OIL AND GAS COMPANY (Oil), a Delaware Corporation formerly known as Signal Oil and Gas Company.

W I T N E S S E T H:

THAT WHEREAS under date of September 2, 1971, that certain Bolsa Surface Use Agreement (Agreement) was executed by and between Bolsa and Oil; and

WHEREAS, Bolsa and Oil desire to update certain exhibits described in said Agreement and to make certain additions and amendments to said Agreement; and

WHEREAS, the parties intend that said Agreement shall cover and include the oil and gas facilities, including Well S-22, on the hereinafter described gas plant site now owned by Bolsa and leased to Oil:

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained, it is hereby agreed as follows:

1. Addendum Exhibit "A" attached hereto is hereby adopted, confirmed and incorporated as the Exhibit "A" of said Agreement in the place and stead of the original Exhibit "A" thereof.
2. Addendum Exhibit "B" attached hereto is hereby adopted, confirmed and incorporated as the Exhibit "B" of said Agreement in the place and stead of the original Exhibit "B" thereof.
3. Addendum Exhibit "C" attached hereto is hereby adopted, confirmed and incorporated as the Exhibit "C" of said Agreement in the place and stead of the original Exhibit "C" thereof.

4. The existing gas plant site owned by Bolsa and leased to Oil consisting of 8 acres, more or less, described on Addendum Exhibit "E" attached hereto is adopted, confirmed and incorporated as Exhibit "E" of said Agreement and said site owned by Bolsa and the oil field facilities thereon owned by Oil, including Well-S-22, shall be owned and held subject to the terms and provisions of said Agreement. The operating and maintenance of the gas plant facilities is not subject to said Agreement and shall continue to be owned, operated and maintained under the terms and provisions of the Lease and Agreement between Bolsa and Oil dated April 1, 1974.

5. Paragraph No. 10 of said Agreement is hereby amended to the extent necessary to add thereto the following sentence:

"Oil agrees to promptly execute and deliver to Bolsa any parcel maps, tract maps, consents, estoppel certificates or other similar or related documents as Bolsa may request, provided, however, that Burmah will be reimbursed for all direct costs included in such execution and delivery."

6. Except as hereinabove supplemented and amended, said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNAL BOLSA CORPORATION

By

By

BURMAH OIL AND GAS COMPANY

By

By

ADDENDUM EXHIBIT "B"

I. Non-exclusive surface rights reserved to Oil:

1. Tank farm for North Bolsa - for description of area see Page 2 of Addendum Exhibit "B.:"
2. Tank farm for South Bolsa - for description of area see Page 3 of Addendum Exhibit "B."
3. Tank farm and well site area for State Leases 163, 392 Bolsa and 426 - for description of area see Page 4 of Addendum Exhibit "B."

II. Well sites reserved to Oil - for listing of well sites see Pages 5 through 8 of Addendum Exhibit "B."

In addition to the wells indicated above, Bolsa hereby agrees to allow Oil to have as many as twenty-five (25) additional future sites for oil and water source wells. Locations for future wells are to be selected at sites mutually acceptable to Oil and Bolsa.

At each well site Oil hereby reserves a 20 ft. by 50 ft. area with the well center located in the center of the 20 ft. width and not more than 10 ft. in from one end of the area. Bolsa will grant an easement to Oil covering the surface of an area 100 ft. wide by 150 ft. long (including the 20 ft. by 50 ft. well site) for purposes of well servicing, drilling or redrilling. The portion of the 100 ft. by 150 ft. area outside of the 20 ft. by 50 ft. well site may be paved and used by Bolsa, for temporary uses such as storage, parking, etc., but must be made available to Oil upon 24 hours written notification or demand from Oil. The orientation of the 20 ft. by 50 ft. reserved areas and the 100 ft. by 150 ft. easement areas are to be mutually acceptable to Oil and to Bolsa.

ADDENDUM EXHIBIT "B"

THE STRINGER COMPANY
Civil Engineers

213 677-1254

470 NORTH BEACH BOULEVARD • LA HABRA, CALIF. 91748

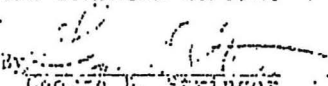
Page 1 of 1
NORTH BOLSA TANK FARM
DESCRIPTION

December 19, 1972

In the County of Orange, State of California, being that portion of Fractional Section 33 and Section 34, Township 5 South, Range 11 West, as shown on the map of Record of Survey recorded in book 92, pages 19 through 28, records of said County, described as follows:

Beginning at a point in the westerly line of said Section 34, lying North 0°21'45" East 3663.09 feet from the south-westerly corner of said Section 34; thence South 89°38'14" East 285.97 feet to the true point of beginning; thence South 175.00 feet; thence West 170.00 feet; thence South 220.00 feet; thence West 650.00 feet; thence North 345.00 feet; thence North 75°41'24" East 611.88 feet; thence South 72°21'00" East 210.87 feet to the true point of beginning.

THE STRINGER COMPANY

By: 
George D. Stringer
Civil Engineer

:kch

J.M. 7004

ADDENDUM EXHIBIT "B"

THE STRINGER COMPANY
Civil Engineers

213 607 1784

810 NORTH BEACH BOULEVARD • LA HABRA, CALIF. 91730

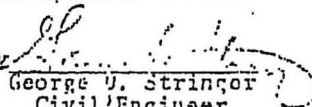
Page 1 of 1
SOUTH BOLSA TANX FARM
DESCRIPTION

December 19, 1972

In the County of Orange, State of California, being that portion of the southeast quarter of Fractional Section 35, Township 5 South, Range 11 West, as shown on the map of Record of Survey recorded in book 92, pages 19 through 28, records of said County, described as follows:

Beginning at a point in the southerly line of said southeast quarter, lying North 89°41'32" West 1785.69 feet from the southeasterly corner of said southeast quarter; thence North 0°18'28" East 1077.13 feet to the true point of beginning; thence East 195.00 feet; thence North 400.00 feet; thence West 445.00 feet; thence South 250.00 feet; thence South 59°02'10" East 291.55 feet to the true point of beginning.

THE STRINGER COMPANY

By 
George U. Stringer
Civil Engineer

:ksh

J.N. 7001

ADDENDUM EXHIBIT "B"

the STRINGER COMPANY
Civil Engineers

(714) 979-7539

17890 Skypark Circle • Irvine, California 92714

PAGE 1 OF 1
163 & 426 STATE LEASES DRILL SITE
BOLSA CHICA
DESCRIPTION
April 29, 1975

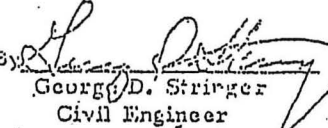
In the County of Orange, State of California, being those portions of Fractional Section 33, Township 5 South, Range 11 West and of Fractional Section 4, Township 6 South, Range 11 West, as shown on the map of Record of Survey recorded in book 92, pages 19 through 28, records of said County, described as follows:

Beginning at the intersection of the easterly line of the northwest quarter of said Fractional Section 4 with the northeasterly line of Pacific Coast Highway, as shown on said map of Record of Survey; thence along said northeasterly line by the following courses: North $43^{\circ}35'41''$ West 532.97 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 5592.02 feet; thence northwesterly along said curve through a central angle of $6^{\circ}29'50''$, an arc length of 634.12 feet; thence tangent to said curve, North $37^{\circ}05'51''$ West 2945.00 feet; thence leaving said northeasterly line, North $52^{\circ}54'09''$ East 192.00 feet; thence South $82^{\circ}05'51''$ East 282.84 feet; thence South $37^{\circ}05'51''$ East 1645.00 feet; thence North $52^{\circ}54'09''$ East 45.00 feet; thence South $37^{\circ}05'51''$ East 60.00 feet; thence South $52^{\circ}54'09''$ West 45.00 feet; thence South $37^{\circ}05'51''$ East 815.00 feet; thence South $89^{\circ}42'20''$ East 607.47 feet to said easterly line of the northwest quarter; thence along said easterly line, South $0^{\circ}17'40''$ West 1281.83 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING:

Beginning at a point in the northeasterly line of Pacific Coast Highway, as shown on said map of Record of Survey, lying North $37^{\circ}05'51''$ West 1790.56 feet from the northwesterly terminus of that certain curve in said northeasterly line, shown as having a central angle of $6^{\circ}29'50''$ and a radius of 5592.02 feet; thence continuing along said northeasterly line, North $37^{\circ}05'51''$ West 1154.44 feet; thence North $52^{\circ}54'09''$ East 192.00 feet; thence South $82^{\circ}05'51''$ East 282.84 feet; thence South $37^{\circ}05'51''$ East 954.44 feet; thence South $52^{\circ}54'09''$ West 392.00 feet to the point of beginning.

THE STRINGER COMPANY

By 
George D. Stringer
Civil Engineer

ADDENDUM EXHIBIT "B"

BOLSA SURFACE USE AGREEMENT

SUMMARY OF EXISTING WELLS AS OF APRIL 15, 1975

NORTH BOLSA LEASE:

Producing	79
Shut-In	52
Injection	0
Idle Injection	1
Fresh Water	2

Total 134

NORTH BOLSA STRIP LEASE:

Producing	14
Shut-In	5
Injection	1

Total 20

SOUTH BOLSA LEASE:

Producing	47
Shut-In	29
Injection	12
Idle Injection	5

Total 93

STATE LEASE 163:

Producing	2
Shut-In	13

Total 15

STATE 392 BOLSA LEASE:

Producing	6
Shut-In	11
Injection	2
Idle Injection	3

Total 22

STATE LEASE 426:

Producing	30
Shut-In	25
Injection	4
Idle Injection	5

Total 64

TOTAL ALL LEASES

Producing	178
Shut-In	135
Injection	19
Idle Injection	14
Fresh Water	2

TOTAL 348

D. L. Chaffee
4/23/75

ADDENDUM EXHIBIT "B"

WLS SURFACE USE AGREEMENT
EXHIBIT "B"

EXISTING OIL, INJECTION, AND FRESH WATER WELLS
AS OF APRIL 15, 1975

(Includes all Producing, Shut-in, Injectors, F.W.)

NORTH BOLSA LEASE:

<u>Upper Ashton</u>			<u>Lower Ashton</u>	
11A	53	101	12A	62A
13	54	101E	13A	63A
21	61	101H	14A	64A
22	62	102	15A	71A
23	62E	102E	23A	72A
31	63	111	24A	81A
31A	71	111E	25A	82A
32	71E	112	26A	91A
32E	71H	121E	32A	101A
33	72	121H	33A	102A
34	73	122	34A	102M
41	81	122E	43A	103A
42	81E	131	43E	111A
43	82	141	44A	112A
44	83	151	44E	113A
51	91	151E	45A	121A
51E	91E	161	51A	122A
52	92	171	52A	131A
52E	93		53A	141A
			53E	161A
			61A	

<u>Miocene C</u>	<u>Fault</u>	<u>Bolsa</u>	<u>Ashton South</u>
11	10A	11B	110A
12	20A	12B	120
21A	20B	13B	121
22A	30A	21B	130A
31C	30B	22B	
41A	30F	31B	
42A	40A	32B	
	40B	33B	
	40F	41B	
	50B	42B	
	60F	52B	
		53B	
		61B	

ADDENDUM EXHIBIT "B"

Bolsa Surface Use Agreement - Exhibit "B"
Existing Oil, Injection and Fresh Water Wells
as of April 15, 1975

NORTH BOLSA STRIP LEASE:

<u>A-37</u>		<u>A-66</u>	<u>Miocene C</u>	<u>Fault</u>	<u>Ashton So.</u>
10C	60	30C	10B	51B	110
20	70B	40C		60A	
30	80	50C		60B	
40	90			70A	
50	100				
50E					

SOUTH BOLSA LEASE:

<u>A-37</u>		<u>A-66</u>	<u>Tar.</u>	<u>Main</u>
S-21	S-82	S-132	S-21B	S-77A
S-22	S-82E	S-133	S-21A	S-22B
S-31	S-83	S-134	S-22A	S-23B
S-31E	S-84		S-32A	S-24B
S-32	S-91	SC-1	S-42A	S-25B
S-41	S-91E	SC-2	S-52A	S-26B
S-51	S-91X	SC-3	S-53A	S-62A
S-52	S-92	SC-101	S-61A	S-64E
S-53	S-92E	SC-102	S-63A	S-71B
S-54	S-93	SG-103	S-71A	S-72B
S-61	S-101		S-72A	S-73B
S-61E	S-101E	SD-2	S-73A	
S-62B	S-102	SD-3	S-82A	
S-63	S-103	SD-81	S-83A	
S-64	S-104	SD-92		
S-71	S-111			
S-72	S-112	SE-1		
S-72E	S-113-1	SE-2		
S-73	S-121			
S-74	S-122	SF-1		
S-74E	S-123	SF-2		
S-81	S-124	SF-3		
S-81E	S-125	SF-4		
		SF-5		

392.1 BOLSA LEASE:

B-1	B-12
B-2	B-14
B-3	B-15
B-4	B-16
B-5	B-17A
B-6	B-18
B-7	B-19A
B-8	B-20
B-9	B-21
B-10	B-22
B-11	B-23

ADDENDUM EXHIBIT "B"

Dolsa Surface Use Agreement - Exhibit "B"
Existing Oil, Injection and Fresh Water Wells
as of April 15, 1975

STATE LEASE 163:

1	9
2	10
3	11
4	12
5	13
6	14
7	15
8	

STATE LEASE 426:

1	108	129
2	109	130
3	110	131
4	111	132
5	112	133
6	113	134
7	114	135
8	115	136
9	116	137
10	117	138
11	118	139
12	119	140
23	120	141
24	121	142
45	122	143
101	123	144
102	124	145
103	125	146
104	126	147
105	127	148
106	128	149
107		

ADDENDUM

EXHIBIT "E"

Those portions of Sections 3 and 4 in Township 6 South, Range 11 West, in the county of Orange, state of California, as per map recorded in Book 51, Page 14 of Miscellaneous Maps, in the office of the County Recorder of said County; and of Section 34 in Township 5 South, Range 11 West, as per map recorded in Book 51, Page 13 of said Miscellaneous Maps, described as follows:

Beginning at the northwest corner of said Section 3, as shown on a map filed in Book 92, Pages 19 to 28 inclusive of Records of Survey in said office of the County Recorder; thence along the west line of said Section 34, North $0^{\circ}21'46''$ East 150.00 feet; thence parallel with the south line thereof, South $89^{\circ}41'32''$ East 503.80 feet to the easterly line of the land described in deed to George W.H. Allen, recorded December 26, 1941, in Book 1139, Page 1 of Official Records; thence along said easterly line, South $26^{\circ}50'08''$ West 167.65 feet to said south line of Section 34; thence along said line, South $89^{\circ}41'32''$ East 231.56 feet; thence continuing along said easterly line, South $0^{\circ}16'05''$ West 329.03 feet, North $89^{\circ}41'32''$ West 660.63 feet, South $0^{\circ}16'05''$ West 329.04 feet and North $89^{\circ}38'14''$ West 150.00 feet; thence leaving said easterly line, North $0^{\circ}16'05''$ East 657.93 feet to the north line of said Section 4; thence South $89^{\circ}41'32''$ East 150.00 feet to the point of beginning.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): 110-016-09 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA *SLC*
 Mailing Addr: 100 HOWE AVE 100 SO SACRAMENTOO CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SE1/4

Assessment

Total Value:	\$3,909	Use Code:	8	Zoning:
Land Value:	\$3,909	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$3,909	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:**Ownership**

Parcel# (APN): 110-016-11 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE 100 SO SACRAMENTOO CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SE1/4

Assessment

Total Value:	\$2,253	Use Code:	8	Zoning:
Land Value:	\$2,253	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$2,253	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:**Ownership**

Parcel# (APN): 110-016-12 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE #100-SOUTH SACRAMENTO CA 95825-8202
 Legal Description: POR. SE 1/4 SEC. 29 T5S R11W.

Assessment

Total Value:	\$441,055	Use Code:	8	Zoning:
Land Value:	\$441,055	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$441,055	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R02792665
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:**Ownership**

Parcel# (APN): 110-016-22 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE 100 S SACRAMENTO CA 95825-8219
 Legal Description: SEC 28 T 5 R 11 POR SW1/4

Assessment

Total Value:	\$104	Use Code:	8	Zoning:
Land Value:	\$104	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$104	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R051008256
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): 110-016-25 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE 100 SO SACRAMENTOO CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR E1/2AND POR W1/2 SEC

Assessment

Total Value:	\$7,637	Use Code:	8	Zoning:
Land Value:	\$7,637	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$7,637	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): **110-016-29** Use Description: **TAX EXEMPTS**
 Parcel Status:
 Owner Name: **STATE OF CALIFORNIA**
 Mailing Addr: **100 HOWE AVE 100 SO SACRAMENTOO CA 95825-8202**
 Legal Description: **SEC 28 T 5 R 11 POR SW1/4 AND POR SE1/4**

Assessment

Total Value:	\$1,374,364	Use Code:	8	Zoning:
Land Value:	\$1,374,364	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$1,374,364	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): 110-016-30 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: SACRAMENTO SACRAMENTO CA 958 CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SE1/4

Assessment

Total Value:	\$542,233	Use Code:	8	Zoning:
Land Value:	\$542,233	Tax Rate Area:	073002	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$542,233	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): 110-017-10 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE #100-SOUTH SACRAMENTO CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SW1/4

Assessment

Total Value:	\$132,952	Use Code:	8	Zoning:
Land Value:	\$132,952	Tax Rate Area:	064001	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$132,952	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R02792665
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:

Ownership

Parcel# (APN): 110-017-11 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: 100 HOWE AVE 100 SO SACRAMENTOO CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SW1/4

Assessment

Total Value:	\$329	Use Code:	8	Zoning:
Land Value:	\$329	Tax Rate Area:	064001	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$329	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

 Property Address:**Ownership**

Parcel# (APN): **110-017-49** Use Description: **TAX EXEMPTS**
 Parcel Status:
 Owner Name: **STATE OF CALIFORNIA**
 Mailing Addr: **SACRAMENTO SACRAMENTO CA 958 CA 95825-8202**
 Legal Description: **SEC 33 T 5 R 11 POR OF SEC AND POR SECT**

Assessment

Total Value:	\$3,877,178	Use Code:	8	Zoning:
Land Value:	\$3,877,178	Tax Rate Area:	064001	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$3,877,178	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building Class:		Timber Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

Orange, CA WEBSTER GUILLORY, ASSESSOR

ParcelQuest by CD-DATA

☐ Property Address:**Ownership**

Parcel# (APN): 110-017-54 Use Description: TAX EXEMPTS
 Parcel Status:
 Owner Name: STATE OF CALIFORNIA
 Mailing Addr: SACRAMENTO SACRAMENTO CA 958 CA 95825-8202
 Legal Description: SEC 29 T 5 R 11 POR SE1/4

Assessment

Total Value:	\$86,507	Use Code:	8	Zoning:
Land Value:	\$86,507	Tax Rate Area:	064001	Census Tract: 994.15/4
Impr Value:		Year Assd:	2008	Impr Type:
Other Value:		Property Tax:		Price/SqFt:
% Improved:		Delinquent Yr:		
Exempt Amt:	\$86,507	Exempt Codes:	N	

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording Date:				
Recording Doc:				R97069448
Rec. Doc Type:				
Transfer Amount:				
Seller (Grantor):				
1st Trust Dd Amt:				
2nd Trust Dd Amt:				

Property Characteristics

Lot Acres:	Year Built:	Fireplace:
Lot SqFt:	Effective Year:	A/C:
Bldg/Liv Area:		Heating:
Units:	Total Rooms:	Pool:
Buildings:	Bedrooms:	Flooring:
Stories:	Baths (Full):	Park Type:
Style:	Baths (Half):	Spaces:
Construction:	Bsmt SqFt: N/A	Site Influence:
Quality:	Garage SqFt:	
Building		Timber
Class:		Preserve:
Condition:		Ag Preserve:
Other:		
Other Rooms:		

**The information provided here is deemed reliable, but is not guaranteed.

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SEE SPECIAL PAGE 110-019 FOR FEE TITLE ASSESSMENT BELOW SURFACE
T 5 S, R 11 W

1" = 100'

1" = 500'

1" = 1000'

110-01

110-019

110-020

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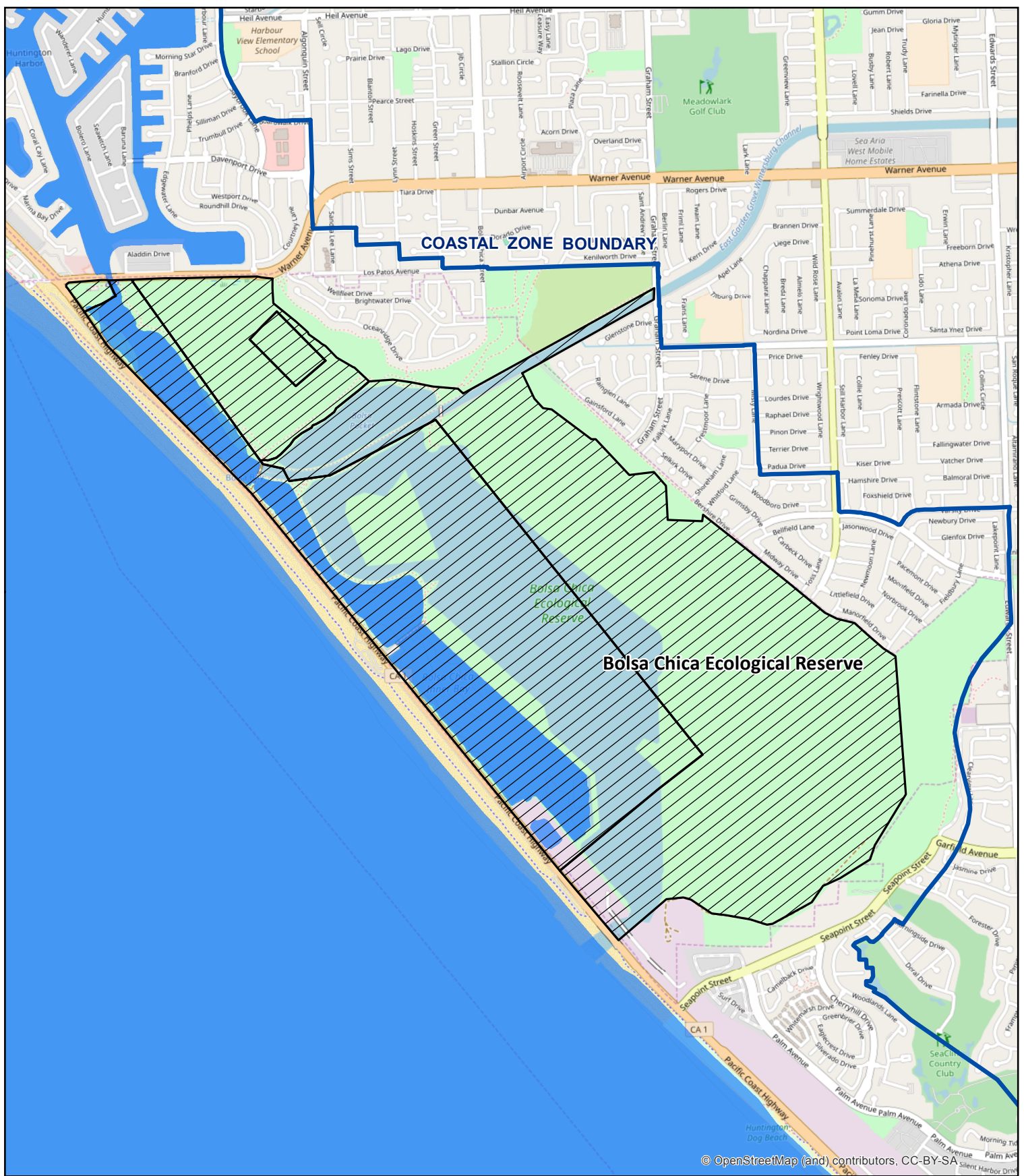
110-345

1

ASSESSOR'S MAP
BOOK 110 PAGE 01
COUNTY OF ORANGE

* PRIVATE STREET

www.parcelquest.com



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CDFW Properties in the Coastal Zone

- Coastal Zone Boundary
- CDFW Properties
- Current Tidelands per National Wetlands Inventory

California Department of Fish and Wildlife Bolsa Chica Ecological Reserve and State Lands Commission's Leases



-  CDFW Land Fee Title
-  SLC Lease

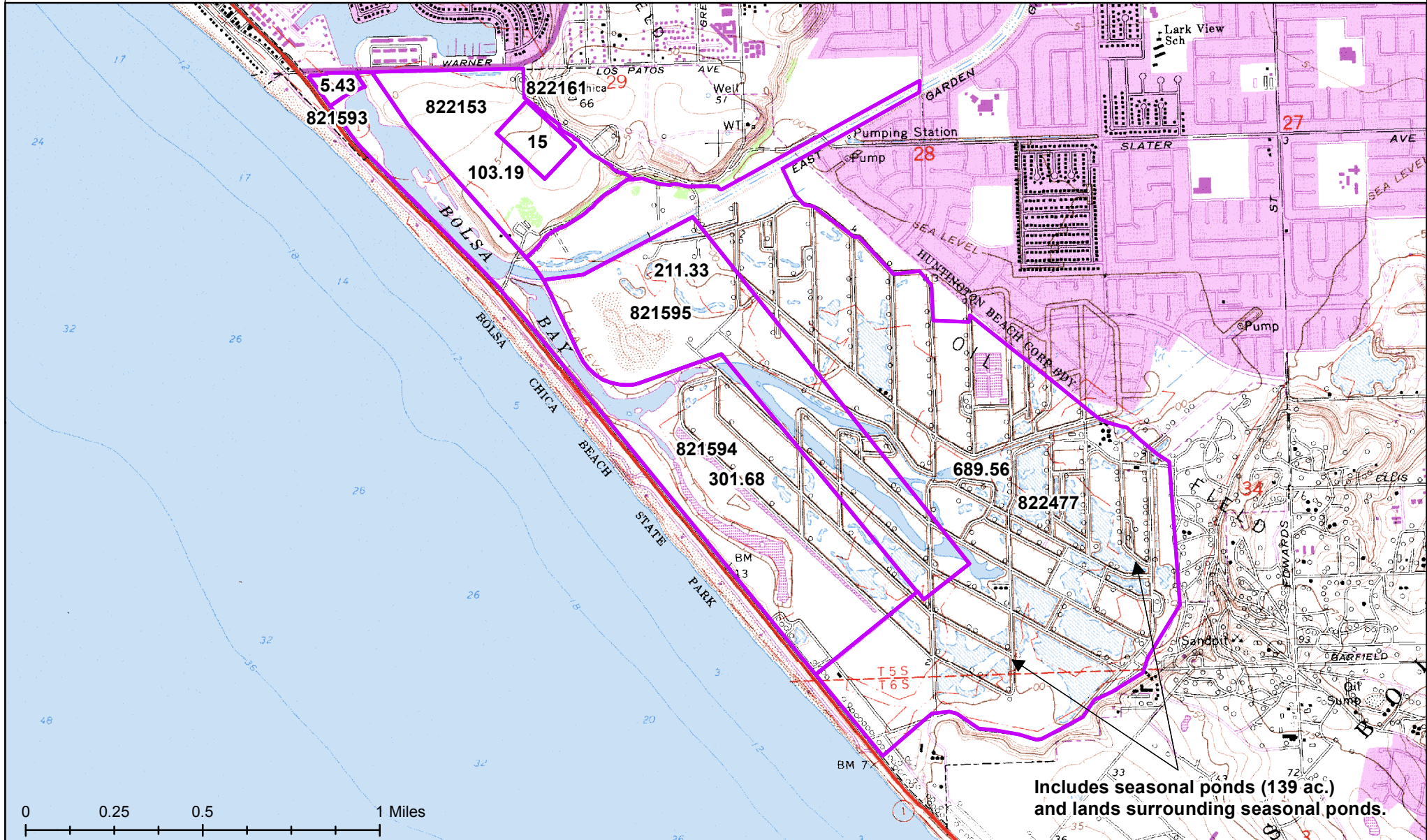
Disclaimer: Boundaries are approximate.
Maps are intended for general purposes only.

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

California Department of Fish and Wildlife

Bolsa Chica Ecological Reserve

Orange County



DATA SOURCE
CDFW Lands, February 2019
USGS TOPO 1:24,000

 Bolsa Chica Ecological Reserve

0.00 Calculated GIS Acres

Disclaimer: Boundaries are approximate.
Maps are intended for general purposes only.

SEAL BEACH

Wildlife Branch, Lands Program
LO, 2/25/2019

California Department of Fish and Wildlife

Bolsa Chica Ecological Reserve

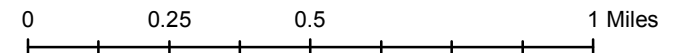
Orange County



DATA SOURCE
CDFW Lands, February 2019

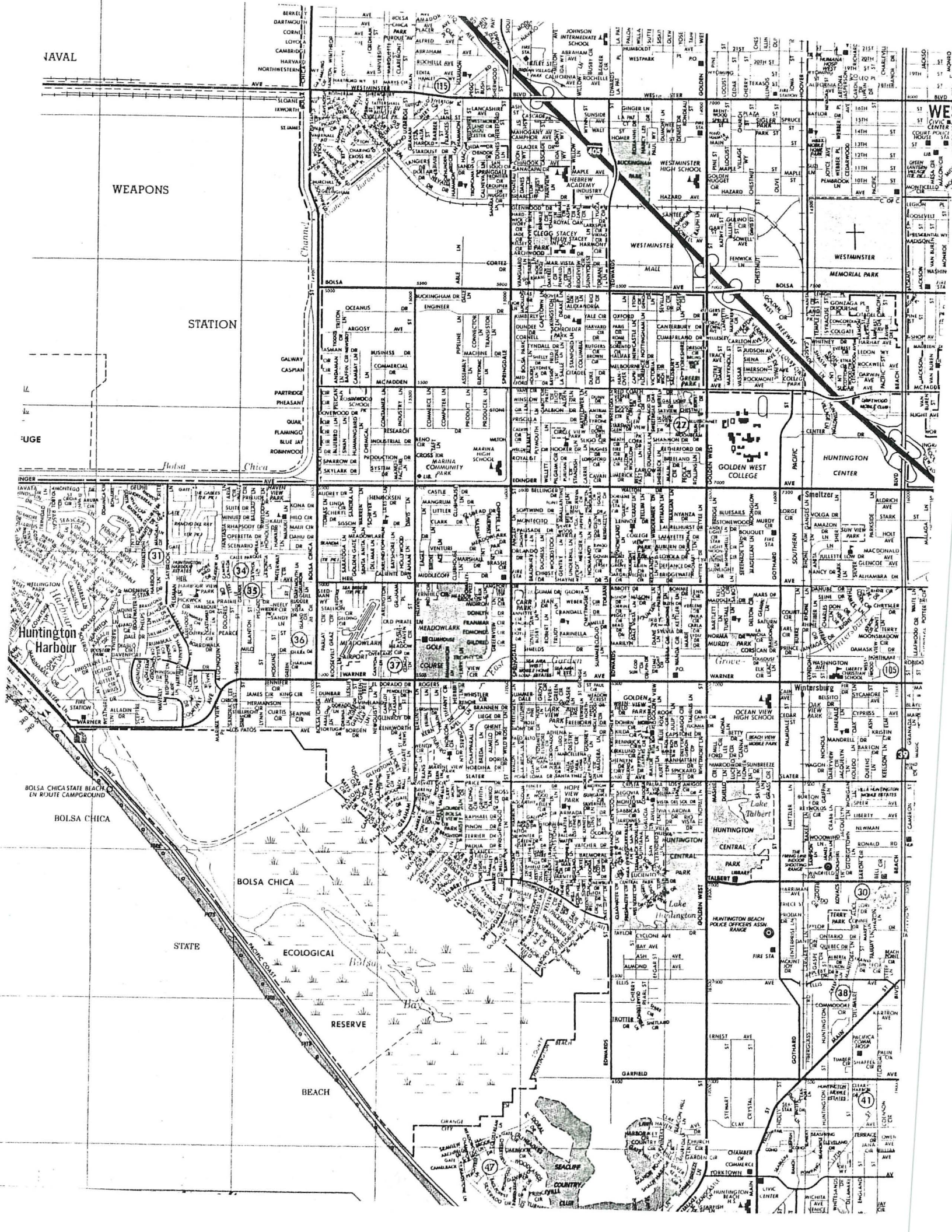
Bolsa Chica Ecological Reserve

0.00 Calculated GIS Acres



Disclaimer: Boundaries are approximate.
Maps are intended for general purposes only.

Wildlife Branch, Lands Program
LO, 2/25/2019





California Department of Fish and Wildlife
 South Coast Region
BOLSA CHICA ECOLOGICAL RESERVE
LAGUNA LAUREL ECOLOGICAL RESERVE
UPPER NEWPORT BAY ECOLOGICAL RESERVE
 Orange County



- | | |
|--------------------------|--------------------|
| Ecological Reserve | Interstate Highway |
| National Wildlife Refuge | State Highway |
| University of California | Local Road |
| State Park/Beach | |



0 5 Miles

Disclaimer: Boundaries are approximate.
 Maps are intended for general purposes only.

November 2014 - WLB